AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page of Pages
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2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
0001	DEC 17, 2012	EDOIES-12-000309	

6. ISSUED BY CODE CPOD
Contracts & Acquisitions Mgt., Group D
US Dept of Education, 550 12th St SW - 7th Floor
Washington DC 20202-4230

7. ADMINISTERED BY (If other than item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code)

CODE FACILITY CODE

(x) X

9A. AMENDMENT OF SOLICITATION NO.
ED-IES-12-R-0103

9B. DATED (SEE ITEM 11)
NOV 30, 2012

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☒ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
Amendment 0001 to Request for Proposals (RFP) ED-IES-12-R-0103 provides the following three revisions to the RFP:

1. Amendment 0001 revises the proposal submission due date from 01/03/2013 to 01/17/2013;
...See Continuation Page

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Veronica L. Price CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Veronica L Price (Signature of Contracting Officer)	Dec 17, 2012

Continued from Block 14...

2. Provides Responses to Vendor Questions (see attached); and

3. Incorporates U.S. Department of Education Clause H.23 Clearance of Conferences/Meetings, into the RFP.

AMENDMENT 0001 TO RFP ED-IES-12-R-0103

Comprehensive Center Evaluation

Part I – Vendor Questions and Department of Education Responses

Question 1. If an organization currently serves as a subcontractor, providing evaluation services for a regional comprehensive center, can that organization serve as **project prime**, if the organization adequately provides specific details on policies and procedures to avoid conflicts via the required Conflict of Interest plan?

Department of Education Response: "Organizations working with the Comprehensive Centers where the nature of their work does not pose a conflict of interest in performing this requirement shall demonstrate the absence of a conflict of interest. Any organization that provides services to a Comprehensive Center that desires to propose on this requirement will need to submit a conflict mitigation plan that outlines how they can perform the review of Comprehensive Centers products and provide an objective review of any work products that they have produced for the Comprehensive Center."

In order to effectively accomplish this work, the selected contractor must have content knowledge and expertise to run this study. The selected contractor must have no conflict of interest that would call into question the independence of the study. A conflict of interest occurs when the vendor has to evaluate their own work. Reference IESTE120020 dated August 2, 2012 Historical Background

Question 2. If an organization currently serves as a subcontractor, providing evaluation services for a regional comprehensive center, can that organization serve as **subcontractor**, if the organization adequately provides specific details on policies and procedures to avoid conflicts via the required Conflict of Interest plan?

Department of Education Response: Reference the response to question #1 noted above.

Question 3. Will offers from current Comprehensive Center contractors be considered, either as a lead or as a subcontractor on the proposed evaluation?

Department of Education Response: Reference the Response to #4 below

4. (Reference page 63, Section F) The RFP states that " Accordingly, the successful offeror for this procurement, —Comprehensive Center Evaluation, cannot be a Comprehensive Center grantee nor have a contractual agreement to provide _relevant services,, to any Comprehensive Centers. —Relevant services are services related to the Comprehensive Centers,, technical assistance work that would cause a conflict of interest that cannot be mitigated or neutralized in an effort to appropriately perform the work required in this procurement."

Question 4. Does this statement apply to contractors currently working as subcontractors/consultants in support of a Center that may be a subcontractor/consultant on a potential bid for the subject work? Would any potential conflict be successfully mitigated if said contractor's current work supporting a Center were "walled-off" from the subject work?

Department of Education Response: The Department requests the offeror to fully explain how the potential conflict of interest will be mitigated to completely avoid any actual or apparent conflict of interest. Please provide an Organizational Conflict of Interest Mitigation Plan and state how FAR 9.5 is addressed.

Because the organizational conflict of interest (OCI) occurs at the Corporate Level, it may not be possible given the nature of this work to provide a "wall" between divisions of an organization.
FAR 9.505-3 states:

"Contracts for the evaluation of offers for products or services shall not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government' s interests."
The offerors business proposal must clearly demonstrate that their proposal provides a compelling conflict mitigation plan to demonstrate the absence of a conflict of interest. Therefore, the contractor performing the work shall demonstrate how their proposal provides complete objectivity to protect the Government' s interests. The contractor who performs this work must be able to work with all Comprehensive Center grantees without conflict of interest.

For Reference Purposes:
Please note, according to GAO (Nortel Government Solutions, Inc., B-299522.5; B-299522.6, December 30, 2008) a conflict of interest pertains to the organization, not to the individual employees."

Question 5. a. Would there be a perceived conflict of interest if an offeror were to respond to this RFP given prior work with a Comprehensive Center and recent application as a subcontractor?
b. Also, is there a preference for a "local" vendor (i.e., DC area)?

Department of Education Response:
a. If the contractor is not working on current Comprehensive Center grant(s), no conflict of interest would exist.
b. There is no restriction for the place of performance.

Question 6. Due to the complexity of the PWS and the coming holidays, this is a request that the due date of the proposal be extended. Will the Department consider extending the due date of the proposal to January 17, 2013, or later? Will any extensions be granted?

Department of Education Response: The RFP due date is amended to January 17, 2013.
Offerors shall submit Proposals no later than 2:00 pm ET on January 17, 2013.
Please refer to the RFP proposal instructions for additional information.

Part II – Incorporate the following U.S. Department of Education Clause regarding clearance of Conferences and Meetings:

Clause H. 23 Clearance of Conferences/Meetings

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from an Event Services Team member prior to final agreement. The Event Services staff can be contacted at (202) 401-3679 or event.services@ed.gov.

Comps: The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.)

Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the vendor receives any compensation from another source as a result of conference services performed for the Department, the Contractor

will report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.