

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input type="checkbox"/>		RATING		PAGE OF PAGES 1 4	
2. CONTRACT (Proc. Inst. Ident.) NO. GS10F0087J		3. EFFECTIVE DATE SEP 24, 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. EDOERI-02-000459/ern 020007			
5. ISSUED BY		CODE		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HUMAN RESOURCES RESEARCH ORGANIZATION 66 CANAL CTR PLZ STE 400 ALEXANDRIA VA 223141573				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Schedule)		9. DISCOUNT FOR PROMPT PAYMENT 0 Days 0% Net 30	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE	
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						
15G. TOTAL AMOUNT OF CONTRACT <input type="checkbox"/>							\$9,337,689.00
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	I		CONTRACT CLAUSES	-
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT	-	J		LIST OF ATTACHMENTS	-
	D	PACKAGING AND MARKING	-	PART IV - PRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE	-	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
	F	DELIVERIES OR PERFORMANCE	-	L		INSTRS., CONDS., AND NOTICES TO OFFERORS	-
	G	CONTRACT ADMINISTRATION DATA	-	M		EVALUATION FACTORS FOR AWARD	-
	H	SPECIAL CONTRACT REQUIREMENTS	-				
CONTACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
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 Helen Chang (HMC) (202) 245-6173 Helen.Chang@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	QUALITY ASSURANCE OF NAEP PROCESSES AND DATA/GSA BUY Accounting and Appropriation Data: 1100A2002.B.2002.ERN00000.R52.2521A.000.902.0000.000000 \$1,803,213.00 BOC: 2521A	1.00	SE	1,803,213.00	1,803,213.00
0002	NAEP QUALITY ASSURANCE - CHANGE ORDER Accounting and Appropriation Data: 1100A2003.B.2003.ERN00000.R52.2521A.000.902.0000.000000 \$543,682.00 BOC: 2521A	1.00	SE	543,682.00	543,682.00
0003	OPTION FUNDING FOR THE NAEP QUALITY ASSURANCE CONTRACT. Accounting and Appropriation Data: 1100A2003.B.2003.ERN00000.R52.2521A.000.902.0000.000000 \$1,624,624.00 BOC: 2521A	1.00	SE	1,624,624.00	1,624,624.00
0004	NAEP 2003-2007 QUALITY ASSURANCE - ADDITIONAL SITE VISITS. Accounting and Appropriation Data: 0101A2003.B.2003.ER000000.E15.2521A.000.850.0000.000000 \$69,237.00 BOC: 2521A	1.00	SE	69,237.00	69,237.00
0005	INCREMENTAL FUNDING FOR THE NAEP QUALITY ASSURANCE OF PROCESSES AND DATA Accounting and Appropriation Data: 1100A2004.B.2004.ERN00000.R52.2521A.000.902.0000.000000 \$1,729,312.00 BOC: 2521A	1.00	SE	1,729,312.00	1,729,312.00
0006	OPTION PERIOD 3 TO THE NAEP QUALITY ASSURANCE ACTIVITY Accounting and Appropriation Data: 1100A2005.B.2005.ERN00000.R52.2521A.000.902.0000.000000 \$1,773,803.00 BOC: 2521A	1.00	SE	1,773,803.00	1,773,803.00
0007	NAEP QUALITY ASSURANCE SUPPORTS NAEP EVALUATIONS AND 60 SITE VISITS Accounting and Appropriation Data: 1100A2006.B.2006.ERN00000.R52.2521A.000.902.0000.000000 \$1,793,818.00	1.00	SE	1,793,818.00	1,793,818.00

Table of Contents

SECTION	4
. 1 AWARD.....	4

SECTION

. 1 AWARD

AWARD.doc

Table of Contents

Page

SECTION B -
 B.1 TERMS AND CONDITIONS I:\CPO\GROUPD\ITB\NAEP\B.1 Terms.doc.....
 B.2 PRICING I:\CPO\GROUPD\ITB\NAEP\B.2 Pricing.doc.....
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....
 C.1 302-2 SCOPE OF WORK (FEBRUARY 1985).....
SECTION D - PACKAGING AND MARKING
 D.1 303-1 SHIPMENT AND MARKING (MARCH 1986).....
SECTION E - INSPECTION AND ACCEPTANCE.....
 E.1 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)
SECTION F - DELIVERIES OR PERFORMANCE.....
 F.1 305-4 PERIOD OF PERFORMANCE (MARCH 1986)
 F.2 305-8 DELIVERY SCHEDULE (MARCH 1986).....
SECTION G - CONTRACT ADMINISTRATION DATA
 G.1 INVOICING PROCEDURES I:\CPO\GROUPD\ITB\NAEP\G.1 Invoicing.doc
 G.2 306-5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR).....
 G.3 306-8 CONTRACT ADMINISTRATOR (FEB 1985).....
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....
 H.1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH
 DISABILITIES
 H.2 307-13 DEPARTMENT SECURITY REQUIREMENTS (APRIL 1999).....
 H.3 307-17 ORGANIZATIONAL CONFLICTS OF INTEREST
 H.4 307-19 REDACTED PROPOSALS (DECEMBER 1998).....
 H.5 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)
 H.6 307-3 DUAL COMPENSATION (MARCH 1985).....
 H.7 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH
 1985)
 H.8 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999).....
 H.9 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999) .
 H.10 3452.215-33 ORDER OF PRECEDENCE (AUG 1987).....
 H.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
SECTION I - CONTRACT CLAUSES.....
 I.1 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)
 I.2 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (AUG 1987).....
 I.3 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987).....
 I.4 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO
 PERSONS WITH DISABILITIES
 I.5 3452.243-70 KEY PERSONNEL (AUG 1987)
SECTION J - LIST OF ATTACHMENTS
 J.1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

SECTION B

B.1 TERMS AND CONDITIONS

This contract is subject to the terms and conditions of the MOBIS schedule contract GS-10F-0087J, including and as appended by the clauses contained herein.

B.2 PROVISION FOR PRICING AND PAYMENT

The total cost to the Government for the base year of this contract will be \$ 1,803,213.00, of which \$17,151.00 represents the fixed fee and \$70,973.00 represents the maximum possible award fee.

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, contained in Attachment A. This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D
PACKAGING AND MARKING

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

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

Isadora Binder
Contract Specialist
U.S. Department of Education
ROB-3, RM 3069
7th & D Streets, S.W.
Washington, DC 20202-4447

and

Andrew Malizio
Contracting Officer's Representative
U.S. Department of Education
1990 K Street, RM 9010
Washington, DC 20202

SECTION E
INSPECTION AND ACCEPTANCE

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

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

SECTION F
DELIVERIES OR PERFORMANCE

F.1 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from September 24, 2002 to September 23, 2003, inclusive of all specified deliveries and/or task work.

F.2 305-8 DELIVERY SCHEDULE (MARCH 1986)

The following items shall be delivered in accordance with the Schedule of Deliverables contained in Attachment B.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICING PROCEDURES

Payments shall be rendered in accordance with the schedule of deliverables contained in Attachment B.

The Contractor shall submit an original invoice to the Contract's Office. A copy of the original invoice shall be sent to the Contracting Officer's Technical Representative.

Isadora Binder
Contract Specialist
U.S. Department of Education
ROB-3, RM 3069
7th & D Streets, S.W.
Washington, DC 20202-4447

and

Andrew Malizio
Contracting Officer's Representative
U.S. Department of Education
1990 K Street, RM 9010
Washington, DC 20202

The Contractor will be paid 30 days following receipt of a proper invoice.

An invoice is deemed proper if it contains the following items:

1. Government contract number
2. Vendor name and address
3. Invoice date
4. Invoice number (numbered consecutively)
5. Deliverable description, price, and date
6. Contact title and telephone number

The final invoice shall be marked, "Final Invoice" and shall be submitted within three months of the expiration of the contract.

G.2 306-5 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(APRIL 1986) (a) The Contracting Officer's Technical Representative (COTR) 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 COTR 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 COTR. No such changes shall be made without the written authorization of the Contracting Officer.

(c) The COTR's name and address:

Andrew Malizio
Contracting Officer's Representative
U.S. Department of Education
1990 K Street, RM 9010
Washington, DC 20202
Tel: (202) 219-7006

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

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

ED-02-CO-0039

SECTION G
CONTRACT ADMINISTRATION DATA

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

Program Contact:

Sunny Sipes

Deputy Project Director (Program Contact)

Contract Contact

Jim McCune

Contracts Review Manager

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.2 307-13 DEPARTMENT SECURITY REQUIREMENTS (APRIL 1999)

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, Information Technology Security Manual, Handbook Number 6; and
- D. The U.S. Department of Education, Personnel Security -

Suitability Program, Handbook Number 11. The Contractor may arrange to review copies of the above referenced documents by contacting the Contract Specialist at telephone number 202-708-5141. The Contractor shall include this provision in any subcontract(s) awarded pursuant to this contract.

H.3 307-17 ORGANIZATIONAL CONFLICTS OF INTEREST

(ED 307-17) (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.4 307-19 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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

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

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed:

Lauress Wise	Project Director	Activity 1 Coordinator
Sunny Sipes	Project Deputy Director	Activity 3 Director
Paul Sticha	Management Team Member	Activity 2 Coordinator
Gene Hoffman	Management Team Member	Activity 4 Coordinator
Steve Sellman	Management Team Member	Activity 5 Coordinator
Carolyn Harris	Management Team Member	Site Visit Team Leader

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

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

H.7 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

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

H.8 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition. A copy of the most recent edition of the manual may be found at <http://ocfo.ed.gov/offices/OCFO/contracts/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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

requirements and to suggest solutions to ensure the software complies.

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

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

H.9 317-1 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.10 3452.215-33 ORDER OF PRECEDENCE (AUG 1987)

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

- (a) The Schedule (excluding the work statement or specification).
- (b) The contract clauses (Section I).
- (c) Any incorporated documents, exhibits, or attachment, excluding the work statement or specifications and the contractor's proposal, representations, and certifications,
- (d) The work statement or specifications, and
- (e) The contractor's proposal, as amended, including representations and certifications.

H.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

options under this clause, shall not exceed 5 years

OPTION 1

The total cost to the Government for the first option year will be \$ 1,624,624.00, of which \$15,476.00 represents the fixed fee and \$61,517.00 represents the maximum possible award fee.

OPTION 2

The total cost to the Government for the second option year will be \$1,729.00, of which \$16,487.00 represents the fixed fee and \$64,282.00 represents the maximum possible award fee.

OPTION 3

The total cost to the Government for the third option year will be \$1,773,803.00, of which \$16,886.00 represents the fixed fee and \$68,254.00 represents the maximum possible award fee.

OPTION 4

The total cost to the Government for the fourth option year will be \$1,793,818.00, of which \$17,077.00 represents the fixed fee and \$69,200 represents the maximum possible award fee.

**SECTION I
CONTRACT CLAUSES**

I.1 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)

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

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

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

I.3 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)

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

I.4 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Sections 504 of the Americans with Disabilities Act (1990), and any implementing regulations of the Department.

I.5 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.

SECTION J
LIST OF ATTACHMENTS

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

Attachment A: Statement of Work

Attachment B: Schedule of Deliverables

Attachment C: Education IT Security Policy Manual

Attachment D: Contractor's Final Proposal Revision by reference

ATTACHMENT A



United States Department of Education

STATEMENT OF WORK

**National Assessment of Educational Progress (NAEP):
Quality Assurance of Process and Data Procurement**



United States Department of Education

**ATTACHMENT A
STATEMENT OF WORK**

**National Assessment of Educational Progress (NAEP):
Quality Assurance of Process and Data Procurement**

QUALITY ASSURANCE OF NAEP PROCESSES AND DATA

Procurement Overview

Purpose and Legislative Authority for NAEP

The National Assessment of Educational Progress (NAEP), also known as "the Nation's Report Card," is the only nationally representative and continuing assessment of what America's students know and can do in various subject areas. Since 1969, assessments have been conducted periodically in reading, mathematics, science, writing, U.S. history, civics, geography, and the arts.

The National Assessment of Educational Progress Improvement Act, Part C of Public Law

100-297, which is now part of the U.S. Code (20 U.S.C. 9010 and 9011), legislatively defined the purpose of NAEP:

“to improve the effectiveness of our nation's schools by making objective information about student performance in selected learning areas available to policymakers at the national, state and local levels. To enhance its utility, such information should be both representative and comparable, and should be maintained in a manner that ensures the privacy of individual students and their families.”

The National Assessment of Educational Progress Improvement Act, Part C of the Augustus F. Hawkins–Robert T. Stafford Elementary and Secondary School Improvements Amendments of 1988 (Public Law 100-297 and later 20 U.S.C. 9010 and 9011), restructured the National Assessment and authorized NAEP to report directly to the Commissioner of Education Statistics at the National Center for Education Statistics (NCES), located in the Office of Educational Research and Improvement (OERI), U.S. Department of Education. It also included the establishment of a Governing Board to provide NCES with advice on how to carry out the assessments.

The most recent amendment to the National Education Statistics Act of 1994 was included in the No Child Left Behind legislation of 2001. It included the following provisions:

- Assessments in reading and mathematics at 4th and 8th grades every other year with 1 year off between assessments starting with a 2003 baseline assessment; and 12th grade reading and mathematics assessments administered at least every 4 years.
- NAEP long-term trend reading and mathematics assessments at ages 9, 13, and 17 are to be administered.
- States and school districts receiving Title I funds are to participate in the 4th and 8th grade reading and mathematics assessments.
- National samples are to include public and private schools.
- “Personal or family beliefs and attitudes” are not to be assessed and the National Assessment Governing Board (NAGB) is to ensure that all NAEP questions are “secular, neutral, and non-ideological.”

- Parents, members of the public, and state and local education officials are to be given access to all NAEP items under secure conditions and may submit written complaints to NAGB.
- Parents of students selected for any NAEP sample are to be informed that “their child may be excused from participation for any reason, is not required to finish any...assessment, and is not required to answer any test question.”
- Information by disability, limited-English proficiency, race or ethnicity, gender, and socioeconomic status are to be reported wherever feasible.

To address the increased burden placed on states required to participate in NAEP, the legislation authorizes the federal government to support states in two ways. First, the legislation gives the U.S. Department of Education the authority to pay for the administration of the NAEP state assessment. Second, the legislation requires the U.S. Department of Education to provide technical assistance to states in carrying out the NAEP assessment.

The National Assessment Governing Board

The National Assessment Governing Board, appointed by the Secretary of Education but independent of the U.S. Department of Education, is responsible for establishing policies and guidelines for NAEP. The Board’s responsibilities include:

- Selecting subject areas to be assessed;
- Identifying appropriate achievement goals for each age, grade and subject area to be tested;
- Developing assessment objectives;
- Developing test specifications;
- Developing guidelines and standards for analysis plans and for reporting and disseminating results;
- Developing standards and procedures for interstate, regional, and national comparisons;
- Reviewing complaints and substantive comments to determine whether to revise assessment items or procedures; and
- Taking appropriate actions needed to improve the form and use of the National Assessment.

In 1996, NAGB set policy for a redesign of NAEP in order to increase its efficiency, timeliness, and effectiveness for policymakers. In November 1997, NAGB adopted policy positions on reporting and dissemination issues. Summaries of these policies are presented in Appendix I.

In June 2001, NAGB convened a meeting to review policies related to the No Child Left Behind legislation under consideration by Congress. For example:

- NAEP instruments in most subject areas will have a common block/booklet structure.
- NAEP subjects using the common block structure, and assessed in the same testing period, will be spiraled together and administered in the same session.
- During the first year of a reconfiguration of an assessment, the old and new configurations will be administered to distinct samples in order to perform comparisons and develop procedures to maintain technical quality.

- A field test will be administered along with the operational assessment so that items can be precalibrated, and the process of setting achievement levels can be completed in advance. Field test data shall not be publicly released or used to provide performance estimates.
- New items will be developed for measuring regions of the scales determined to have insufficient precision.
- Students in various subgroups may be over sampled in some states and jurisdictions.
- The collection and reporting of race/ethnicity data shall be revised in 2003 in accordance with the new Office of Management and Budget (OMB) directives.
- National and state-level results for 4th and 8th grade reading and mathematics shall be released within 6 months after the completion of testing.
- The primary means of releasing the initial 4th and 8th grade reading and mathematics results each year shall be a summary report intended for a general public audience.
- NAEP shall provide funding to participating states and jurisdictions to pay for staff to coordinate NAEP functions.

In May 2002, NAGB passed more policies related to the No Child Left Behind legislation:

- NAEP frameworks will include specifications to serve as a blueprint for the assessment and shall remain stable for 10 years.
- Background questionnaires shall be based on a general framework; are subject to review and approval by NAGB; and shall be readily available to parents, teachers, state and local officials, and interested members of the public.
- Following each administration of the National Assessment, approximately 25 percent or more of the test questions shall be made public at the same time as the initial release of test results.
- Long-term Trend NAEP for 2004 and subsequent years will provide accommodations for special need students (i.e., students with disabilities and limited English proficient students). A sample of test questions from each long-term trend will be released to the general public.

The Board also approved the following changes in sampling:

- to discontinue the sparse and small state sampling option, and the over sampling of grade 12 non-public schools in national NAEP;
- that substitute schools be selected for the 2003 assessment and the participation level be studied subsequently; and
- to require 85% rather than 70% participation by schools as a condition of reporting state results.

In August 2002, NAGB is expected to enact more revised policies and new policies related to the No Child Left Behind legislation.

Administration

Working under the guidelines established by NAGB, the Commissioner of Education Statistics in NCES carries out the assessments. The Assessment Division (AD) of NCES manages the assessments, primarily through contracts (for 2003 assessment) and cooperative agreements (1994 to 2002 assessments).

The magnitude, complexity, detail and scope of the requirements for developing and conducting NAEP assessments have increased with the program's new role in education reform. With such a large and complicated operation, and with changes in how the assessments are developed and administered, new issues are likely to emerge as a result. These issues will need to be examined to ensure that the validity and reliability of the NAEP program are not affected, and to find ways to enhance the NAEP program.

For example, main and State NAEP assessments are administered from the last week in January through the first week in March. With the expansion of NAEP to include mandatory testing in reading and mathematics of 4th and 8th grade students in all states every other year, the number of students that must be tested during this period has greatly increased. Almost 750,000 students from 14,000 schools will be tested in 50 states and up to 6 jurisdictions in grades 4 and 8 in reading and mathematics to implement the new law. In years that grade 12 students are also tested in national assessments of reading and math, NAEP adds another 24,000 students. If one additional subject is assessed statewide, another 250,000 students are tested. In sum, over the course of one year, approximately 3,000 contracted staff members may administer NAEP to over 1 million students. Contractor administration is one of the areas that needs to be studied to ensure that this new system will not create flaws or weaknesses in, nor affect the validity and reliability of, the NAEP program.

In addition, the assessments are expected to reflect advances in technology, assessment methodologies, and psychometrics. Creativity, innovation, and careful planning are required to continuously improve the quality of NAEP assessment design, development, analysis and reporting, and still maintain the basic integrity of the trend from previous NAEP assessments.

In anticipation of changes required by the 2001 legislation and consistent with NAGB policy guidance, NAEP implemented design features that would allow the program to be responsive to the demands for more frequent reading and mathematics assessments at the 4th and 8th grade levels as part of State NAEP. To meet the challenge, it was essential that the NAEP cycle in reading and mathematics be streamlined so that there would be a much quicker turnaround between data collection and reporting, and that more expertise would be available to address increased data demands. Some of the changes are as follows:

- A nationally representative field test for future assessments will be conducted concurrently with the operational data collection. For example, in 2005, while NAEP reading, mathematics, and science assessments will be administered, the 2006 world history, economics, and civics assessments will be field tested.
- Precalibration of assessment scales will be based on the previous field test year for use in scaling operational assessments the next year. This precalibration is crucial for meeting the 6-month reporting requirement for reading and mathematics assessments.
- A common block structure will be used across subjects that are spiraled together, and pilot and field testing blocks will be developed two years prior to an assessment.
- Items will be field tested in advance and banked for future assessments.
- National and state samples will be combined, resulting in national-level results that are based on much larger samples.
- Contractors will administer all assessments, whereas in the past school staff administered the assessments in their schools.

Because of these recent changes, NCES needs to examine their effects due to the possibility that problematic results may occur and/or improvements can be made. For example, the precalibration of assessment scales may result in unforeseen problems that can cause delays in the NAEP program.

NAEP also has already begun to provide support and technical assistance to states. NAEP is attempting to address these needs and simultaneously enhance state capacity to interpret and use NAEP data and to analyze and report large-scale assessment data primarily through the following three initiatives:

1. NCES is providing funding for states to hire a full-time NAEP State Coordinator who will serve as the liaison between the State Education Agency and NAEP.
2. A current grantee is conducting the pilot phase of a NAEP State Service Center to study the products, processes, and procedures needed to support the NAEP State Coordinators during the first year. NAEP will award a new contract in 2002 to establish a fully functional NAEP State Service Center to provide ongoing support, technical assistance, and training for the NAEP State Coordinators.
3. The Coordinators and State Service Center will be provided technical and analytical support to design, conduct, and report in-depth studies of student achievement within the NAEP participating states, jurisdictions, and districts levels.

NCES must ensure that the changes to the NAEP program based on these three new initiatives will not have any inadvertent adverse effects. Further, NCES must examine these changes to learn where improvements can be made. For example, NCES must examine whether the NAEP State Service Center is providing appropriate training for the NAEP State Coordinators, or whether changes in the training modules and/or the length of training are needed.

New Procurement Model

In addition to changing aspects of the assessment design, NCES is restructuring the procurement process for carrying out the larger, more complex assessment program. The cooperative agreement arrangement used in recent assessments is being replaced with direct contracts with organizations responsible for key components of the program. Beginning in 2003, NCES will conduct the NAEP through several contracts. The expansion from two cooperative agreements to several contracts will undoubtedly result in changes to NAEP processes and operations. These changes need to be examined to ensure that no problems will result and to find where improvements can be made.

The core NAEP operations (design, analysis, and reporting; item development; sampling and data collection; scoring; and web design and maintenance) will be carried out by an alliance of contractors (these procurements are described in more detail below). Funding for the NAEP State Coordinators is being provided through grants to State Education Agencies, and contracts will be awarded in 2002 for the State Service Center and analysis of state NAEP data (described above). Finally, there will be other major contracts to carry

out functions of dissemination and outreach, meeting logistics, and NAEP validity studies.

Through this procurement plan, NCES is seeking to:

- Ensure that the ongoing critical operations in administering the assessment are safeguarded and adequately and appropriately supported, while other essential aspects of NAEP have sufficient resources and dedicated staff;
- Target NAEP resources to capture the specialized expertise of each organization;
- Enhance the efficiency and timeliness of NAEP; and
- Build a larger state capacity for supporting and using NAEP.

By minimizing the number of subcontracting relationships within contracts through better definition of the functions needed for successful implementation of the NAEP program, this procurement reconfiguration provides for more direct contact between the NAEP team at NCES and the individual contractors who implement NAEP on behalf of NCES. It also ensures that the NAEP team can access a greater number of organizations that have the specialized expertise to address a wider range of implementation issues.

Procurement Components

As displayed in Exhibit A, the new NAEP Operations Procurements have six components. These six components represent the core components for implementing all of the NAEP assessments and special studies. The six contractors must work together as a team, with each team member responsible for processes and products that interface with the processes and products of one or more of the other team members. A failure by one Contractor may well affect the performance of all. Therefore, all six components are included in one consolidated Statement of Work, and proposals must be in the form of a team bid that covers all six components. However, a separate contract between NCES and the organization responsible for carrying out the work will be awarded for each component.

The team of contractors will be required to jointly create and implement an assessment design that produces high quality and useful data, minimizes burden, and accomplishes the tasks specified in all six statements of work in an expeditious manner. In addition, a degree of flexibility will be necessary so that the NAEP program will be able to respond quickly and effectively to changing conditions or new demands.

Exhibit A. NAEP Alliance for Assessment Operations

1. Alliance Coordination (AC) Ensures coordination among Alliance contractors; maintains data for tracking program progress; and provides logistical support for complaints and substantive comments.

2. Design, Analysis, and Reporting (DAR) Designs all pilot and field tests, operational assessments, and special studies; analyzes data ensuring reporting of valid results; proposes and studies psychometric and statistical analyses compatible with previous NAEP methodologies; specifies data needed to meet the goals for reporting; and prepares reports.

3. Item Development (ID) Develops background variables, cognitive items, and scoring rubrics; assists in the training of scorers; conducts small-scale pilot tests of items and rubrics; and supports item reviews.

4. Materials Preparation, Distribution, and Scoring (MDS) Prepares and packages all assessment and auxiliary materials; distributes assessment booklets and materials to the test administrators for each school; develops scoring training and materials; and scores all assessments.

5. Sampling and Data Collection (SDC) Selects samples; prepares sampling weights; administers assessments and collects data for pilot and field tests, operational assessments, and special studies; and ships completed assessment materials to the scoring sites.

6. Web Operations and Maintenance (WOM) Develops, implements, and supports Internet-related applications and services; identifies and deploys emerging technologies and new products to improve NAEP's offerings; and ensures timely release of quality products and services using Web technologies.

For the remaining procurements outside of these six components, separate contracts will be awarded.

Overview of NAEP Functions During the Course of This Procurement

The work to be evaluated under this contract begins with implementation of the 2003 assessment, and ends with development work for the 2009 assessment. Each assessment cycle includes pilot tests, field tests, and the operational assessment. Exhibit B represents how each assessment cycle is structured.

Exhibit B. NAEP Development Cycle

	2002	2003	2004	2005	2006	2007
Data Collection 2003 Reading Mathematics	calibration field test	data collection & reporting				
Data Collection 2004 Foreign Language Long-term Trend	item dev	field test	data collection	reporting		
Data Collection 2005 Reading Mathematics	item dev	pilot test	calibration field test	data collection & reporting		
Science		item dev	field test	data collection	reporting	
Data Collection 2006 World History Economics Civics			item dev	field test	data collection	reporting
Data Collection 2007 Reading Mathematics			item dev	pilot test	calibration field test	data collection & reporting
Writing				item dev	field test	data collection
Data Collection 2008 Arts Long-term trend					item dev	field test
Data Collection 2009 Reading Mathematics					item dev	pilot test
Science						item dev

Procurement Goals

With expansion of the NAEP program's duties and a threefold increase in its budget, the visibility of NAEP has increased markedly. The Assessment Division (AD) of NCES has been alerted by Congress to expect more oversight of NAEP processes and outcomes. The Office of the Inspector General has already implemented a complete audit of the scoring process and has suggested that it will audit other NAEP procedures. Thus, it is critical that all of NAEP's processes, operations, products, and publications be of the highest quality, and improve where there is need for improvement.

The purpose of the Quality Assurance procurement is to provide a formative evaluation of NAEP. NCES is seeking a contractor who will serve as partner to NCES by providing programmatic feedback for the continuous improvement and enhancement of the NAEP program. The Quality Assurance Contractor will assist NCES in identifying any weaknesses or flaws in the critical path of NAEP and will make recommendations for strengthening NAEP processes.

This procurement will partly fulfill the law's requirement that calls for a continuing review of NAEP (see Appendix II). However, it is not intended to address all of the issues identified in that section of the legislation. NCES intends to issue another procurement for a summative evaluation of the NAEP program that will serve as the primary source for the Secretary's report to Congress, the President, and the Nation.

Because the Quality Assurance Contractor will provide support for NCES that includes reviewing work by NAEP contractors, Offerors for this procurement may not currently hold or bid on other NAEP procurements.

Statement Of Work

Project Activities

The Quality Assurance Contractor shall perform 6 activities to complete the work in this procurement:

- **Activity 1. Review Past NAEP Problems:** The Contractor shall conduct a historical review of NAEP to study past difficulties and errors that occurred, their impacts, and their resolution. Task 1.1 implements this activity.
- **Activity 2. Analyze NAEP Processes:** The Contractor shall review the 2002 NAEP procurements and identify the resulting changes to NAEP and their impacts. The Contractor shall also review NAEP contractors' processes and quality control plans to identify where problems may occur and what additional steps are needed. Tasks 2.1 to 2.4 implement this activity.
- **Activity 3. Conduct Site Visits of NAEP Operations and Processes:** The Contractor shall conduct site visits of NAEP operations and tasks to observe processes, identify weaknesses, and make recommendations for improvement. Tasks 3.1 to 3.3 implement this activity.
- **Activity 4. Study NAEP Operations and Processes:** The Contractor shall undertake in-depth studies of NAEP operations and processes, focusing on between 2 and 8 areas per year. Tasks 4.1 to 4.3 implement this activity.
- **Activity 5. Perform General Activities:** The Contractor shall partake in several general activities related to this function, as outlined in tasks 5.1 through 5.10.

Tasks

Activity 1. Review of Past NAEP Problems

Offerors are expected to have a working knowledge of NAEP and familiarity with the current and future assessment design, test frameworks, NAEP legislation, and NAGB policies. To ensure that weaknesses in past NAEP processes and operations are not repeated, the Quality Assurance Contractor shall study past problems in NAEP.

Task 1.1: Review Past NAEP Problems

To focus on continuous improvement of NAEP, the Contractor shall study the types of difficulties and errors that occurred in the past and their impact on the NAEP program. Some critical errors have occurred that cost NAEP valuable time and money. Among them was the "Reading Anomaly": In 1986, the Long-Term Trend Reading assessment was administered with several changed items. While it was originally thought that these changes would have no effect on the assessment, it was found that the changes did impact the long-term trend score scale.

The Contractor shall conduct a historical review of NAEP in order to identify:

- Errors that have occurred,
- Why they occurred,
- How they impacted NAEP data and/or processes and operations,
- How they were resolved, and
- Whether or not their solutions will prevent similar problems from recurring.

If needed, the Contractor shall also make recommendations for how similar problems can be avoided in the future.

Offerors shall propose a plan to conduct this review. The plan should outline how the Offeror will approach the identification of past difficulties and errors, choose materials to review, gather the materials, and summarize the findings. The plan should also demonstrate the Offeror's knowledge of NAEP.

Deliverable: A memorandum summarizing findings of past NAEP problems and recommending how similar errors can be avoided in the future

Due: 60 days after award of contract

Activity 2. Analyze NAEP Processes

To be able to identify weaknesses and recommend improvements, the Contractor shall develop an understanding of how NAEP's current processes work, how they are intended to work, and how they have changed or will change from previous processes.

Task 2.1: Study NAEP Procurement Model

In 2002, the U.S. Department of Education (ED) will award a number of new contracts for NAEP. Both the NAEP processes and the manner in which NCES manages them will undergo significant changes. It is crucial for the Quality Assurance Contractor to have a thorough understanding of these new processes and how NAEP has changed or will change as a result.

The changes to the NAEP program are best explained through the NAEP procurement model and various requests for proposals (RFPs), which include the multitude of tasks to be undertaken by contractors. The Contractor shall develop an understanding of other NAEP procurements by reviewing:

- The requests for proposals (RFPs) and task orders in their entirety,
- All NAEP procurement web pages, and
- Successful proposals that are awarded.

The Contracting Officer's Representative (COR) will provide the Contractor with these resources and necessary supplementary materials.

After reviewing these materials, the Contractor shall identify where changes in the NAEP processes are occurring, and problems that could potentially occur as a result of those changes, with special attention focused on validity and reliability. For example, the Contractor shall detail any problematic results that might occur because the tests are now being administered by contractors rather than by school staff, or because a reduced number of sample weights are being used in order to speed up the weighting process. The Contractor's report shall include detailed information on how the operations and processes are different under the new procurements than they were under previous procurements, with supporting charts, tables, matrices, etc.

Offerors shall propose a plan to conduct this review. The plan should outline how the Offeror will approach the identification of key changes and potential problems resulting from those changes.

Deliverable: A memorandum detailing differences between previous NAEP processes, NAEP processes instituted with the 2002 assessments and NAEP processes that will occur under the 2002-2007 procurements, and identifying problems that might occur as a result of those changes

Due: 90 days after award of contract

Task 2.2: Obtain Memoranda of Understanding

The Quality Assurance Contractor shall develop a Memorandum of Understanding (MOU) with each Contractor that specifies the full range of requirements for ongoing review and evaluation of NAEP processes and stipulates that the Quality Assurance Contractor:

- Shall obtain the procedures and flowcharts,
- Shall conduct announced and unannounced site visits to observe NAEP processes and operations,
- Will discuss findings with the COR and NCES staff,
- May recommend that NCES ask the contractors to revise their procedures to incorporate additional quality assurance steps, and
- Shall occasionally ask contractors to review and comment on design plans for studies of NAEP processes.

Offerors shall describe the key elements of the MOU and how they would obtain the full cooperation of other contractors.

Deliverable: A Memorandum of Understanding with each contractor, with a copy of each submitted to the COR

Due: 30 days after each contract is awarded

Task 2.3: Review Contractors' Processes and Systems

Each new contractor for NAEP operations will be required to submit a memorandum or

flowchart that documents each step of the processes that will be used to complete the required tasks. The Quality Assurance Contractor shall collect each of the awarded contractors' flowcharts and review them to address, at a minimum, the following areas:

- The completeness of the processes in carrying out the tasks,
- Missing steps,
- Potential pitfalls and risks,
- Improvements that can be made to the existing steps, and
- Type of evaluation activities that can be added for continuous improvement.

Most importantly, the Contractor shall identify weaknesses and flaws in the critical path that could potentially lead to errors and shall make recommendations for corrections and improvements.

The Contractor shall first submit a draft plan for review of NAEP processes to the COR for review. After receiving COR feedback, the Contractor shall incorporate changes requested by the COR and shall resubmit the plan to the COR for approval. The Contractor shall make further changes to the plan if necessary and as requested by the COR.

Offerors shall propose the intended approach in using the flowcharts to learn about NAEP contractor processes, additional areas to address, and the additional information needed to conduct a thorough review of the contractors' procedures.

Deliverable: A draft plan for review of NAEP processes, submitted to the COR for review
Due: 60 days after award of contract; on August 31 of each year thereafter

Deliverable: A final plan for review of NAEP processes with COR's changes incorporated, submitted to the COR for approval
Due: 10 work days after the draft is returned by the COR

Deliverable: A preliminary report summarizing findings and addressing the issues listed above with recommendations for revisions, if necessary
Due: Date to be agreed upon by the COR and the Contractor

Deliverable: A final report summarizing findings and addressing the issues listed above with recommendations for revisions, if necessary
Due: 5 months after award of contract for the first year; on September 30 of each year thereafter

Task 2.4: Review Contractors' Quality Control Plans

Contractors with NAEP will be required to have a quality control plan for critical processes. "Alliance" contractors—those contractors working on the 6 critical path procurement—will submit a combined quality control document as well as individual documents for specific tasks under the critical path. The Quality Assurance Contractor shall review each of the awarded contractors' quality control plans to identify additional quality control steps needed. The Contractor shall pay particular attention to weaknesses and flaws identified in Task 2.1 that may lead to errors and shall make recommendations for corrections and improvements.

Offerors shall propose a plan to conduct this review. The plan should outline how the Offeror will approach analyses of the processes and identification of potential problems.

Deliverable: A preliminary set of memoranda for some of the contractors' quality control plans listing recommendations for additional quality control steps

Due: Date to be agreed upon by the COR and the Contractor

Deliverable: A memorandum for each contractor's quality control plan listing recommendations for additional quality control steps

Due: 6 months after award of contract for the first year; on October 31 of each year thereafter

Activity 3. Conduct Site Visits of NAEP Operations and Processes

NCES Assessment Division does not have a sufficient travel budget nor staff that allows CORs and other staff members to observe NAEP operations and processes on a frequent basis. Thus, NCES/ED cannot directly monitor NAEP operations and processes to identify needed improvements. NCES expects the Quality Assurance Contractor to assist NCES in monitoring NAEP activities in the field.

Task 3.1: Conduct Site Visits

While the NAEP operations contractors' RFPs and flowcharts will show how operations and processes are intended in theory to be implemented, visits to the field will reveal how NAEP operations and processes are carried out in practice. In many cases, the theory and practice will be different, and NCES requires reasonable assurance that differences in practice will still yield valid, reliable results. The Contractor shall conduct site visits of all phases of NAEP operations in order to observe NAEP processes and operations in the field, compile performance information, and identify potential problems, weaknesses, and areas for improvement.

Site visit activities shall include visiting the location of NAEP field operations, observing processes, participating in processes (e.g., participating in trainings), shadowing contractor and field staff, replicating the work of contractor and field staff (i.e., running duplicate

procedures, reanalyzing results), and gathering information through interviews and online data, such as the Integrated Management System.

The Contractor shall conduct site visits during the following phases of NAEP:

- Assessment design,
- Assessment analysis,
- Data collection,
- Test administration,
- Sampling,
- Scoring,
- Item development,
- Item review,
- Reporting,
- State operations (including trainings of test administrators and NAEP State Coordinators; implementation of NAEP State Coordinator positions, etc.), and
- Other areas as requested by the COR.

The goal of site visits shall be to identify weaknesses and flaws in NAEP processes and operations that could contribute to current or future problems. The Contractor's primary focus shall be to identify weaknesses in the critical path that may lead to errors or the inability to adhere to schedules and meet deadlines, but the Contractor shall address, at a minimum, the following areas during each site visit:

- The completeness and efficiency of the process in carrying out the tasks,
- Missing steps,
- Potential pitfalls and risks,
- Improvements that can be made to the existing steps,
- Existence of internal quality assurance checks, and
- Evaluation activities that could be added for continuous improvement.

The Contractor shall summarize findings and make recommendations for corrections and improvements.

Each year, the Contractor shall develop a schedule for regular ongoing site visits of NAEP operations and processes, subject to COR approval. Not every NAEP activity or function will need site visits each year; i.e., the Contractor shall base the schedule of site visits on the NAEP activities and functions that are to take place that year and/or are most in need of site visits. At any time, the COR may request additional ad-hoc visits. The Contractor shall conduct the majority of the site visits according to a portion of the plan that is shared with the other NAEP contractors. However, the Quality Assurance Contractor shall also conduct unannounced site visits according to a schedule agreed upon by the COR.

Offerors shall propose a Year One plan for conducting site visits, outlining approximately the number of visits to take place, the goal(s) for each visit and how those goals will be achieved, and additional areas to address. For the purpose of this proposal, Offerors shall estimate that a minimum of two (2) site visits must occur per area mentioned above.

Offerors shall propose a number of announced and unannounced visits per area with justification for that number, and shall describe the protocol they will follow when conducting visits. Offerors shall give a detailed plan for conducting site visits for any two (2) of the phases noted above.

During site visits, the Contractor shall keep a written, audio, and/or video log of observations. After each site visit, the Contractor shall discuss observations and findings with the contractors whose operations and processes were observed. At the end of each week in which site visits were made, the Contractor shall submit to the COR a brief summary of the location and observations made at each site visit during that week. However, if the Contractor finds any critical problem during a site visit, the Contractor shall notify the COR within 24 hours with a memorandum describing the problem(s).

Deliverable: A list of planned site visits (both announced and unannounced) for the year
Due: 120 days after award of contract; on September 30 of each year thereafter

Deliverable: A report of site visits made
Due: Friday afternoon of weeks in which site visits were made

Deliverable: A memorandum describing and explaining any observed problems that need immediate attention
Due: 24 hours after problem is observed

Deliverable: Debriefing(s) on observations after every major assessment activity (e.g., data collection; scoring) with the COR and NCES staff
Due: Date to be determined by the COR

Task 3.2: Interim Reports of Site Visit Activities

While issues and problems that are identified during individual site visits may appear to be isolated incidents, upon review of several site visits, the Integrated Management System (IMS) and administrative reports, a pattern of repeated incidents may emerge. The Contractor shall review the site visit reports in order to identify any patterns concerning issues and problems that emerge from the observations. The Contractor shall present findings of such patterns in a draft interim report to the COR. After receiving COR feedback, the Contractor shall incorporate changes requested by the COR and shall resubmit the interim report to the COR.

All draft and final reports should be substantially error-free, including spelling, grammar, and typographical errors. Timing is a critical element for all NAEP reports. Every draft requires time and second drafts are to be avoided if possible.

Offerors shall demonstrate their ability to identify patterns of problems and to communicate them in writing by submitting excerpts of previously prepared, similar reports.

Deliverable: A draft interim report of issues or problems emerging from site visit observations
Due: Date to be determined by the COR

Deliverable: An interim report with COR's changes incorporated and an electronic copy of the report
Due: 10 work days after draft is returned by the COR

Task 3.3: Year-end Reports of Site Visit Activities

At the end of each contract year, the Contractor shall compile all interim reports plus other pertinent information, including resolution (or lack of resolution) of problems, into a draft final report. The draft shall be submitted to the COR, who will review it and request any changes needed. After incorporating the changes requested by the COR, the Contractor shall resubmit to the COR the final report with 20 copies, and an electronic copy that is compatible with NCES/ED technology and equipment.

All draft and final reports should be substantially error-free, including spelling, grammar, and typographical errors. Timing is a critical element for all NAEP reports. Every draft requires time and second drafts are to be avoided if possible.

Offerors shall demonstrate their ability to identify patterns of problems and to communicate them in writing by submitting excerpts of previous prepared year-end reports.

Deliverable: A draft final report
Due: July 31 of each year

Deliverable: A final report with COR's changes incorporated, 20 copies, and an electronic copy of the final report
Due: 10 work days after draft is returned by the COR

Activity 4. Study NAEP Processes and Operations

The NAEP law requires continuing review of NAEP, and the identification of improvements needed for the NAEP process cannot be obtained through site visits only. NCES also must study some NAEP processes and operations in-depth. To fulfill these requirements, the Quality Assurance Contractor shall conduct studies on NAEP processes as assigned by the Assessment Division of NCES.

While site visits will give NCES a surface level knowledge of how processes and operations are working and whether any problems are prevalent, these studies are intended to take an in-depth look at the workings of the NAEP program. The ultimate goal is to identify any latent weaknesses or flaws in the NAEP process that may lead to errors, delays, or threats to validity or reliability, and to make recommendations for corrections and improvements.

Topics for the studies may include:

- Sampling,
- Data collection,
- Item development,
- Assessment design,
- Scoring,
- Reporting,
- Analysis,
- Scaling,
- Dissemination and outreach,
- NAEP State Service Center,
- NAEP State Coordinators,
- Public access,
- Contractor Administration, and
- Other areas as requested by the COR.

During each year of this contract, the Contractor shall conduct between two (2) and eight (8) studies as requested by the COR. Each study will have its own deadline depending on its timeframe and placement in the NAEP schedule of activities.

Task 4.1: Study Design and Management Plans

Prior to conducting any study, the Contractor shall formulate a study design plan indicating how it will conduct the study and a management plan detailing how the project will be managed. Multiple study plans may be submitted in one package if so requested by the COR.

At the request of the COR, the Contractor shall also share the study design(s) with a peer review group of current NAEP contractors and large-scale assessment experts for feedback and recommendations before or concurrent to submitting the draft study design plan to the COR. The Contractor shall discuss the feedback and recommendations suggested by the peer review group with the COR and shall make the suggested changes at the direction of the COR.

The Contractor's primary focus in each study design shall be to identify weaknesses in the critical path that may lead to errors or the inability to adhere to schedules and meet deadlines, or threaten the validity or reliability of assessment results.

For each study, the Contractor shall begin with a literature search to determine the appropriate standards for the process being studied. The Contractor shall undertake site visits in addition to those conducted in Activity 3 if necessary, and interviews with stakeholders, experts, NAEP staff, and NAEP contractors. The intent is to find in-depth information in order to compare the workings of NAEP processes with standards listed in the law, NAGB policies, NCES standards, and generally recognized statistical and psychometric standards. The Contractor shall spend time studying each contractor's actions in order to reconcile what their standards and practices are versus what they should be, and determining whether the practices are appropriate for NAEP.

Within 10 days of receiving the COR's comments, the Contractor shall revise and resubmit design and management plans as requested.

Offerors shall propose topics to be covered, appropriate methodologies, and an approximate schedule for conducting studies over the 5-year period of performance. The schedule should reflect the relative importance of subject areas. Offerors shall indicate, with supporting justification, which areas must be studied immediately and which can wait until future years.

Offerors shall describe their procedures for working with other contractors. They also shall submit in their proposals past design plans and reports as evidence of the ability to undertake special studies.

All draft and final design plans should be substantially error-free, including spelling, grammar, and typographical errors. Timing is a critical element for all NAEP reports. Every draft requires time and second drafts are to be avoided if possible.

Deliverable: Submission of a draft design and management plans for each study area specified by the COR
Due: Date to be determined by the COR

Deliverable: Submission of design and management plans for each study area with COR's comments incorporated
Due: 10 work days after draft is returned by COR

Task 4.2: Conduct the Studies

The Contractor shall undertake all studies according to approved study designs and schedules. During the studies, the Contractor shall maintain a focus on the identification of weaknesses in the process (or processes) and improvements that should be made. The Contractor shall advise the COR of any problems encountered and report study status in each monthly report (see Task 5.2).

Deliverables: Status reports of studies included in monthly administrative reports
Due: Fifth working day of each month

Task 4.3: Study Reports

The Contractor shall prepare and submit to the COR a comprehensive Final Report for each study conducted. In each report, the Contractor shall address the issues specified in the study design and make any necessary recommendations for changes. The Contractor shall submit a draft of the final report to the COR for review and will have 15 days after the COR returns comments to make the changes and resubmit the report.

At the request of the COR, the Contractor shall also share the final report draft with the peer review group that reviewed the study design plans for feedback and recommendations before or concurrent to submitting the draft to the COR. The Contractor shall discuss the feedback and recommendations suggested by the peer review group with the COR and shall make the suggested changes at the direction of the COR.

The Contractor shall incorporate changes requested by the COR and shall then resubmit the final report, 20 copies, and an electronic copy that is compatible with NCES/ED technology and equipment.

All draft and final reports should be substantially error-free, including spelling, grammar, and typographical errors. Timing is a critical element for all NAEP reports. Every draft requires time and second drafts are to be avoided if possible.

Deliverable: Submission of a final report draft for each of the study areas assigned by the COR
Due: Date agreed upon by the COR and Contractor

Deliverable: A final report with the COR's changes incorporated, 20 copies, and an electronic copy of the final report
Due: 15 work days after the COR returns the draft

Activity 5. General Activities

This section contains activities of a recurring or on-going nature that apply to all other activities. These tasks are mostly administrative, reflect regular documentation of requirements and progress, and will help to facilitate the flow of work across contractors. Offerors shall address each task in their proposal.

Task 5.1: Meetings with the COR

The Contractor shall meet with the COR on an as-needed basis to discuss the work in this project. Both the COR and the Contractor may request meetings. Meetings may be conducted through conference calls. For the purpose of this proposal, Offerors shall

estimate a minimum of six (6) in-person meetings and six (6) conference calls.

Task 5.2: Provide Monthly Administrative Reports

The Contractor shall provide a monthly update on the status of the project citing concerns, proposed action plans that address the concerns, budget over- or under-runs, and requirements for assistance from NCES. The report shall include a description of the past month's completed activities and the current month's planned activities, information documenting budgeted and actual costs for the project to date by task, and an updated staff loading chart. These reports shall be transmitted electronically to the COR no later than the 5th working day of each month.

Offerors shall propose a format for the design and transmission of the monthly administrative reports.

Deliverables: Monthly Project Status Report, Budget Report, and
Labor Report

Due: Fifth working day of each month

Task 5.3: Security and Confidentiality Procedures

Security is a major concern of NAEP in every aspect of the project—integrity of data, confidentiality of information, preventing disclosure of personally identifiable data, security of test items and test booklets, and embargoed results. The threats can be from accidental or intentional disclosure of information to unauthorized persons, and from unauthorized modification or destruction of data. The Contractor shall comply with the Privacy Act, NCES Confidentiality Procedures, and Department of Education ADP Security Manual (a copy is available in Information Technology Services, Regional Office Building 3, Washington, DC 20202).

The Contractor shall follow procedures that conform to federal privacy laws and NCES privacy standards, and are required to maintain an approved Security and Confidentiality Plan. The details of such plans and reports on adherence to them may be required for technical reports.

Offerors shall describe the procedures they will implement to ensure the protection of all data and personal information from accidental or intentional disclosure, modification, damage, misuse, and abuse from any source.

Deliverable: Security and Confidentiality Plan approved by COR

Due: Within 30 days after award

Task 5.4: Attend Quarterly Contractor Meetings

Contractor Meetings, which are held in Washington, DC on a quarterly basis, are intended to keep all contractors up to date on the status of all parts of the NAEP project. Each contractor shall send key personnel and additional staff as appropriate to the meetings to discuss the flow of work within and across contracts. At these meetings, status on key operations will be discussed, the need for policy and design changes explored, and potential problems and strategic fallback plans developed. These meetings will also provide an

opportunity to share information on projected changes to NAEP operations and processes. The Quality Assurance Contractor shall attend these meetings.

The Quality Assurance Contractor shall provide NCES/ED with a statement of pertinent issues relevant to the coordination of NAEP processes at least two working days in advance of the meeting. (The Alliance Coordinator will coordinate with NCES to consolidate all items into a single agenda.) Within 1 week following the meeting, the Quality Assurance Contractor shall submit a meeting summary that specifies issues discussed and agreed upon action plans related to quality control. These summaries, if approved by the COR, shall constitute a commitment to carry out the agreed upon action plan.

Deliverable: A statement of pertinent issues relevant to the coordination of this project with other parts of the NAEP program

Due: 5 business days before each Contractors Meeting

Deliverable: A memorandum describing decisions made at the Contractors Meeting that pertain to quality control

Due: One week after each Contractors Meeting

Task 5.5: Meetings of the National Assessment Governing Board

The Contractor shall attend the National Assessment Governing Board (NAGB) meetings when topics relevant to project work will be discussed. These quarterly meeting (3 in Washington, DC; 1 elsewhere) will often require input or presentation from the Contractor. In addition, there may be NAGB Committee meetings where a contractor is asked by NCES to provide information. All requests from NAGB will come directly from the COR. For the purpose of this proposal, Offerors shall estimate a minimum of one (1) NAGB meeting per year.

Deliverable: A memorandum describing discussions and issues, if any, that took place at NAGB meetings that have potential impact on the Contractor's scope of work

Due: One week after the NAGB meeting

Deliverable: Briefing memoranda as requested by the COR on issues that will be discussed at the NAGB meeting

Due: Deadline before the NAGB meeting as specified by the COR

Task 5.6: Item Reviews

Each year, NCES holds at least one item review meeting with state agency personnel. The

Contractor shall attend these meetings to observe the item review process, note any problems, and make recommendations for changes.

Deliverable: A memorandum describing observed problems, if any, and recommendations for changes in the item review process

Due: One week after the item review

Task 5.7: Test Administration Debriefings

Each year, NCES and contractors hold one or more debriefings with field staff to discuss the test administration and data collection cycle. At these meetings, field staff and NCES/contractor staff who observed the test administration activities discuss the processes and make recommendations for changes. The Contractor shall attend these debriefings, take notes on the discussion, identify recurring problems and suggested solutions as expressed by attendees, and make recommendations on the resolution of recurring problems.

Deliverable: A memorandum describing discussed problems and recommendations for changes in the data collection and test administration processes

Due: One week after the final debriefing of the year

Task 5.8: Other Meetings

The Contractor shall attend meetings of the Design and Analysis Committee (DAC), NAEP Validity Studies Panel (NVS), Education Information Advisory Committee (EIAC) and subcommittees, Advisory Council on Education Statistics (ACES), and other groups when topics relevant to project work will be discussed. These meetings will often require input or presentation from the Contractor. In addition, there may be meetings where a Contractor is required to provide information. All requests for attendance at these meetings and for information will come directly from the COR. For the purpose of this proposal, Offerors shall estimate a minimum of one (1) DAC meeting, one (1) NVS Panel meeting, one (1) EIAC meeting, and one (1) ACES meeting per year.

Deliverable: A memorandum describing discussions and issues that took place at the meetings that have potential impact on the Contractor's scope of work

Due: One week after the meeting

Task 5.9: Prepare Briefing Materials for NCES

NCES frequently has to respond to requests for information regarding critical issues. The Contractor will be called upon to support this activity by providing memoranda or PowerPoint presentations that address the critical issue and NAEP's position. If asked, the Contractor shall prepare such memos within a quick turn-around time. For the purpose of

this proposal, Offerors shall estimate six (6) major requests per calendar year.

All briefing materials should be substantially error-free, including spelling, grammar, and typographical errors. Timing is a critical element for all NAEP reports. Every draft requires time and second drafts are to be avoided if possible.

Deliverable: A memorandum or PowerPoint presentation, as specified, for each critical issue that NCES identifies

Due: 24 hours after the COR requests the information, unless another deadline is specified

Task 5.10: Provide Ancillary Services

The Quality Assurance Contractor shall provide special, on-demand services to NCES, the U.S. Department of Education, NAGB, and/or NAEP contractors. All requests will be forwarded by the COR. These ancillary services may pertain to the activities or tasks described in this Statement of Work. While it is not possible to anticipate the frequency of the requests or even if they will be required in a project year, general areas of services are outlined in the tasks. An annual amount of \$50,000 shall be included in the cost proposal to provide such services mutually agreed upon by the Quality Assurance Contractor and the COR.

OTHER REQUIREMENTS

This section includes requirements that apply to all tasks and deliverables, but do not have specific deliverables attached here.

Personnel

This work will require the Contractor to maintain a staff or have access to subcontractor(s) that includes at a minimum a psychometrician, sampling statistician, researcher/analyst, and project director. The project director, psychometrician, and sampling statistician shall have familiarity with NAEP design, processes, and operations, and at least one should have experience in large-scale assessment. The staff should demonstrate expertise in educational assessments. In addition, NCES expects a senior staff member to act as the project director to take responsibility for all the activities described in the contract and remain head for the entire life cycle of the contract.

The labor categories described above shall be considered the minimum key personnel necessary for the proposed contract. Offerors shall propose a staffing plan with roles with accompanying reasonable justifications. The staffing plan must designate one individual who will serve as a project director and the main contact on this project. Offerors may submit different staffing plans for each major activity, provided that the project director remains the same across all activities.

The Contractor will determine all the labor categories and staffing levels appropriate for

completing the goals of the project. All contractor staff shall be U.S. citizens or legal permanent residents.

Project Director: This position requires experience in managing research and program evaluation projects. The project director must possess a thorough understanding of contract policy, procedures, and requirements, and acquisition funding; and must be familiar with Elementary and Secondary Education Act (ESEA) policies (in relation to NAEP) and NAEP design, processes, and operations.

Education: A Ph.D. or equivalent level of education plus experience in education or a field related to the requirements of this contract.

Experience: This position requires a minimum of 8 to 10 years of recent management experience in government contracts similar in size and complexity. The project director must have experience developing and executing complex technical tasks and allocating project resources effectively. The project director shall have experience working as an effective liaison with government personnel, contracting staff, and technical authorities in the field.

In addition, the proposed project director and key staff (psychometrician, sampling statistician, and researcher) must possess a demonstrated ability to meet deadlines and produce high quality products within budget, and have a long-term commitment to the study. The Offeror shall demonstrate capacity to provide and maintain both the specified qualifications and these more general requirements.

The Contracting Officer (CO) must approve any changes to key personnel after initial proposal by the Contractor and acceptance by the Government. The Contractor shall notify the CO via the COR, reasonably in advance (but not less than 30 days of desired change), and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluations of the impact on the contract prior to removing, replacing, or diverting any of the individuals initially proposed by the Offeror, and accepted by the Government.

Corporate Capabilities

The Contractor shall maintain the required capacity to carry out the requirements contained in the Statement of Work. This includes adequate resources (such as facilities and equipment), staffing (both professional and support), and fiscal accountability needed to carry out the required activities for a program of NAEP's magnitude and scope. The Contractor shall advise the COR of any changes in facilities, equipment, or staff involved in the work described in this Statement of Work at least 1 month prior to such change.

Offerors shall have performed well on other projects of similar size, scope, and complexity. Offerors shall be able to demonstrate: low turnover of key staff, high quality control standards, adherence to budget limitations, responsiveness to the Government contract or grant specialist and project director(s), and timeliness and acceptability of project deliverables. A demonstrated ability to meet deadlines and produce high quality products within budget is of utmost importance.

Offerors shall describe available facilities and equipment and their past and current

experience in similar work that will demonstrate such key characteristics as those described above.

AWARD PLAN

1.0 Introduction

This Award Plan is the basis for the evaluation of the Contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). The plan describes specific criteria and procedures used to assess the Contractor's performance and to determine the amount of award fee earned. Actual award fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the U.S. Department of Education ("ED" or "the Department").

The award fee will be provided to the Contractor through contract modifications and is in addition to the cost-reimbursement provisions of the contract. The award fee earned and payable will be determined by the FDO based upon review of the Contractor's performance against the criteria set forth in this plan. Based on planned deliverables and activities and input from the Contractor, ED may consider revisions to the Award Fee Plan before the beginning of each new evaluation period. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The Contractor will be notified of changes to the plan by the Contracting Officer, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

2.0 Organization

The award fee organization consists of: the Fee Determining Official (FDO—this role is filled by the Contracting Officer (CO)); an Award Fee Review Board (AFRB) which consists of, at a minimum, the Contracting Officer's Representative (COR) and the Contract Specialist (CS); and other functional area participants and advisor members.

3.0 Responsibilities

The following ED officials will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

- a. **Fee Determining Official (FDO).** The FDO approves the award fee plan and any significant changes. The FDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and determines the earned award fee amount for each evaluation period.
- b. **Award Fee Review Board (AFRB).** AFRB members review COR and other monitors' reports on the Contractor's performance, consider all information from

pertinent sources, and arrive at an earned award fee recommendation to be presented to the FDO. The AFRB may also recommend changes to this plan.

- c. **Contracting Officer's Representative (COR).** The COR will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor. The COR also will assess and document the performance of the Contractor, which ED will use to determine the amount of incentive fees. The COR is on the AFRB; see above for duties.
- d. **Contracting Officer (CO).** The CO will have overall responsibility for overseeing the Contractor's performance. The CO acts as the FDO; see above for responsibilities in this area. The CO notifies the Contractor in writing of earned award fee, executes a modification authorizing Contractor to submit a voucher for earned award fee, and pays the Contractor the earned award fee in response to the Contractor's submission of a proper voucher for the fee.
- e. **Contracting Specialist (CS).** The CS is on the Award Fee Review Board, and is also the liaison between ED and contractor personnel, when necessary. The Contract Specialist will be responsible for monitoring the Contractor's performance in the areas of contract compliance, contract administration, cost control and property control; reviewing the COR's assessment of the Contractor's performance; and resolving any differences between the COR's assessment and the Contractor's view.

4.0 Award Fee Process

The steps listed below will be followed in making an award payment determination for this contract:

- a. **Available Award Fee Amount.** Award payment(s) based on the Quality Assurance Surveillance Plan contained in this clause will be made by ED to the Contractor for the quality of performance on Key Outcomes during a period for which the AFRB has assigned a rating of "Excellent" or "Superior." Each AFRB member will make a single rating for each Key Outcome based on an overall assessment of how well the Contractor met the Standards of Performance for the respective Key Outcomes. The following are the adjective ratings and definitions to be used by the AFRB in judging Contractor technical performance.

Excellent: The Contractor's performance on virtually all elements within the key outcome is consistently excellent. The Contractor meets and often exceeds parameters set in the ED-approved plans. There are very few, if any, areas for improvement, and all are minor and are more than offset by excellent performance in other areas. There are no

recurring problems. The Contractor virtually always exercises effective management, and whenever necessary initiates timely and effective proactive or corrective action. The Contractor meets all deadlines and, in many cases, submits products and completes services ahead of schedule. Quality of all products and services is high, and the need for revisions or changes is rare. The Contractor keeps ED well informed and brings to ED's attention ahead of time issues that require ED's decisions or involvement.

Superior: The Contractor's performance on most elements within the Key Outcome is consistently superior. The Contractor meets and sometimes exceeds parameters set in the ED-approved plans. There are few, if any, areas that require improvement; these areas are minor and are more than offset by superior or better performance in other areas. There are few, if any, recurring problems. The Contractor consistently exercises effective management, and whenever necessary initiates timely and effective proactive or corrective action. The Contractor meets all deadlines and in some cases submits products and completes services ahead of schedule. Quality of most products and services is high, and the need for revisions or changes is infrequent. The Contractor keeps ED well informed and brings to ED's attention ahead of time issues that require ED's decisions or involvement.

Satisfactory: The Contractor's performance on all elements within the Key Outcome is satisfactory. The Contractor meets parameters set in the Statement of Work. Although there may be areas of superior or better performance, these are offset by lower-level performance in most areas. There may be a few recurring problems, but they are minor. The Contractor exercises satisfactory management overall, and whenever necessary takes corrective action. The Contractor meets most deadlines and contacts the COR in advance when a deadline will not be met. Quality of most products and services is high after revisions or changes are made. Efforts by ED may be necessary for the Contractor to achieve superior work, but are not necessary for the Contractor to achieve satisfactory work. The Contractor generally keeps ED well informed and brings to ED's attention in time issues that require ED's decisions or involvement. **“Satisfactory” performance will not earn an award fee.**

Unsatisfactory: The Contractor's overall performance on the Key Outcome is unsatisfactory or inconsistent. Although there may be a few areas of satisfactory or better performance, often performance is substandard or problematic. The Contractor does not exercise effective management, and corrective actions have not been taken or are generally ineffective. The Contractor does not meet most deadlines and fails to inform the COR in advance when a deadline will not be met. Quality of most products and services is low, and the need for revisions or changes is frequent. Considerable efforts by ED are necessary for the Contractor to achieve satisfactory work.
"Unsatisfactory" performance will result in a deduction fee.

In order to qualify for an award payment for a Key Outcome within a given evaluation period, the AFRB must rate the Contractor's performance on that Key Outcome as "Excellent" or "Superior." No award payment will be made for performance on a Key Outcome that is rated as "Satisfactory" or "Unsatisfactory."

The available award fee for each evaluation period and the related Performance Standards are shown in the Quality Assurance Surveillance Plan in this clause (below). The award fee earned will be paid based on the Contractor's performance during each evaluation period.

- b. **Evaluation Criteria.** The criteria by which the Contractor can earn an award fee are listed in the Quality Assurance Surveillance Plan in this clause, and encompass the Key Outcomes, Performance Standards, and available award fee amounts. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award fee evaluation period. Any changes to evaluation criteria will be made by revising the Quality Assurance Surveillance Plan as set out in this clause under "Award Fee Change Procedure."
- c. **Interim Evaluation Process.** To ensure prompt corrective action in case of unsatisfactory performance, and to avoid misunderstandings and disagreements, the COR will provide feedback to the CO and the Contractor's project director throughout each evaluation period on results of assessments of work performed by the Contractor. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.
- d. **End-of-Period Evaluations.**
 1. The Contractor has the option to submit a self-assessment to the CO within

10 working days of the end of any evaluation period. This written assessment of the Contractor's performance throughout the evaluation period may contain any information that may be reasonably expected to assist the AFRB in evaluating the Contractor's performance. The Contractor's self-assessment may not exceed 10 pages.

2. Within 30 days after the end of an evaluation period the AFRB will meet to determine a rating(s) of the Contractor's performance on Key Outcomes for the preceding period. All reports and data items submitted during the evaluation period, including the Contractor's self-evaluation report (if provided by the Contractor), will be used by the AFRB to assist members in rating the Contractor's performance on specific Key Outcomes.
3. Within 30 days of receiving a written recommendation regarding an award payment from the AFRB, the Contracting Officer will make a unilateral determination of an award payment to be paid to the Contractor.
4. After determination, within 30 days of receiving a written recommendation from the AFRB, the Contracting Officer will write a letter to the Contractor authorizing the Contractor to invoice the Government for an award payment, if any. The Contractor shall not invoice the Government for any award payment, for any evaluation period, until having received the above referenced letter from the Contracting Officer.
5. The Contracting Officer's decision to make an award is not subject to the Disputes clause.

5.0 Award Fee Plan and Quality Assurance Surveillance Plan Change Procedures

All changes must be approved by the Contracting Officer. Examples of changes include changing evaluation criteria, adjusting weights to redirect Contractor's emphasis to areas needing improvement, and revising the distribution of the award fee dollars. The Contractor may recommend changes to the CO no later than 30 days prior to the beginning of the new evaluation period. After approval, the CO shall notify the Contractor of any changes through a written contract modification only. Unilateral changes may be made to the award fee plan if the Contractor is provided written notification (contract modification) by the CO before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

6.0 Contract Termination

If the contract is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO/CO using the normal award fee evaluation process. After termination for convenience, the remaining award fee amounts allocated to all subsequent award fee evaluation periods cannot be earned by the Contractor and, therefore, shall not be paid.

QUALITY ASSURANCE SURVEILLANCE PLAN

The award fee earned by the Contractor will be determined at the completion of evaluation periods shown below. The percentage and dollars shown corresponding to each period are the maximum available-award fee amount that can be earned during that particular period.

The award fee pool for each year is 5% of the estimated costs for that year, set in whole dollars. See clause B.4 PROVISIONAL AWARD FEE PAYMENT for information on available payments of fee throughout the contract period.

By definition, Tasks 5.1, 5.5, 5.8, 5.9, and 5.10 are determined by "special request," making it difficult for the Contractor to include them ahead of time in the estimated costs for the year. Therefore, to calculate the award fee pool, by mutual consent during the evaluation period, ED and the Contractor will add to the estimated costs those costs estimated for Tasks 5.1, 5.5, 5.8, 5.9, and 5.10 that are due during that evaluation period.

CHART 1

Evaluation Period *	Award Fee Pool**
Year 1	5% of total Year 1 estimated costs
Year 2	5% of total Year 2 estimated costs
Year 3	5% of total Year 3 estimated costs
Year 4	5% of total Year 4 estimated costs
Year 5	5% of total Year 5 estimated costs
TOTAL	5% of total estimated costs

* The Government may unilaterally revise the distribution of the remaining award fee dollars among subsequent periods. The Contractor will be notified

of such changes, if any, in writing by the CO before the relevant period is started and the award fee plan will be modified accordingly. Subsequent to the commencement of a period, changes may only be made by mutual agreement of the parties.

** Award fees will be computed and expressed in dollars in all proposals and in the contract.

CHART 2

Available Award Fees (as a % of the award fee pool for the evaluation period**)					
Key Outcome	Year 1*	Year 2	Year 3	Year 4	Year 5
NAEP Processes Analysis	30	15	15	15	15
Site Visits	25	30	30	30	30
Studies of NAEP Operations and Processes	35	45	45	45	45
Cost Management	10	10	10	10	10
TOTAL	100%***	100%	100%	100%	100%

* The Government may unilaterally revise the distribution of the remaining award fee dollars among subsequent periods. Revisions could be due to a change in emphasis of an Outcome, revisions in the cost estimate in revised work plans, or to a Government change in the scope of the contract. The Contractor will be notified of such changes, if any, in writing by the CO before the relevant period is started and the award fee plan will be modified accordingly. Subsequent to the commencement of a period, changes may only be made by mutual agreement of the parties.

** All percentages will be computed in and expressed in dollars in proposals and in the contract.

*** 100% of available award fee = 5% of total estimated costs for that year (see Chart 1, above). The Contractor earns a fee for each Key Outcome. The earned award fee for the one-year evaluation period will fall between 0% and 5% of the total estimated costs for that year, dependent on the level of performance.

CHART 3

Level of Performance*	Amount earned for each Key Outcome**
Excellent	Full amount available in Chart 2
Superior	One-half of the amount available in Chart 2
Satisfactory	Nothing
Unsatisfactory	Deduction of one-half the amount available in Chart 2

* See descriptions of the adjective ratings in the Award Fee Process section, above.

** For example, for Key Outcome "NAEP Processes Analysis," if the Contractor were rated Excellent for Year 1, a fee would be awarded in the amount of 25% of the available award fee pool (from Chart 2). If the Contractor were rated "Superior" for this Key Outcome, then a fee would be awarded in the amount of 12.5% of the available award fee pool. If the Contractor were rated "Satisfactory" or "Unsatisfactory" for this Key Outcome, then no fee would be awarded. All of the earned fees for all of the Key Outcomes, combined, will equal the total award fee earned in any evaluation period.

KEY OUTCOMES

- **NAEP Processes Analysis:** Review NAEP contractors' processes and quality control plans to identify where problems may occur and make recommendations for corrections (Tasks 2.3 and 2.4)
- **Site Visits:** Conduct site visits of all NAEP operations and tasks to observe processes, identify weaknesses, and make recommendations for improvement (Tasks 3.1, 3.2, and 3.3)
- **Studies of NAEP Operations and Processes:** Undertake in-depth studies of NAEP operations and processes (Tasks 4.2 and 4.3)
- **Cost Management:** Manage costs

Related Performance Standards

- **NAEP Processes Analysis:** Review NAEP contractors' processes and quality control plans to identify where problems may occur and make recommendations for corrections (Tasks 2.3 and 2.4)
 - *Identification of weaknesses*—The weaknesses and areas in need of improvement

identified in Contractors processes and quality control plans reflect the appropriate application of quality assurance measures.

- *Recommendations for improvement*—The Contractor makes recommendations for improvement of processes and quality control plans that reflect the appropriate application of quality assurance methodologies, tools, and techniques; and are logical, necessary, practical and cost-effective.
 - *Substance, comprehensiveness, organization, and clarity of written materials*—Drafts, revisions, and final versions of preliminary and annual communication cover the information needed in sufficient depth; are well-thought out and developed; are well organized, clear, and concise; use good writing style and correct grammar and spelling; avoid jargon; have few or no typographical errors.
 - *Revisions of written plans and materials*—Revisions show thoughtful consideration of and, where appropriate, incorporation of comments on drafts and suggestions from ED and other reviewers.
- **Site Visits:** Conduct site visits of all NAEP operations and tasks to observe processes, identify weaknesses, and make recommendations for improvement (Tasks 3.1, 3.2, and 3.3)
- *Schedule*—Site visits are made according to the schedule approved by the COR.
 - *Identification of weaknesses*—The weaknesses and areas in need of improvement identified during site visits are supported by the observations recorded and data collected; reflect the appropriate application of quality assurance measures; and take into account the variations in perspectives and diversity of students being tested, and the context of NAEP’s role in assessment and educational reform.
 - *Recommendations for improvement*—The Contractor makes recommendations for improvement of NAEP processes and operations that reflect the application of appropriate quality assurance methodologies, tools, and techniques; take into account the context of NAEP’s new role in assessment and educational reform, emerging issues, and continuing advancements in technology and assessment; and are logical, necessary, practical and cost-effective.
 - *Substance, comprehensiveness, organization, and clarity of written materials*—Drafts, revisions, and final versions of preliminary and annual communication cover the information needed in sufficient depth; are well-thought out and developed; are well organized, clear, and concise; use good writing style and correct grammar and spelling; avoid jargon; have few or no typographical errors.
 - *Revisions of written plans and materials*—Revisions show thoughtful consideration of and, where appropriate, incorporation of comments on drafts and suggestions from ED and other reviewers.
- **Studies of NAEP Operations and Processes:** Undertake in-depth studies of NAEP operations and processes (Tasks 4.2 and 4.3)

- *Design plans*—Design plans are submitted on time; are clear, logical, and well organized; comply with NCES security and confidentiality procedures and NCES Statistical Standards; and reflect the appropriate application of a range of philosophies, methodologies, tools, techniques, and measures for quality assurance.
- *Study findings*—Study findings are supported by the observations recorded and data collected; take into account the variations in perspectives and diversity of students being tested, the context of NAEP’s role in assessment and educational reform, emerging issues, and continuing advancements in technology and assessment; comply with NCES Statistical Standards; and include the presentation of accurate data in both table and graphic form with sources cited.
- *Recommendations for improvement*—The Contractor makes recommendations for improvement of NAEP processes and operations that are logical, necessary, practical and cost-effective; reflect the application of appropriate quality assurance methodologies, tools, and techniques; take into account the variations in perspectives and diversity of students being tested, the context of NAEP’s new role in assessment and educational reform, emerging issues, and continuing advancements in technology and assessment.
- *Substance, comprehensiveness, organization, and clarity of written materials*—Drafts, revisions, and final versions of preliminary and annual communication cover the information needed in sufficient depth; are well-thought out and developed; are well organized, clear, and concise; use good writing style and correct grammar and spelling; avoid jargon; have few or no typographical errors.
- *Revisions of written plans and materials*—Revisions show thoughtful consideration of and, where appropriate, incorporation of comments on drafts and suggestions from ED and other reviewers.

➤ **Cost Management:** Manage costs

- *Estimates*—Actual expenditures come close to the Contractor’s proposed budget and cost estimates.
- *Monitoring*—The Contractor monitors actual expenditures closely and quickly, avoiding surprises.
- *Planning*—The Contractor plans ahead and with ED’s prior approval makes adjustments that are justified and appropriate, saving money on some activities when necessary to compensate for expected increases in expenses for other activities. The Contractor accomplishes this without sacrificing the timeliness or quality of the work, nor eliminating required activities.
- *Costs*—Costs are reasonable, allocable, and allowable, and adhere to the cost principles outlined in the contract.

Contract compliance—Contractor is proactive in complying with all contract clauses regarding fiscal management, including but not limited to 52.232-20 Limitation of Cost, 52.232-22 Limitation of Funds, and 52.216-7 Allowable Cost and Payment.

**ATTACHMENT B
PAYMENT SCHEDULE
Scheduled Deliverables**

Monthly Report Date	Primary Activities and Accomplishments (Task)
10/5/02	Meetings with COR (5.1) Monthly Administrative Report (5.2)
	Total Progress Payment*
11/5/02	Review of Past Problems (1.1) MOUs with other contractors (2.2) Draft Plan for Review of NAEP Processes (2.3) Meetings with COR (5.1) Monthly Administrative Report (5.2) Security Plan (5.3)
	Total Progress Payment*
12/5/02	Study of the NAEP Procurement Model (2.1) Final Plan for Review of NAEP Processes (2.3) Meetings with COR (5.1) Monthly Administrative Report (5.2)
	Total Progress Payment*
1/5/03	Draft Report on Contractor Processes and Systems (2.3) List of Planned Site Visits (3.1) Preliminary Reviews of Quality Control Plans (2.4) Meetings with COR (5.1) Monthly Administrative Report (5.2)
	Total Progress Payment*
2/5/03	Final Report on Contractor Processes and Systems (2.3) Meetings with COR (5.1) Report of Consultant Panel Meetings (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1)
	Total Progress Payment*
3/5/03	Memoranda on Contractor Quality Control Plans (2.4) Meetings with COR (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1)
	Total Progress Payment*
4/5/03	Meetings with COR (5.1)

Monthly Report Date	Primary Activities and Accomplishments (Task)
	Monthly Administrative Report (5.2) Site Visit Memoranda (3.1) Total Progress Payment*
5/5/03	Meetings with COR (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1) Total Progress Payment*
6/5/03	Meetings with COR (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1) Total Progress Payment*
7/5/03	Meetings with COR (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1) Total Progress Payment*
8/5/03	Meetings with COR (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1) Total Progress Payment*
9/5/03	Meetings with COR (5.1) Monthly Administrative Report (5.2) Site Visit Memoranda (3.1) Total Progress Payment*
Subtotal – Scheduled Deliverables	

Unscheduled Deliverables

Primary Activities and Accomplishments (Task)	Number Scheduled
Site Visits (3.1)	65
Site Visit Debriefings (3.1)	4
Test Development	
Test Administration	
Processing and Scoring	
Analysis and Reporting	
Interim Site Visit Reports (3.2)	
Draft interim reports (4 areas above)	4
Final interim reports (4 areas above)	4
Year-end Reports (3.3)	
Draft final report	1
Final report	1
Study Design and Management Plans (4.1)	
Draft design plan (Study 24)	1
Final design plan (Study 24)	1
Draft design plan (Study 5)	1
Final design plan (Study 5)	1
Study Reports (4.3)	
Draft report (Study 24)	1
Final report (Study 24)	1
Draft report (Study 5)	1
Final report (Study 5)	1
Contractor Meetings (5.4)	4
NAGB Meetings (5.5)	
Within DC metropolitan area	3
Outside DC metropolitan area	1
Item Review (5.6)	1
Test Administration Debriefing (5.7)	1
Other Meetings (5.8)	
DAC	1
EIAC	1
ACES	1
NVS	4
Briefing (5.9)	6
Ancillary Services (5.10)	
Subtotal – Unscheduled Deliverables	
TOTAL – Scheduled and Unscheduled Deliverables	