

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>		RATING		PAGE OF PAGES 1   44	
2. CONTRACT (Proc. Inst. Ident.) NO. ED-06-CO-0080		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230		CODE CPOD		6. ADMINISTERED BY (If other than Item 5) CODE CPOD Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ON24, INC 833 MARKET STREET SAN FRANCISCO CA 941031814				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Schedule)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
Vendor ID: 00027181 DUNS: 069527013 Cage Code: 3PQD3 CEC: TIN: 943292599				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
				ITEM			
11. SHIP TO/MARK FOR Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230		CODE CPOD		12. PAYMENT WILL BE MADE BY Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Please See Continuation Page for Line Item Details						
<b>15G. TOTAL AMOUNT OF CONTRACT</b> <input checked="" type="checkbox"/>							<b>\$0.00</b>
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PAR I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	38 - 43
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8 - 10	X	J	LIST OF ATTACHMENTS	44 - 44
X	D	PACKAGING AND MARKING	11 - 11	PART IV - PRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	12 - 12		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
X	F	DELIVERIES OR PERFORMANCE	13 - 13				
X	G	CONTRACT ADMINISTRATION DATA	14 - 16		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	-
X	H	SPECIAL CONTRACT REQUIREMENTS	17 - 37		M	EVALUATION FACTORS FOR AWARD	-
<i>CONTACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</i>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) The Government's solicitations and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER John Politte (JLP) 202 245 6217 John.Politte@ed.gov			
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED	

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0001	MATO 2006 Category E:	0.00	SE	0.00	0.00

## Table of Contents

<b>SECTION B</b>	<b>SUPPLIES OR SERVICES AND PRICES/COSTS.....</b>	<b>6</b>
B. 1	301-21 CONTRACT AMOUNT INCREASE/DECREASE (APRIL 1997).....	6
B. 2	MATO 301-17 PROVISION FOR PRICING AND PAYMENT (MATO 2006).....	6
B. 3	MATO 301-22 CONTRACT DEFINITION (MATO 2006).....	6
B. 4	MATO 301-25 TASK ORDER COMPETITION (MATO 2006).....	6
B. 5	MATO 301-28 TIME AND MATERIALS LABOR CLASSIFICATION AND RATES (MATO 2006).....	6
B. 6	MATO 301-27 MATERIALS REIMBURSEMENT (TIME AND MATERIALS TASK ORDERS) (MATO 2006).....	6
B. 7	MATO 301-24 PRICING SCHEDULE (MATO 2006).....	7
B. 8	MATO 301-26 CONTRACT MINIMUM/MAXIMUM (MATO 2006).....	7
<b>SECTION C</b>	<b>DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....</b>	<b>8</b>
C. 1	302-2 SCOPE OF WORK (FEBRUARY 1985).....	8
C. 2	MATO 311-1 CONTRACT TYPE (MATO 2006).....	8
C. 3	MATO Task Order Procedures (MATO 2006).....	8
<b>SECTION D</b>	<b>PACKAGING AND MARKING.....</b>	<b>11</b>
D. 1	303-1 SHIPMENT AND MARKING (MARCH 1986).....	11
D. 2	303-4 PACKING (MAR 1986).....	11
D. 3	303-2 F.O.B. DESTINATION (MARCH 1986).....	11
<b>SECTION E</b>	<b>INSPECTION AND ACCEPTANCE.....</b>	<b>12</b>
E. 1	304-1a INSPECTION AND ACCEPTANCE (APRIL 1984).....	12
<b>SECTION F</b>	<b>DELIVERIES OR PERFORMANCE.....</b>	<b>13</b>
F. 1	MATO 305-4 PERIOD OF PERFORMANCE (MATO 2006).....	13
<b>SECTION G</b>	<b>CONTRACT ADMINISTRATION DATA.....</b>	<b>14</b>
G. 1	306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY.....	14
G. 2	306-9a BILLING RATES (APRIL 2004).....	14
G. 3	306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993).....	14
G. 4	MATO 52.216-19 ORDER LIMITATIONS (MATO 2006).....	15
G. 5	MATO 306-1 INVOICE AND CONTRACT FINANCING REQUESTS (MATO 2006).....	15
G. 6	52.216-22 INDEFINITE QUANTITY (OCT 1995).....	15
G. 7	307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985).....	15
G. 8	306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006).....	16
G. 9	306-8 CONTRACT ADMINISTRATOR (FEB 1985).....	16
<b>SECTION H</b>	<b>SPECIAL CONTRACT REQUIREMENTS.....</b>	<b>17</b>
H. 1	301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995).....	17
H. 2	307-14 COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999).....	17
H. 3	307-17 ORGANIZATIONAL CONFLICTS OF INTEREST (APRIL 1984).....	18
H. 4	307-19a REDACTED PROPOSALS (APRIL 2004).....	19
H. 5	307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997).....	19
H. 6	52.224-2 PRIVACY ACT (APR 1984).....	19
H. 7	52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).....	20
H. 8	52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999).....	20
H. 9	52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996).....	20
H. 10	52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001).....	21
H. 11	52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004).....	23
H. 12	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	24
H. 13	3452.243-70 KEY PERSONNEL (AUG 1987).....	24
H. 14	3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987).....	24
H. 15	52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996).....	25
H. 16	52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987).....	25
H. 17	52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987).....	25
H. 18	317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999).....	27
H. 19	316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999).....	28

Table of Contents

H. 20 308-2 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (March 1999).....29

H. 21 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE.....32

H. 22 307-7c PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997).....32

H. 23 307-7b PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997).....33

H. 24 307-3 DUAL COMPENSATION (MARCH 1985).....34

H. 25 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985).....34

H. 26 MATO 307-9 QUALITY SURVEILLANCE PLAN (MATO 2006).....34

H. 27 MATO 306-8a ADDRESS UPDATE (MATO 2006).....34

H. 28 MATO 306-4a SMALL BUSINESS REPORTS (MATO 2006).....35

H. 29 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....35

H. 30 307-19 REDACTED PROPOSALS (DECEMBER 1998).....36

H. 31 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (AUG 2005).....36

H. 32 307-13 DEPARTMENT SECURITY REQUIREMENTS (FEBRUARY 2006).....36

H. 33 306-4 SUBCONTRACTING REPORTS (APR 2006).....37

H. 34 306-17 THE SMALL BUSINESS SUBCONTRACTING PROGRAM (APRIL 2005).....37

**SECTION I CONTRACT CLAUSES.....38**

I. 1 3452.202-1 DEFINITIONS (AUG 1987).....38

I. 2 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987).....38

I. 3 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH  
DISABILITIES.....38

I. 4 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....38

I. 5 52.233-3 PROTEST AFTER AWARD (AUG 1996).....38

I. 6 52.233-1 DISPUTES (JUL 2002).....38

I. 7 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION  
(MAY1999).....38

I. 8 52.232-25 PROMPT PAYMENT (OCT 2003).....38

I. 9 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986).....38

I. 10 52.232-20 LIMITATION OF COST (APR 1984).....38

I. 11 52.232-17 INTEREST (JUN 1996).....38

I. 12 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005).....38

I. 13 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004).....38

I. 14 52.248-1 VALUE ENGINEERING (FEB 2000).....38

I. 15 52.247-34 F.O.B. DESTINATION (NOV 1991).....38

I. 16 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997).....39

I. 17 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001).....39

I. 18 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984).....39

I. 19 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996).....39

I. 20 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR  
CONTRACTS) (MAY 2004).....39

I. 21 52.244-2 I SUBCONTRACTS (AUG 1998)--ALTERNATE I (JAN 2006).....39

I. 22 52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....39

I. 23 52.249-14 EXCUSABLE DELAYS (APR 1984).....39

I. 24 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004).....39

I. 25 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984).....39

I. 26 52.244-2 SUBCONTRACTS (AUG 1998).....39

I. 27 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000).....39

I. 28 52.243-2 V CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984).....39

I. 29 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984).....39

I. 30 52.243-1 V CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE V (APR 1984).....39

I. 31 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984).....40

I. 32 52.242-15 STOP-WORK ORDER (AUG 1989).....40

I. 33 52.242-13 BANKRUPTCY (JUL 1995).....40

I. 34 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005).....40

I. 35 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998).....40

I. 36 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998).....40

I. 37 52.230-2 COST ACCOUNTING STANDARDS (APR 1998).....40

**Table of Contents**

I. 38 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987).....40

I. 39 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996).....40

I. 40 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....40

I. 41 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....40

I. 42 52.223-6 DRUG-FREE WORKPLACE (MAY 2001).....40

I. 43 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998).....40

I. 44 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [DEC 2001].....40

I. 45 52.222-26 EQUAL OPPORTUNITY (APR 2002).....40

I. 46 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....40

I. 47 52.222-3 CONVICT LABOR (JUN 2003).....41

I. 48 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995).....41

I. 49 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005).....41

I. 50 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005).....41

I. 51 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).....41

I. 52 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN1997).....41

I. 53 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995).....41

I. 54 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995).....41

I. 55 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984).....41

I. 56 52.203-3 GRATUITIES (APR 1984).....41

I. 57 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987).....41

I. 58 52.216-22 INDEFINITE QUANTITY (OCT 1995).....41

I. 59 52.216-18 ORDERING (OCT 1995).....41

I. 60 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002).....41

I. 61 52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (JAN 1997).....42

I. 62 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....42

I. 63 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999).....42

I. 64 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004).....42

I. 65 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005).....42

I. 66 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000).....42

I. 67 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987).....42

I. 68 3452.208-70 PRINTING (AUG 1987).....42

I. 69 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987).....42

I. 70 3452.232-71 INCREMENTAL FUNDING (AUG 1987).....42

I. 71 3452.227-72 ADVERTISING OF AWARDS (AUG 1987).....42

I. 72 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996).....42

I. 73 52.252-2a CLAUSES INCORPORATED BY REFERENCE (MAY 2001).....42

**SECTION J LIST OF ATTACHMENTS.....44**

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984).....44

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

B. 1 301-21 CONTRACT AMOUNT INCREASE/DECREASE (APRIL 1997)

(a) The Government shall have the right to unilaterally increase the not-to-exceed amount of this contract at any time in order to provide sufficient funds to cover the anticipated quantity of services and supplies for the remainder of the contract term. Additional funds will be obligated on appropriate contract modifications signed by the Contracting Officer. Such funding modifications shall state the existing total contract amount, the amount of increased funding, and the new total contract amount.

(b) The Government shall also have the right to unilaterally decrease the amount of this contract in the same manner as above.

B. 2 MATO 301-17 PROVISION FOR PRICING AND PAYMENT (MATO 2006)

(a) The total not-to-exceed amount of this contract for Category B: \$500 million per contractor, all other categories: \$300 million per contractor.

Payment of that amount shall be made in accordance with the incorporated clause entitled "Payments Under Time and Materials and Labor-Hour Contracts", "Payments Under Fixed Price Research and Development Contracts", or "Payments", whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

(b) The Contractor shall take appropriate steps to insure that the ceiling price stated in Paragraph (a) above is not exceeded. The Government is not liable for any costs incurred which exceed the amount set forth above. The Contractor is further required to give written notice any time it estimates that the current funding ceiling is inadequate to cover the cost of its continued performance for a period of more than 60 days or until the end of the current term of the contract if less than 60 days.

(c) In consideration for services performed under this contract, the Contractor shall be paid in accordance with the prices set forth in the Pricing Schedule (See Attachment B).

If a task order is cost reimbursement, the Contracting the Officer shall determine on an individual task order basis payment arrangements and applicability of the Pricing Schedule, Attachment B.

B. 3 MATO 301-22 CONTRACT DEFINITION (MATO 2006)

(a) This is a firm fixed price, indefinite delivery contract, as defined under Subparts 16.202 and 16.5 of the Federal Acquisition Regulation for fixed price task orders.

(b) This is a time and materials, indefinite delivery contract, as defined under Subparts 16.601 and 16.5 of the Federal Acquisition Regulation for task orders which are designated by the Contracting Officer as time and materials task orders.

(c) This is a cost reimbursement, indefinite delivery contract, as defined under Subparts 16.301 and 16.5 of the Federal Acquisition Regulation for task orders which are designated by the Contracting Officer as cost reimbursement task orders.

B. 4 MATO 301-25 TASK ORDER COMPETITION (MATO 2006)

At the discretion of the Government, abstracts of individual task orders shall be competed among the contracts awarded pursuant to FAR 16.505. Source selection decisions shall not be subject to the Disputes Clause of this contract (FAR 52.233-1 or its Alternate).

B. 5 MATO 301-28 TIME AND MATERIALS LABOR CLASSIFICATION AND RATES (MATO 2006)

With regard to all time and materials and fixed price task orders, the labor rates listed in the pricing schedule (see Attachment B) shall be the firm fixed hourly rates of charge for personnel provided under this contract. For Cost Reimbursement, the Contracting Officer will determine the applicability of the Pricing Schedule. The labor rates shall be complete charges, inclusive of all wage payment, overhead, and indirect costs.

B. 6 MATO 301-27 MATERIALS REIMBURSEMENT (TIME AND MATERIALS TASK ORDERS) (MATO 2006)

(a) Labor exclusive direct costs (other direct costs), including expenses for materials, direct travel, lodging and subsistence and other necessary supportive items or services related to Time and Materials Task Orders; Work Orders; and Air, Per Diem and Miscellaneous costs associated with Travel shall be directly reimbursed as directed. (b) No direct costs shall be reimbursed unless allowable under cost principles of Part 31 of the Federal Acquisition Regulations. Reimbursement of other direct cost shall be governed by the incorporated clause entitled "Allowable Cost and Payment". (c) A material handling overhead shall be separately reimbursed. That shall apply as a set percentage of direct materials expenditures. The material handling overhead rates are as follows: See attached overhead rate agreement. (d) The material handling overhead rates listed above include only indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures

consistent with FAR Part 21 and do not contain fee or profit. (e) This clause shall only apply to the reimbursement of costs incurred under Time and Materials Task Orders; and for Air, Per Diem and Miscellaneous Costs associated with Travel.

B. 7 MATO 301-24 PRICING SCHEDULE (MATO 2006)

The prices for services set forth in the Pricing Schedule shall apply for payment purposes for all quantities acquired under this contract. The Contractor may not charge the Government for any services associated with this contract at any prices or rates other than those specified in the Pricing Schedule. The pricing schedule is attached to this contract as Attachment B. If a task order is issued as cost reimbursement, the Contracting Officer will make a decision as to the applicability of the Pricing Schedule.

B. 8 MATO 301-26 CONTRACT MINIMUM/MAXIMUM (MATO 2006)

The Government guarantees a minimum of \$100.00 per contract for the contract period (from the effective date indicated on the standard form 26 to June 6, 2009, in accordance with MATO 305-4 Period of Performance.) The total cost of all task orders awarded during the contract period shall not exceed Category B: \$500 million per contractor, all other categories: \$300 million per contractor.

The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause, or if the contract is cancelled at the request of the contractor.

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

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

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment 1 . 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. The technical proposal was dated 2/7/05.

C. 2 MATO 311-1 CONTRACT TYPE (MATO 2006)

The type of contract instrument selected will be determined on a task order by task order basis, based on the criteria contained in FAR 16.1, Selecting Contract Types. Only one contract type shall be used on an individual task order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

This is a performance based service contract as defined in Office of Management and Budget (OMB) policy letter 91-2 (April 9, 1999).

Individual Task Orders of no less than \$25,001 and no higher than \$25,000,000, will be awarded at the Contracting Officer's discretion on a Fixed-Price, Time and Materials, or Cost Reimbursement basis. The Contractor will be reimbursed as consideration for the satisfactory performance of the work specified by each task order.

Task Orders may be fully funded or incrementally funded.

C. 3 MATO Task Order Procedures (MATO 2006)

These procedures apply to task orders issued under this contract. Any services to be furnished under this contract will be ordered by the issuance of task orders. Task orders shall be issued in accordance with FAR 52.216-8 (Fixed Fee), 52.216-19 (Delivery Order Limitation), 52.216-22 (Indefinite-Quantity), and 52.243-2 (Cost Reimbursement).

In addition:

(a) Only a Contracting Officer has the authority to issue a task order under this contract. The designated Contracting Officer (CO), Contracting Officer's Representative (COR), and Contract Specialist (CS) will be identified for each individual task order.

(b) This contract is for the use of the Department of Education.

(c) All task orders are subject to the terms and conditions of the contract. In the event of a conflict between a task order and the contract, the contract shall take precedence.

(d) No work will be performed and no payment will be made except as authorized by a task order.

(e) The Government intends to use electronic commerce methods to the maximum extent practicable. Correspondence will be sent to the email addresses provided on contract proposal submittal cover pages.

(f) Task orders shall be issued by the Contracting Officer in accordance with the procedures specified in this clause.

(g) All contractors under the specific area(s) of expertise (A-E) will be given a fair opportunity to be considered for each award, unless the procurement is set aside for small businesses, in which case all small business contractors will be given a fair opportunity to be considered for each award.

(h) An abstract of each task order will be issued to all contractors under the specific area(s) of expertise (A-E), unless the procurement is set aside for small businesses, in which case an abstract of each task order will be issued to all small business contractors under the specific area(s) of expertise (A-E). In order to be considered for an award of a task order, contractors shall submit a capability statement not to exceed 10 pages (excluding resumes), in response to the abstract. Based upon review of submitted capability statements, ED will select which contractors will receive a full request for proposals.

(i) In accordance with FAR 15.306(c)(2), the Contracting Officer may determine that the number of most highly rated capability statements, that might otherwise be included in the competitive range, exceeds the number at which an efficient competition can be conducted. The Contracting Officer may limit the number of contractors in the competitive range to the greatest number that will permit an efficient competition.

(j) A full request for proposal, to include a statement of work, schedule of deliverables, and other additional instructions as needed for each individual task order to be issued under this contract, will be issued to all selected contractors qualifying under the specific area(s) of expertise (A-E), unless the procurement is set aside for small businesses, in which case an abstract of each task order will be issued to all selected small business contractors qualifying under the specific area(s) of expertise

(A-E). The request will state whether the task order is to be fixed price, time and materials, cost-reimbursement, or a combination thereof.

(k) A contractor that is included in the competition for award of a task order may choose not to submit a capability statement or a proposal. In the event that the contractor chooses not to submit a proposal, the contractor shall notify the Contracting Officer in writing of its decision. Failure to submit a proposal will not preclude the contractor from any future opportunities to compete for task orders.

(l) Proposals shall include separate cost and technical proposals for that specific task order. Proposals must delineate which portions of the task order shall be performed by the prime contractor and the subcontractor (needed only if subcontractors are proposed), respectively. Proposals shall be due 10 (ten) working days from the date of request, and shall be submitted by email and in hard copy unless otherwise stated. Task order proposals that are submitted by facsimile will not be accepted.

(m) Past performance on earlier tasks, including quality of deliverables, cost control, price, cost and other relevant factors may be considered in the award of a task order to a particular contractor. The Government reserves the right to make award based on initial offers. Task order award(s) will be made to the offeror(s) whose proposal is determined to best meet the needs of the Government after consideration of all factors and provides the "best value."

(n) Contractors are cautioned that the Government, in conducting the task order proposal evaluation, may use data provided by the contractor in its proposal as well as data obtained from other sources, including previously awarded task orders. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the contractor.

(o) In competitive situations the Government reserves the right to award a task order without discussions. However, if discussions are necessary, the Government will conduct them with all contractors submitting technically acceptable proposals. For task orders competed, late proposals will be handled in accordance with the rules set forth in FAR clause 52.215-1, Instructions to Offerors - Competitive Acquisition."

(p) Each finalized task order will be signed by the Contracting Officer as a single party instrument, not requiring the contractor's signature. The contractor's acceptance of each task order shall be presumed by its commencement of work called for therein. The contractor is cautioned to observe the following instructions:

1. If the Contractor finds any task order unacceptable for any reason, it shall contact the Contracting Officer within 24 hours after receipt of such task order and not begin the work required therein until the problem has been resolved;

2. The Contractor shall not accept any task order that exceeds the "not-to-exceed" amount of contract or which require performance beyond the contract completion date, unless approved by the Contracting Officer;

3. If at any time during the performance of a time and materials task order, the contractor has reason to believe that the total price to the Government to complete the task order will be greater than the authorized amount, the contractor shall notify the Contracting officer. At that time the contractor shall provide revised estimate of the total price for performing the task, supporting reasons, and documentation. If fewer hours or materials are required, only the hours and materials actually used shall be invoiced.

(q) Each finalized task order will contain the following:

1. Project Title;
2. Date of Award;
3. Contract Number;
4. Task Order Number;
5. Type of Task Order;

(a) Fixed price task orders shall include the total firm fixed price, schedule of deliverables, and a corresponding payment schedule; and

(b) Time and materials and cost-reimbursement task orders shall include the total not-to-exceed amount, authorized hours of labor by labor classification and authorized dollar amounts for labor, materials, and materials overhead, generally by incorporating the contractor's cost proposal.

6. Period of Performance;
7. Name and Address of Contracting Officer's Representative (COR);
8. Name and Address of Contract Specialist (CS);
9. Name and Address of Contract Administrator;
10. Name and Address of designated billing officer;
11. Dollar Amount of Task Order;
12. Shipment and Marking of Deliverables;
13. Invoice and Contract Financing Requests Submission;
14. Key Personnel;

15. The statement of work for the task order and the Contractor's proposal for the task order shall be incorporated by reference. In case of a conflict between the statement of work and the contractor's proposal, the former shall take precedence.

(r) Performance-based task orders shall include a listing of the dollar amount available for incentives and the standards that shall be used to evaluate the incentives; generally described in the Quality Assurance Surveillance Plan (QASP).

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

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

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: to be determined and stated for each issued task order (c) Mark deliverables for: to be determined and stated for each issued task order

D. 2 303-4 PACKING (MAR 1986)

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

D. 3 303-2 F.O.B. DESTINATION (MARCH 1986)

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

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

E. 1 304-1a INSPECTION AND ACCEPTANCE (APRIL 1984)

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

Inspection and acceptance will be performed at:

to be determined and stated for each issued task order

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F. 1 MATO 305-4 PERIOD OF PERFORMANCE (MATO 2006)

The period of performance for the contract will be from the effective date indicated on the standard form 26 to June 6, 2009.

Task Orders issued hereunder shall be issued by the last date of the contract period.

Task Orders shall be issued during this period of performance in accordance with the clauses entitled Task Order Procedures.

The Government shall have the right to unilaterally extend the period of performance of this contract up to a maximum of five years solely for the completion of Task orders issued prior to the expiration date of the contract.

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

G. 1 306-2 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. 2 306-9a BILLING RATES (APRIL 2004)

(a) Pending the establishment of provisional rates for the fiscal year, the Contractor shall be reimbursed for its indirect costs on the basis of the temporary billing rates set forth below. The Contractor shall submit an indirect cost rate proposal to its cognizant federal agency within ninety (90) days of receipt of the task order award or the temporary billing rates become invalid. The rates shall remain in effect for a period of ninety (90) days or until the time approved rates are established by the cognizant agency, whichever comes first.

(b) The temporary billing rates applicable to this contract are:  
See attached overhead rate agreement.

(c) Organizations that fall under the cost cognizance of the U. S. Department of Education (ED) should submit a request for indirect cost rate approval after receipt of a cost reimbursement task order under this contract to:  
U. S. Department of Education  
OCFO Indirect Cost Group  
400 Maryland Avenue, SW  
FB-6 Room 4W103  
Washington, DC 20202-4201

A copy of the request should be sent to the Contracting Officer within 90 days of award of a cost reimbursement task order, or the indirect rates may be disallowed.

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

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates

shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

(b) The provisional overhead rate(s) applicable to this contract:

See attached overhead rate agreement.

#### G. 4 MATO 52.216-19 ORDER LIMITATIONS (MATO 2006)

(a) Minimum Order. When the Government requires supplies or services covered by the contract in an amount of less than \$25,001 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor any order or series of orders that together call for the contractor to provide more than \$25,000,000.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within 24 hours after issuance, with written notice stating the Contractor's intent not to provide the supplies or services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### G. 5 MATO 306-1 INVOICE AND CONTRACT FINANCING REQUESTS (MATO 2006)

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

(B) The contractor shall submit the original to the designated billing office identified in each task order issued and one copy of the invoice or contract financing request to the COR identified in each task order issued.

NOTE: Invoices or contract financing requests must be sent to the designated billing office indicated in each task order issued under this contract.

#### G. 6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after - See F.1 Period of Performance

(End of Clause)

#### G. 7 307-5 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.

G. 8 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: to be determined and stated for each issued task order. The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

G. 9 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. Richard Stakelum (619)794-9059

## 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. 2 307-14 COMPUTER SYSTEM DESIGN AND IMPLEMENTATION REQUIREMENTS (APRIL 1999)

#### 1. System Development Standards

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

#### 2. Project Documentation Plans

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

#### 3. Data Control and Validation

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

#### 4. Programming Language

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

#### 5. System Documentation

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

#### 6. Computer Software

- (a) All computer software development under this contract becomes the property of the U.S. Government. In addition, unless specifically exempted by the Contracting Officer, all computer software used by the Contractor on this contract must be delivered to the Government without limitation on the rights of usage and with sufficient documentation to permit the Government to modify and enhance the software with the assistance of the Contractor.

#### 7. Government Furnished Documents

Copies of the ED "Software Life Cycle Management and Documentation Manual" will be furnished on request. Telephone requests should be directed to : to be determined and stated for each issued task order at Telephone Number . Written requests should be directed to the following address:

#### 8. Federal Information Processing Standards (FIPS)

A list of all applicable FIPS is attached. The FIPS publications can be accessed from the following web-site (FIPS Home Page):  
<http://www.nist.gov/itl/div897/pubs/index.htm>.

These publications may also be ordered from the National Technical Information Service (NTIS), U.S. Department of Commerce; Springfield, VA; Telephone: 1-800-553-NTIS (6847) or 703-605-6000.

H. 3 307-17 ORGANIZATIONAL CONFLICTS OF INTEREST (APRIL 1984)

(A) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(B) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

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

#### H. 4 307-19a REDACTED PROPOSALS (APRIL 2004)

The contractor shall provide a redacted copy of its successful technical proposal for the original contract and any awarded task orders to the Contracting Officer within five (5) days after contract or task order 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. 5 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

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

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

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

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

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

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

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

#### H. 6 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

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

(i) The systems of records; and

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

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

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

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on

individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

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

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

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

(End of Clause)

H. 7 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

H. 8 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of Clause)

H. 9 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) "Services (except construction)." At least 50 percent of the cost of contract performance

incurred for personnel shall be expended for employees of the concern.

(2) "Supplies (other than procurement from a nonmanufacturer of such supplies)." The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) "General construction." The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) "Construction by special trade contractors." The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

H. 10 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone

small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not,

why not;

- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

#### H. 11 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of Clause)

H. 12 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

H. 13 3452.243-70 KEY PERSONNEL (AUG 1987)

The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort.

No diversion or substitution shall be made by the contractor without the written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect that addition or deletion of personnel.

H. 14 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the Contracting Officer's Technical Representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium.

This acknowledgment shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number Contract Number ED06CO0080 . The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

(END OF CLAUSE)

H. 15 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

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

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

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

(End of Clause)

H. 16 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data-General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data-General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data-General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

H. 17 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)

(a) "Definitions." "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this

clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) "Allocation of rights."

(1) "Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) "Copyright"--

(1) "Data first produced in the performance of this contract." Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) "Data not first produced in the performance of this contract." The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in paragraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) "Removal of copyright notices." The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) "Release, publication and use of data."

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) "Unauthorized marking of data."

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) "Omitted or incorrect markings."

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) "Protection of limited rights data and restricted computer software."

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

(h) "Subcontracting." The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) "Relationship to patents." Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

H. 18 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

The acquisition and management of Federal Information Processing

(FIP) resources shall be conducted in a manner that ensures

access to computer and telecommunications products and services

by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996,P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

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

#### H. 19 316-1 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. 20 308-2 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (March 1999)

(a) Any research activities under this contract involving human subjects are governed by Department of Education (ED) regulations for the protection of human subjects in research, Title 34, Code of Federal Regulations, Part 97. Part 97 requires the contractor, subcontractors and any other entities involved in covered research activities to establish and maintain procedures for the protection of human subjects. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, "covered research" means research involving human subjects that is not exempt under 34 CFR 97.101(b) and 34 CFR 97.401(b). The requirements at Part 97 apply to all entities involved in covered research under this contract. The requirements of this

clause apply to the Contractor, regardless of which entity performs the covered research. The contractor shall comply with Part 97 and shall ensure that each entity involved in covered research activities complies with Part 97.

(b) The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with 34 CFR Part 97 and with the Contractor's current Assurance of Compliance on file with ED or the Office for Protection from Research Risks, Department of Health and Human Services.

(c) Under no condition shall the Contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the Certification that the research has been reviewed and approved by the Institutional Review Board (IRB) [34 CFR 97.103(f)]. No covered research involving human subjects shall be initiated under this contract until the Contractor has provided the Contracting Officer (or the Contracting Officer's designee) a properly completed Certification form certifying IRB review and approval of the research activity, and the Contracting Officer or designee has received the Certification. This restriction applies to the activities of each participating entity.

(d) In accordance with 34 CFR 97.109(e), an IRB must conduct continuing reviews of covered research activities at intervals appropriate to the degree of risk, but no less than once a year. Covered research activities that are expected to last one year or more are therefore subject to review by an IRB at least once a year.

- (1) For each covered activity under this contract that requires continuing review, the contractor shall submit an annual written representation to the Contracting Officer (or the Contracting Officer's designee) stating whether covered research activities have been reviewed and approved by an IRB within the previous 12 months. The contractor may use Optional Form 310 for this representation. For multi-institutional projects, the contractor shall provide this information on its behalf and on behalf of any other entity engaged in covered research activities for which continuing IRB reviews are required.
- (2) If the IRB disapproves, suspends, terminates or requires modification of any covered research activities under this contract, the Contractor shall immediately notify the Contracting Officer in writing of the IRB's action.

(e) The Contractor shall bear full responsibility for performing as safely as is feasible all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. No one (neither the Contractor, nor any subcontractor, agent or employee of the Contractor, nor any other person or organization, institution, or group of any kind whatsoever)

involved in the performance of such activities shall be deemed to constitute an agent or employee of the Department of Education or of the Federal Government with respect to such activities.

The Contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring

professional judgement or otherwise, as an independent Contractor

without imputing liability on the part of the Government for the acts of the Contractor and its employees.

(f) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b), (c) and (d) above, the Contractor shall immediately correct the deficiency. If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial and Chief Information Officer, or the sponsoring office, that the Contractor is not in compliance with any of the requirements or standards stated in paragraphs (b), (c) and (d) above, the Contracting Officer may immediately suspend, in whole or in part, work and

further payments under this contract until the Contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

(g) The Government may terminate this contract, in full or in part, for failure to fully comply with any regulation or requirement related to human subjects involved in research. Such termination may be in lieu of or in addition to suspension of work or payment. Nothing herein shall be construed to limit the Government's right to terminate the contract for failure to fully comply with such

requirements.

(End of clause)

H. 21 307-8 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. 22 307-7c 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:

to be determined and stated for each issued task order.

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. 23 307-7b 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.

The following items are approved for development or production:

to be determined and stated for each issued task order.

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. 24 307-3 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. 25 307-2 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: Richard Stakelum (619) 794-9051 and others as indicated in the proposal.

H. 26 MATO 307-9 QUALITY SURVEILLANCE PLAN (MATO 2006)

The work performed under this contract is subject to the technical review of the Contracting Officer's Representative (COR). In general, the work will be evaluated in terms of how well the requirements of the contract are satisfied and the extent to which the work performed follows the time-line and the approach set forth in the contractor's proposal to individual Task Orders.

It is the government's intent to issue performance-based task orders to the fullest extent possible. Each performance-based task order will be evaluated in accordance with a Quality Assurance Surveillance Plan (QASP). The QASP will entail a list of key deliverables, services, or other activities; the evaluation criteria; and the possible award fee or incentives.

To be eligible for any award fee or incentives, any key deliverables, services, or other activities must be delivered or completed within the time period specified in the task order. The only exception will be for government caused delay. In the event of government caused delay, the contractor shall notify the CO of the delay and request the CO amend the due date accordingly. The decision to amend the due date rests solely with the CO and is not subject to the Disputes Clause.

To be eligible for any award fee or incentives, any key deliverables, services, or other activities must be delivered or completed within the budget specified in the contractor's final proposal revisions. The only exception is if the CO modifies the task order in writing. The decision to amend the task order lies solely with the CO and is not subject to the Disputes Clause.

The determination of an award fee or incentive will be made unilaterally and in writing by the CO. This decision is not subject to appeal under the Disputes Clause of this contract.

The CO's determination regarding any award fee or incentives does not alter the contractor's responsibilities to perform their contractual obligations.

H. 27 MATO 306-8a ADDRESS UPDATE (MATO 2006)

All address updates shall be submitted to the following email address:  
OCFOAskContractsandAcquisitions@ed.gov.

H. 28 MATO 306-4a SMALL BUSINESS REPORTS (MATO 2006)

Offerors shall submit a subcontracting plan for the original task order proposal and an update for significant contract value changes, at the discretion of the Contracting Officer. Modification subcontracting plan updates will entail a modification-specific plan and a cumulative plan. The Offeror's subcontracting plans shall be submitted with task order business proposals. The format will be provided in the task order proposal instructions.

Task order contracts will require Offerors to submit a monthly small business progress report, to include a narrative and reporting chart. The format will be provided in the task order proposal instructions.

H. 29 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the

contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12 of the FAR; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

#### H. 30 307-19 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. 31 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (AUG 2005)

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 (Feb 2006), 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. 32 307-13 DEPARTMENT SECURITY REQUIREMENTS (FEBRUARY 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 (June 2005); 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 : to be determined and stated for each issued task order or via e-mail at . Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): Moderate Risk (MR): Low Risk (LR): All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause. The contractor shall: - Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States. - Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening. - Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a

Department contract and ensure that the forms are complete. - Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer. - Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. - Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. - Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. - Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. - Officially notify each contractor employee if he or she will no longer work on a Department contract. - Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

H. 33 306-4 SUBCONTRACTING REPORTS (APR 2006)

The Contractor shall submit a report for subcontracting under this particular contract and a summary report on subcontracts in all contracts between the Contractor and the Department of Education which contain subcontract goals for awards to small business and small disadvantaged business concerns. The Contractor shall submit subcontracting reports through the electronic Subcontracting Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov).

The reports shall be submitted semi-annually and annually according to the instructions on the eSRS website.

H. 34 306-17 THE SMALL BUSINESS SUBCONTRACTING PROGRAM (APRIL 2005)

The subcontracting plan submitted and approved by the Contracting Officer for this requirement is incorporated as Attachment 2

**SECTION I  
CONTRACT CLAUSES**

I. 1 3452.202-1 DEFINITIONS (AUG 1987)

(Reference 3452.202-1)

I. 2 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987)

(Reference 3452.242-71)

I. 3 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

(Reference 3452.242-73)

I. 4 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 5 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 6 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

The fill in states: Task Order award

I. 7 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION  
(MAY 1999)

(Reference 52.232-34)

I. 8 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 52.232-25)

I. 9 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 10 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 11 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

I. 12 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)

(Reference 52.232-7)

I. 13 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 52.249-2)

I. 14 52.248-1 VALUE ENGINEERING (FEB 2000)

(Reference 52.248-1)

I. 15 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

I. 16 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 17 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAR 2001)

(Reference 52.246-6)

I. 18 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

I. 19 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

I. 20 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)  
(MAY 2004)

(Reference 52.245-5)

I. 21 52.244-2 I SUBCONTRACTS (AUG 1998)--ALTERNATE I (JAN 2006)

(Reference 52.244-2 I)

I. 22 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 23 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 24 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 25 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

(Reference 52.249-4)

I. 26 52.244-2 SUBCONTRACTS (AUG 1998)

(Reference 52.244-2)

I. 27 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(Reference 52.243-3)

I. 28 52.243-2 V CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)

(Reference 52.243-2 V)

I. 29 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

I. 30 52.243-1 V CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE V (APR 1984)

(Reference 52.243-1 V)

- I. 31 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)  
(Reference 52.243-1 I)
- I. 32 52.242-15 STOP-WORK ORDER (AUG 1989)  
(Reference 52.242-15)
- I. 33 52.242-13 BANKRUPTCY (JUL 1995)  
(Reference 52.242-13)
- I. 34 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)  
(Reference 52.230-6)
- I. 35 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)  
(Reference 52.230-5)
- I. 36 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)  
(Reference 52.230-3)
- I. 37 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)  
(Reference 52.230-2)
- I. 38 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)  
(Reference 52.227-17)
- I. 39 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)  
(Reference 52.227-2)
- I. 40 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
(Reference 52.223-14)
- I. 41 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
(Reference 52.223-13)
- I. 42 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
(Reference 52.223-6)
- I. 43 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
(Reference 52.222-36)
- I. 44 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [DEC 2001]  
(Reference 52.222-35)
- I. 45 52.222-26 EQUAL OPPORTUNITY (APR 2002)  
(Reference 52.222-26)
- I. 46 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Reference 52.222-22)

I. 47 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 48 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

(Reference 52.216-27)

I. 49 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Reference 52.203-12)

I. 50 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Reference 52.203-11)

I. 51 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 52 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 53 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 54 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(Reference 52.203-6)

I. 55 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 56 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 57 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

(Reference 3452.242-72)

The fill-in reads: the end date of a specific task order.

I. 58 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(Reference 52.216-22)

The first fill-in reads: the contract effective date, indicated on the SF 26. The second fill-in reads: the contract end date (See F.1 Period of Performance)

I. 59 52.216-18 ORDERING (OCT 1995)

(Reference 52.216-18)

The fill-in reads: 7th.

I. 60 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(Reference 52.216-7)

I. 61 52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (JAN 1997)

(Reference 52.216-4)

I. 62 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(Reference 52.215-19)

I. 63 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

The fill-in reads: to be determined and stated for each issued task order.

I. 64 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(Reference 52.215-1)

I. 65 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Reference 52.209-6)

I. 66 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 67 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)

(Reference 3452.237-71)

I. 68 3452.208-70 PRINTING (AUG 1987)

(Reference 3452.208-70)

I. 69 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference 3452.227-71)

I. 70 3452.232-71 INCREMENTAL FUNDING (AUG 1987)

(Reference 3452.232-71)

I. 71 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)

(Reference 3452.227-72)

I. 72 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of Clause)

I. 73 52.252-2a CLAUSES INCORPORATED BY REFERENCE (MAY 2001)

The addresses referred to in clause 52.252-2 for electronic access to the full text of clauses are:

<http://www.acquisition.gov/far/index.html> for FAR clauses and  
<http://www.ed.gov/policy/fund/reg/clibrary/edar.html> for EDAR clauses.

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

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

Attachment 1: Statement of Work Attachment 2: Pricing Schedule Attachment 3: Guidelines for Preparing Vouchers Attachment 4: Indirect Rate Agreement