

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 41			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ED-08-R-0074		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED JUL 21, 2008		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 <u>5</u> 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 <u>U.S. Department of Education 550 12th Street, SW ATTN: Gene Hopkins Room: PCP-7128 Washington, DC 20202-4210</u> until <u>10:00 AM</u> local time <u>AUG 21, 2008</u> (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		A. NAME Eugene Hopkins			B. TELEPHONE (NO COLLECT CALLS) 202-245-6224			C. E-MAIL ADDRESS Eugene.Hopkins@ed.gov			
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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			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)		
(See Section I, Clause No. 52.232-8)											
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)

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 301-3 ESTIMATED COST AND FIXED FEE (APRIL 1984)

The estimated cost of this contract is *To Be Determined* . The funds associated with the estimated cost are allocated as follows:

Administrative Costs: **To Be Determined**
Programmatic Costs: **To Be Determined**
Fixed Fee: **To Be Determined**

B. 2 301-22a CONTRACT DEFINITION (APRIL 1997)

(a) This is a cost-plus-fixed-fee contract, as defined under Subpart(s) 16.306 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, entitled "TITLE II, PART D # ENHANCING EDUCATION THROUGH TECHNOLOGY: MISSOURI BYPASS" . 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: U.S. Dept. of Education 400 Maryland Ave, SW. Room: 3E122, Washington, DC 20202 (c) Mark deliverables for: Lynette Kee, COR and Eugene Hopkins, CS

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAR 2001)

(Reference 52.246-3)

E. 2 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

SECTION F DELIVERIES OR PERFORMANCE

F. 1 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

F. 2 305-2 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.

F. 3 305-6 DELIVERABLES (MARCH 1986)

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

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

The following items shall be delivered under this contract:

1. Subtask 1 - Post Award Teleconference - 10 Working Days After Effective Date of Award
2. Subtask 2.a - Information Dissemination Strategy - 10 Working Days After Effective Date of Award
3. Subtask 2.b - Informational Materials - 20 Working Days After Effective Date of Award
4. Task 3 - Consultation Summaries - Include, as occur, in Monthly Progress Report
5. Subtask 4.b - Private School Service Plans - Include, as Completed and Approved, with Monthly Progress Report
6. Subtask 4.c - Summary of Services Rendered & Breakout of Costs - Include, after Services Have Been Delivered, in Monthly Progress Report
7. Task 5 - Monitoring Summaries - Include, as occur, in Monthly Progress Report
8. Task 5 - Monitoring Procedures, Interview Questionnaire, & Schedule - 30 Working Days After Effective Date of Award
9. Subtask 6.a - Monthly Progress Report/ Business Progress Report - By the 20th of Each Month
10. Subtask 6.b - Final Report - Last Day of Performance Period
11. Subtask 6.c - Inventory Report - Last Day of Performance Period
12. Task 7 - Equipment Transition Report - By 10th Month of Contract

F. 5 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from 30 Sept 2008 to 29 Sept 2009 , inclusive of all specified deliveries and/or task work.

SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (JAN 2007)

(A) The Government agrees to pay the Contractor, as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract. (B) The contractor shall submit 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). (C) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See)

G. 2 306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY (JANUARY 1989)

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

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

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

G. 3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

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

G. 4 306-9 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 DETERMINED**

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. 2 307-15 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. 3 307-17 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. 4 307-19 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. 5 307-3 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. 6 307-5 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. 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. 8 316-1 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. 9 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, or failure to meet any of the requirements of the contract, 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. 10 307-7c 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.

Approvals yet to be granted include (but are not necessarily limited to) the following:

None

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

H. 11 307-13 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): None Moderate Risk (MR): None Low Risk (LR): All 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. 12 307-2 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 DETERMINED**

**SECTION I
CONTRACT CLAUSES**

I. 1 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 2 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 3 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

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

(Reference 52.203-12)

I. 9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 10 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference 52.204-7)

I. 11 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. 12 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) "Examination of costs." If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) "Cost or pricing data." If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the

Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) "Comptroller General"--

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) "Reports." If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating--

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(f) "Availability." The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of Clause)

I. 13 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(Reference 52.215-15)

I. 14 52.216-8 FIXED FEE (MAR 1997)

(Reference 52.216-8)

I. 15 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(Reference 52.219-4)

I. 16 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 52.219-8)

I. 17 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUN 2007)

(Reference 52.219-28)

I. 18 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 52.222-20)

I. 19 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

I. 20 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

I. 21 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. 22 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. 23 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) "Definition." As used in this clause-- "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)). Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I. 24 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

(Reference 52.222-50)

I. 25 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 26 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-14)

I. 27 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(Reference 52.223-15)

I. 28 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

(Reference 52.223-17)

I. 29 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

(Reference 52.225-1)

I. 30 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(Reference 52.225-13)

I. 31 52.227-3 PATENT INDEMNITY (APR 1984)

(Reference 52.227-3)

I. 32 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

I. 33 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 34 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

- I. 35 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
(Reference 52.232-25 I)
- I. 36 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(Reference 52.232-33)
- I. 37 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)
(Reference 52.233-1 I)
- I. 38 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(Reference 52.233-3 I)
- I. 39 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 52.242-1)
- I. 40 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
(Reference 52.242-3)
- I. 41 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(Reference 52.242-4)
- I. 42 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)
- I. 43 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)
(Reference 52.243-2 II)
- I. 44 52.244-2 I SUBCONTRACTS (JUN 2007)--ALTERNATE I (JUN 2007)
(Reference 52.244-2 I)
- I. 45 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 52.244-5)
- I. 46 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
(Reference 52.244-6)
- I. 47 52.245-1 GOVERNMENT PROPERTY (JUN 2007)
(Reference 52.245-1)
- I. 48 52.245-9 USE AND CHARGES (JUN 2007)
(Reference 52.245-9)
- I. 49 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)
- I. 50 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 51 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 52 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 53 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference 3452.227-71)

I. 54 3452.228-70 REQUIRED INSURANCE (AUG 1987)

(Reference 3452.228-70)

I. 55 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)

(Reference 3452.237-71)

I. 56 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)

(Reference 3452.242-70)

II. 57 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

(Reference 3452.242-73)

II. 58 3452.243-70 KEY PERSONNEL (AUG 1987)

(Reference 3452.243-70)

II. 59 3452.247-70 FOREIGN TRAVEL (AUG 1987)

(Reference 3452.247-70)

I. 60 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 61 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(Reference 52.215-14)

I. 62 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(Reference 52.230-2)

I. 63 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(Reference 52.230-3)

I. 64 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

(Reference 52.230-6)

I. 65 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 66 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

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

I. 67 307-17 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).

I. 68 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 69 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ****TO BE DETERMINED**** or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of Clause)

I. 70 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 60 days of the contract expiration date, 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. (d) At the Government's discretion, the following option periods may be exercised: Option Period I: 30 Sept 2009 to 29 Sept 2010 Option Period II: 30 Sept 2010 to 29 Sept 2011 Option Period III: 30 Sept 2011 to 29 Sept 2012 Option Period IV: 30 Sept 2012 to 29 Sept 2013

(End of Clause)

I. 71 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 52.217-8)

I. 72 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(Reference 52.216-7)

I. 73 52.215-21 I REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(Reference 52.215-21 I)

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

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

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

The following documents are attached: A) Statement of Work, entitled "TITLE II, PART D # ENHANCING EDUCATION THROUGH TECHNOLOGY: MISSOURI BYPASS CONTRACT"

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It /_/ has, /_/ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 2 52.225-20 Prohibition

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Person" means-

- (1) A natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
- (3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan

K. 3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

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

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

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure

Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

(2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

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

(3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. yes no

(End of Provision)

K. 4 52.230-7 PROPOSAL DISCLOSURE -- COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes

No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K. 5 310-6 DUPLICATION OF COST (MARCH 1985)

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

K. 6 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

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

(Date)

K. 7 310-10 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 _____

(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. 9 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611710

(2) The small business size standard is \$6.5 M

(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)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

(Reference 52.214-34)

L. 2 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(Reference 52.214-35)

L. 3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(Reference 52.215-1)

L. 4 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(Reference 52.215-16)

L. 5 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(Reference 52.222-46)

L. 6 311-5 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. 7 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

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

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

L. 8 311-7 PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

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

in that section shall be used in the evaluation of the technical proposals.

L. 9 311-9 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. 10 314-1 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. 11 ADDITIONAL TECHNICAL PROPOSAL INSTRUCTIONS

The technical solution should demonstrate awareness of the authorizing legislation, the non-regulatory

guidance and the types of projects funded including how equitable services for private schools will be provided.

The technical proposal must be arranged in accordance with the following sections:

1. Technical Plan

In the Technical Plan, the offeror should fully elaborate in detail the strategies, operations, and procedures they propose, task by task, and provide rationales why the proposed approach will meet the intent and requirements of the contract. Offerors also shall provide a chart identifying, task-by-task, the proposed schedule of activities and deliverables. At a minimum the technical plan must address the following:

For Task 2.a: The offeror's proposed strategy to disseminate informational materials and procedures.

For Task 2.b: How the offeror will develop informational materials, all relevant details to include the type(s) of media, and the procedures for private school officials to request services.

For Task 3: How the offeror will satisfy the statutory private school consultation requirements.

For Subtask 4.a: How the offeror will conduct each private school's needs assessment in order to determine what supplemental services would be the most beneficial to each eligible private school's students and teachers that has requested services.

For Subtask 4.b: A description of the activities the offeror will utilize during the development of each school's service delivery plan, to include all of the required plan elements, and the process it will use to approve each plan.

For Subtask 4.c: This section shall address how and what services the offeror intends to deliver to eligible private schools, after accounting for the objective of EETT.

For Task 5: An outline of the offeror's procedures for desk monitoring and on-site monitoring, to include timelines, as well as any proposed instruments that will be utilized during the monitoring.

For Subtasks 6.a, 6.b & 6.c: A description of how the offeror will maintain records and fulfill the reporting requirements in subtasks 6.a, 6.b, and 6.c.

For Task 7: A discussion of how the offeror plans to transfer the contracted work over to a new contractor at the end of its period of performance.

2. Personnel

In this section, offerors shall list by name and title/position of all proposed key personnel and other staff proposed to have major responsibilities critical to meeting the requirements of the contract. Offerors shall describe each of the proposed personnel, their expertise, experience conducting relevant work, and past responsibilities similar to those proposed.

In addition to the employment history of proposed personnel, as well as letters of commitment from consultants, offerors shall include other relevant assurances that indicate the commitment of proposed personnel for the duration of the contract to completing the requirements of the contract on time and to high standards. For each of the proposed personnel, the offeror shall describe proposed functional responsibilities within the project and state the proposed number of hours to be committed to the contract.

To indicate whether the proposed personnel in fact have sufficient time available to carry out their proposed responsibilities for this contract, the offerors shall state the total time commitment of each of the proposed personnel to other work commitments, including but not limited to federal and non-federal obligations and outside consulting assignments. Offerors shall not break down this total time commitment into specific assignments.

Offerors shall provide resume/vitae for all proposed personnel, including employment history and educational background. Offerors shall limit each vita to four pages and emphasize information directly relevant to the contract. Resumes may be submitted as an appendix and will not count against the page limitation.

Offerors shall, for all proposed personnel, identify whether or not each is senior level, and whether each is an employee of the offeror, an employee of a subcontractor, or a consultant. Include this information for the base year and all option years thereafter.

3. Organizational Experience, Commitment and Capability

This section shall describe the organizational experience and capability that are relevant to the solicited requirements, for both the offeror's organization and subcontractors' organizations.

Offerors shall provide summaries of relevant work performed, the name and current affiliation of the offeror's project director, and the name and contact information of the client's project officer or contracting officer's representative (COR).

Offerors shall identify those resources, facilities, and equipment available to carry out the activities of contract.

L. 12 ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS

The offeror shall provide a detailed budget for carrying out the tasks associated with the administration and implementation of this program. This proposed budget is referred to as the "Administrative Costs" budget. **NOTE** The delivered services under Subtask 4.c are not to be calculated as part of the Administrative Costs budget. The submitted Administrative Costs budget should account for the costs (direct labor, subcontracting costs, indirect rates and other direct costs) that are associated with each of the identified tasks, less Subtask 4.c. For the base period, offerors should assume that a total of \$307,000.00 is available, of which is to fund the Administrative Costs, the Fixed Fee, and the "Programmatic Costs" that will be rendered under Subtask 4.c. The funds remaining from the Administrative Costs budget and the Fixed Fee amount constitutes the Programmatic Costs that will be available for service delivery to the private schools under Subtask 4.c.

For each of the contract periods, the business proposal shall clearly indicate the Administrative Costs budget, the Fixed Fee amount, and the amount available for the Programmatic Costs.

For the option periods, offerors should assume that a total of \$707,000.00 will be available. Similar to the base period, the submitted business proposal should account for Administrative Costs and Fixed Fee, with the remaining amounts accounting for Programmatic Costs. It should be noted that the stated option period funding amount is being provided for proposal evaluation purposes only, and that interested parties should not interpret or construe this amount as being a firm funding commitment on behalf of the government.

Offers that do not adhere to the assumed \$307,000 base period ceiling and \$707,000.00 option period ceilings may be declared non-responsive and dismissed from further consideration as a result.

Offerors should be further aware that, during school year 2007/2008, approximately 2,222 students in fifteen (15) private schools from seven local education agencies were serviced under the EETT program via the incumbent contract.

As part of the business proposal, an offeror must include a copy of their latest approved indirect rate agreement. If the offeror does not possess an indirect rate agreement, the offeror must provide a detailed explanation of the proposed rate, to include the pool and base. Furthermore, the business proposal must elaborate on the offerors accounting system and describe how the system attributes the costs incurred to each individual contract.

The business proposal shall include a subcontracting plan that outlines both the organization's commitment to achieving a 23% small business subcontracting amount for each contract period and a demonstration of the offeror's past compliance with established subcontracting plans via the submission of the associated SF294 form(s).

There is no page limitation on the business proposal, however, it must adhere to the same technical proposal format criteria set forth under Provision No. 311-3, TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986).

L. 13 311-4a 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 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. 14 POTENTIAL SMALL BUSINESS SET ASIDE

If Department receives two (2) or more responsible small business offers in response to this solicitation, this acquisition will become a total small business set-aside.

L. 15 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

(End of Provision)

L. 16 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):
www.arnet.gov

(End of Provision)

L. 17 311-3 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: Times New Roman 12-point fonts, single-spaced 8.5 x 11 sided pages that are single-sided with one-inch margins. The technical proposal should not exceed 50 pages, not including cover page, table of contents and resumes. Illustrations may utilize a smaller font, but discretion is advised.

L. 18 311-2 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 copies of your technical proposal and an original and 5 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 PCP-7128, Attn: Gene Hopkins, 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 202.245.6224 or 202.245.6185, 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. 19 311-6 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:

Eugene Hopkins eugene.hopkins@ed.gov or U.S. Dept. of Education 550 12th Street, SW Room: PCP-7128 Washington, DC 20202-4210
ED will accept clarification questions until 10:00 AM, 01 Aug 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.

(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 Felecia McIntosh, CO US Department of Education 550 12th Street, SW Room: PCP-7168 Washington, DC 20202-4210

(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)

SECTION M
EVALUATION FACTORS FOR AWARD

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

(Reference 52.217-5)

M. 2 EVALUATION FACTORS FOR AWARD

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, subcontracting plan 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 sub-factors 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 judgment. 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. The following technical criteria will be applied during the evaluation and are presented in descending order of importance:

1. Technical Plan (Sub-criteria are of equal importance)

The degree to which:

(T1) The purpose, objectives, strategies, interpretations, operations, and methodological procedures proposed by the Offeror are clear, complete, of high quality, and appropriate to meet the program requirements described in ED's Statement of Work and Instructions to Offerors; and

(T2) The purpose, objectives, strategies, interpretations, operations, and methodological procedures proposed by the Offeror demonstrate a clear understanding of the program goals and complexities of planning, coordinating, and managing the EETT program for eligible private school children and teachers in Missouri.

2. Personnel (Sub-criteria are of equal importance)

The degree to which:

(P1) Proposed personnel demonstrate the appropriate expertise and experience needed to implement the EETT Program for the eligible private school children and personnel, i.e. the relationship between expertise and experience of proposed personnel and the specific work to be completed is clearly identified and appropriate;

(P2) The proposed allocation of personnel resources and personnel time is appropriate to accomplish the work on time and to high standards; and

(P3) Employment history of proposed personnel, letters of commitment from consultants, and other relevant assurances are provided that indicate commitment for the proposed staff for the duration of the contract and to completing the requirements of the contract.

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.

3. Organizational Experience, Commitment, and Capability (Sub-criteria are of equal importance)

The degree to which:

(O1) The Offeror demonstrates relevant, successful experience in operating a project of this nature and scope; and

(O2) The combined resources, facilities, and equipment of the Offeror and any proposed subcontractors provide evidence of the feasibility of meeting the requirements of the contract in a timely manner and to high standards.

4. Information Dissemination Strategy (Sub-criteria are of equal importance)

The degree to which:

(I1) The Offeror's strategy for disseminating program information provides high quality technical assistance to eligible private school constituents regarding EETT legislative requirements and the procedures for requesting services; and

(I2) The Offeror's strategy distributes information in a timely manner ensuring that EETT services are provided during the current school year.

(D) Subcontracting Plan Criteria: The following subcontracting plan criteria will be applied during the evaluation and will be evaluated as either "Acceptable" or "Unacceptable":

1. The offeror's commitment to satisfying a 23% small business subcontracting goal during each contract period.

2. The offeror's past performance in complying with and obtaining established small business subcontracting goals.

ATTACHMENT A

STATEMENT OF WORK

MISSOURI BYPASS: *TITLE II, PART D – ENHANCING EDUCATION THROUGH TECHNOLOGY*

Overview

The Enhancing Educational Through Technology State Grant (EETT) program, authorized under Part D of Title II of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), is a State-administered formula grant program designed to support the integration of educational technology into classrooms to improve teaching and learning for all students. Under the EETT program, a State may use up to 5 percent of its allotment to carry out State-level activities and to assist local efforts to carry out the purposes of the program. The remaining portion of a State’s allotment must be used to award subgrants as follows.

The State must award at least 50 percent of the subgrant funds on a competitive basis to eligible local entities that have submitted applications to the State. The State must award any remaining subgrant funds on a formula basis to eligible local educational agencies (LEAs) that have submitted applications to the State. (Thus, up to 100 percent, but no less than 50 percent, of the subgrant funds are to be awarded on a competitive basis. No more than 50 percent of the subgrant funds may be awarded by formula.)

A State distributes EETT formula grant funds only to LEAs that receive Title I funding on the basis of each LEA’s proportionate share of funds under Part A of Title I for that year. To be eligible to receive EETT funds, the LEA must have a long-term strategic educational technology plan.

Consistent with the purposes of the EETT program, a State has considerable flexibility in developing selection criteria and priorities for awarding EETT competitive grants to “eligible local entities”. An eligible local entity is either a “high-need local educational agency” *or* an “eligible local partnership”. An eligible local partnership must include a “high-need local educational agency”.

The EETT program is one of the programs covered by the private school equitable participation requirements in section 9501 of the ESEA. The U.S. Department of Education (ED) has been informed by the General Counsel of the Missouri Department of Education that the Missouri Constitution and related

court rulings preclude the State and its LEAs from providing equitable services for private school students and teachers under the technology program. As a result, ED is making arrangements to provide equitable services to private school children through a special contract pursuant to section 9502 of the ESEA.

Purpose of the Procurement

The purpose of this contract is to provide secular, neutral and non-ideological educational services or other benefits, including materials and equipment, that will assure the equitable participation of children enrolled in private nonprofit elementary and secondary schools. The contractor must also ensure that the services provided supplement the level of services that would, in the absence of EETT, be available to children in private schools and meet the needs of the private school children, not the needs of the private school itself.

Authorization

Part D of Title II of the Elementary and Secondary Education Act of 1965 as amended by the No Child Left Behind Act of 2001 (Public Law 107-110).

Target Population

The targeted Missouri private school populations are the following:

- ❑ students in private schools located in the LEAs that receive EETT formula funds; and
- ❑ students in private schools located in the LEAs that receive competitive grant funds, with particular focus on at-risk students.

During school year 2007/2008, 2,222 students in fifteen private schools from seven LEAs were provided services.

Scope of Work

Objective

Consistent with the requirements of Part D of Title II and subpart 1 of Part E of Title IX of the ESEA, the contractor shall provide equitable services to private school students, teachers, and other educational personnel in the State of Missouri. The primary goal of the EETT program is to improve student academic achievement through the use of technology in elementary and secondary schools – grades K-12. It is also designed to assist every student – regardless of race, ethnicity, income, geographical location, or disability – in becoming technologically literate by the end of eighth grade, and to encourage the effective integration of technology resources and systems with professional development

and curriculum development to promote research-based instructional methods that can be widely replicated.

In providing services under this contract, the contractor shall consider the professional development needs of private school teachers, particularly with respect to the integration of advanced technologies, including emerging technologies, into curricula and instruction and in using those technologies to create new learning environments.

Based on private school requests and resulting needs assessments, the services to be rendered by the contractor, as described in section 2416(b) of the ESEA and subject to the restrictions in Title IX, include –

- ❑ Increasing accessibility to technology, particularly through public-private partnerships, with special emphasis on accessibility for high-needs schools.
- ❑ Adapting or expanding applications of technology to enable teachers to increase practices that are based on the review of relevant research and through use of innovative distance learning strategies.
- ❑ Implementing proven and effective courses and curricula that include integrated technology and that are designed to help students reach challenging academic standards.
- ❑ Using technology to promote parental involvement and foster communication among students, parents, and teachers about curricula, assignments, and assessments.
- ❑ Preparing one or more teachers in schools as technology leaders who will assist other teachers, and providing bonus payments (as approved by the CO) to the technology leaders.
- ❑ Enhancing existing technology and acquiring new technology to support education reforms and to improve student achievement.
- ❑ Acquiring connectivity linkages, resources, and services for use by students and school personnel to improve academic achievement.
- ❑ Using technology to collect, manage, and analyze data to inform enhance teaching and school improvement efforts.
- ❑ Implementing enhanced performance measurement systems to determine the effectiveness of education technology programs funded with EETT funds.
- ❑ Developing, enhancing, or implementing information technology courses.

Tasks to Be Accomplished

Task 1: Post Award Teleconference

The contractor shall participate in a teleconference with the Contracting Officer's Representative (COR) and other appropriate ED officials to discuss operations and timelines within ten (10) working days after the contract becomes effective, or effective date of any exercised option periods.

Task 2. Program Information

This task is composed of the following two subtasks.

Subtask 2.a. Information Dissemination Strategy

The contractor shall implement the proposed information dissemination strategy and be prepared to discuss it at the post award meeting. The purpose of such strategy is to disseminate program informational materials, and procedures for requesting services to all eligible private school officials. The contractor is free to propose additional strategies so long as they ensure that program information is properly disseminated. Based on ED's comments discussed during the post award teleconference, the contractor shall revise the information dissemination strategy within five (5) working days.

Subtask 2.b. Informational Materials

The contractor shall develop informational materials to describe the program and procedures for requesting services. The contractor shall develop, within twenty (20) working days of the contract's effective date, informational materials explaining the purpose of the program, the benefits available, the statutory requirements of the law that apply to private schools, and an outline of how the contractor shall manage the programmatic services including how the services may be requested. The contractor shall submit the informational materials electronically to the COR and the CS. The COR will advise the contractor of ED's approval or necessary modifications to these materials within ten (10) working days. If applicable, modifications are to be submitted within 5 calendar days after advisement. All final informational products are due no later than five (5) working days after the Department's approval of the modifications.

Task 3: Consultation

Services provided under this contract must address the needs of private school students and teachers in an effort to satisfy the goals of EETT. The contractor shall accomplish this by providing timely and meaningful consultation with the private school officials of schools that are eligible to participate. During the initial design and development of programmatic services, the contractor shall consult with private school officials on such issues as:

- how the children's needs will be identified;
- what services will be offered;
- how and where the services will be provided;
- how the services will be assessed and how the results of the assessment will be used to improve those services;
- what service delivery mechanisms will be used to provide equitable services;
- who will provide the services;

- ❑ the amount of funds available to serve the private school students;
- ❑ the size and scope of the services to be provided;
- ❑ how and when the contractor will make decisions about the delivery of services; and
- ❑ consideration of the views of the private school officials regarding the use of third-party providers.

Consultation must occur early enough for the participating private schools to receive services during the current school year, and must continue throughout the implementation and assessment of the effectiveness of services. Such consultation shall occur before the contractor makes any decision that affects the opportunities to participate of eligible private school children, teachers, and other education personnel. No later than 5 working days after the request has been received, the contractor shall promptly initiate contact with the requesting officials of eligible private schools and arrange for consultation meetings to discuss the issues listed above. The contractor shall provide a consultation summary of each meeting to the COR, as it occurs, in the monthly reports described in subtask 6.a.

Task 4: Identification of Services to be Delivered

This task is composed of the two following subtasks.

Subtask 4.a. Needs Assessment

Based on consultation results, to include the consideration of the private schools' input, the contractor shall assess, address and evaluate the needs of private school students and teachers. An individual assessment shall be conducted for each of the consulted schools. The contractor shall perform these duties after it has conducted the consultation requirements in Task 3.

Subtask 4.b. Private School Service Plans

The contractor shall submit a plan for the delivery of services that does not exceed the amount of funds available for each eligible private school. The COR will advise of the amounts available for each participating school. Each plan shall include the following:

- ❑ the allocation amounts for each private school;
- ❑ the needs determined for each private school including the professional development needs of private school teachers;
- ❑ the services/supplies to be provided to the students enrolled in each private school;
- ❑ the basis used in determining those services; and

- how the effectiveness of the services implemented in each private school will be assessed.

The contractor shall submit these plans, as they are completed and approved, with the monthly report described in subtask 6.a. The COR will notify the contractor within ten (10) working days if modifications to a private school's plan are needed. The modifications must be made within ten (10) working days after notification.

Subtask 4.c. Delivery of Services

The contractor shall procure and provide to each school the goods and services approved in each private school's plan by researching the market to obtain the best market value. The contractor shall ensure that the goods and services are as close to the specifications requested as possible. The contractor shall provide programmatic services in a timely manner. Services should be provided as close as feasible to the date requested by private school officials. All materials, supplies and equipment must be inventoried and clearly identified as property of ED. All property purchased by the contractor must be tracked during the course of the contract. The contractor shall monitor to verify that services are delivered in a satisfactory manner. Once services have been delivered, the contractor shall provide a summary of services rendered and a breakout of costs to ED in the monthly report described in subtask 6.a.

The contractor must always maintain control of program funds and expend EETT Federal funds on behalf of the eligible private schools. ED will provide the allocation amounts for each private school on an annually basis – as close to the beginning of the period of performance as possible. The costs for the rendered services will be reimbursed.

Task 5: Monitoring

The contractor shall monitor program activities in all of the private schools on an ongoing basis to assure compliance with statutory requirements. The required monitoring shall include:

- a review of the secular nature of educational services, products or other benefits including materials and equipment;
- a review of how services supplement the level of services that would, in the absence of EETT services, be available to children in private schools; and,
- how the services meet the needs of the private school children, not the needs of the private school itself.

After consultation with a private school has taken place, the contractor shall conduct desk monitoring in the form of quarterly telephone conferences with the officials of that school. The purpose of these calls is to follow-up on the

timeliness of the delivery of services and to evaluate the implementation of services in accordance with Part D of Title II of ESEA as amended by NCLB (Public Law 107-110). On-site monitoring visits to each private school shall take place annually to monitor the private school's compliance with the Federal requirements in section 9501 of NCLB. Payment for lodging, mileage and per diem expenses incurred shall be on reimbursed in accordance with the amounts published by the Department of Defense's Joint Travel Regulations. The reimbursement of air travel expenses shall be limited to economy class rates only.

The contractor shall submit to ED a summary of monitoring activities in the monthly report. Furthermore, the contractor shall develop, implement and submit annually to ED its monitoring procedures, interview questionnaire, and a schedule of the monitoring activities it plans to conduct within thirty (30) working days after the effective date of the award, or effective date of any exercised option periods.

Task 6: Reporting

The contractor shall communicate and work closely with the COR during the period of performance. The contractor shall report to ED by telephone, fax, or electronic mail all problems encountered in carrying out the required work and the problem resolutions and outcomes. Written reporting requirements include monthly progress reports, business progress reports and a final project report.

All reports shall show the contract title and number on the cover or first page. They shall state the U.S. Department of Education, Office of Elementary and Secondary Education is funding the contract. The contractor shall submit all reports to ED electronically in Microsoft Word.

This task is composed of the following three subtasks.

Subtask 6.a. Monthly Progress/Business Reports

The contractor shall submit monthly progress reports to the COR and the CS for the duration of the contract. The contractor shall summarize the major program activities and accomplishments during the reporting period. These reports shall include staff activities, meetings attended, consultation meeting summaries, monitoring activities including school sites visited, types of technical assistance provided, and information on program expenditures that include a summary of services rendered and a breakout of costs. Information should be provided for each project task regarding significant findings and events, including problems encountered, suggested solutions and resolution outcomes, and staff utilized. The contractor shall specify in the reports the extent to which the project is on schedule. The contractor shall submit the reports within 20 calendar days after the end of each calendar month.

The contractor shall include detailed monthly expenditure reports in the monthly progress reports. This reports shall be an exhibit of expenditures segregated by project costs by individual school and by task. The contractor shall detail travel costs for the trips incurred, of which should specifically identify the people who traveled, where they went and the dates of arrival and departure. The contractor's reporting format shall be consistent from month to month.

Subtask 6.b: Final Report

As part of the timely and meaningful consultation process with private school officials, the contractor is to determine how the effectiveness of services are to be assessed for all services implemented, and how the results of the assessment will be used to improve those services. The contractor shall summarize assessment results and describe how they will be used to improve services for each private school in a final report submitted to ED by the last day of the period of performance.

Subtask 6.c: Inventory Report

The contractor shall maintain an inventory of all materials, equipment and services purchased with EETT funds, including items transferred under task 7.

The contractor shall make a copy of the inventory available to the COR by the last day of the period of performance. The contractor shall submit the inventory by electronic mail. The list shall include the following information:

1. School name
2. Item number
3. Date acquired
4. Description
5. Make
6. Serial/model number
7. Cost
8. Disposition (if any)

Task 7: Transition Activities

The contractor shall initiate transitional activities 30 working days prior to the expiration of the contract. The contractor shall submit electronically the plan to accomplish transfer to the new contractor by no later than the tenth month of each period of performance. Activities that the contractor shall carry out during the transitional phase include:

- continued service to private schools;
- meeting with the new contractor (at a mutually agreeable location, date and time) to discuss and implement a smooth transition of all work and to brief the new contractor, in a detailed discussion, on the status of contract activities and ongoing services, as well as any other information that may

be necessary to the new contractor's performance as it relates to the rendering of services; and

- transfer all materials, equipment and data files produced with contract funds. All current inventory records and data shall be packed and shipped to an address specified by the CS or COR. All data sources shall be in standard file format in hard copy and on flash drive. This does not include government owned property housed in participating private schools.

Option Periods of Performance

At the discretion of the Government based upon the contractor's performance in providing EETT services in Missouri, the contract can be renewed up to four (4) optional twelve-month periods of performance following the base period. During the option periods, the contractor shall repeat Tasks 1-7.