

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER HE1254-2005003-0137		PAGE 1 OF 38	
2. CONTRACT NO. HE1254-05-C-0020	3. AWARD/EFFECTIVE DATE MAY 16, 2005	4. ORDER NUMBER	5. SOLICITATION NUMBER HE1254-05-R-0020
7. FOR SOLICITATION INFORMATION CALL: Isiah Mack isiah.mack@hq.dodea.edu		b. TELEPHONE NUMBER (No collect calls) (703) 588-3624	8. OFFER DUE DATE/ LOCAL TIME MAY 04, 2005 1:00 PM ET

9. ISSUED BY DoD Education Activity Attn: Headquarters Procurement Branch 4040 North Fairfax Drive Arlington VA 22203-1613	CODE HE1254	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS Net 30
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15. DELIVER TO DoD Education Activity 1st Floor Supply Room 4040 North Fairfax Drive Arlington VA 22203-1613	CODE HE1254	16. ADMINISTERED BY DoD Education Activity Attn: Headquarters Procurement Branch 4040 North Fairfax Drive Arlington VA 22203-1613	CODE HE1254
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17a. CONTRACTOR/OFFEROR VOYAGER Expanded Learning 1125 LONGPOINT AVE DALLAS TX 75247-6809	CODE 00000026	FACILITY CODE TIN: 75-2534510 DUNS: 926340886 CAGE: 3WJD8	18a. PAYMENT WILL BE MADE BY DFAS - Vendor Pay Attn: DFAS-BVD/IN 8899 East 56th Street Indianapolis IN 46249-1500	CODE HQ0347
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TELEPHONE NO. 504-467-3794

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  See Address in Block 9

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA  
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$663,272.50

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. YOUR OFFER  
DATED MAY 04, 2005 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Debbie Lashbrook</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Barbara LaFalce</i>
30b. NAME AND TITLE OF SIGNER (Type or print) Debbie Lashbrook / VP of Finance	31b. NAME OF CONTRACTING OFFICER (Type or print) Barbara LaFalce
30c. DATE SIGNED 5/16/05	31c. DATE SIGNED 5/18/05

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	Base Year - Date of award through 12 months				
0001	Europe - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	NSP
0001AA	K-3 Summer School Program Class Room Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	95.00	EA	1,355.00	128,725.00
0001AB	4-6 Summer School Program Class Room Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	65.00	EA	1,355.00	88,075.00
0001AC	7-8 Summer School Program Class Room Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	54,200.00
0002	Pacific - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	NSP
0002AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	55.00	EA	1,355.00	74,525.00
0002AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	35.00	EA	1,355.00	47,425.00
0002AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	25.00	EA	1,355.00	33,875.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0003	DDESS - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	NSP
0003AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	70.00	EA	1,355.00	94,850.00
0003AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	54,200.00
0003AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	20.00	EA	1,355.00	27,100.00
0004	Shipping  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	EA	60,297.50	60,297.50
0005	Train-the-trainer (Upt to 2 sessions)  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  Option Year 1 - Date of option exercise through 12 months	2.00	EA	NSP	NSP
1001	Europe - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
1001AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data:	95.00	EA	1,355.00	OPT 128,725.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
1001AB	9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	65.00	EA	1,355.00	OPT 88,075.00
1001AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	OPT 54,200.00
1002	Pacific - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
1002AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	55.00	EA	1,355.00	OPT 74,525.00
1002AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	35.00	EA	1,355.00	OPT 47,425.00
1002AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	25.00	EA	1,355.00	OPT 33,875.00
1003	DDESS - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
1003AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	70.00	EA	1,355.00	OPT 94,850.00
1003AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	OPT 54,200.00
1003AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	20.00	EA	1,355.00	OPT 27,100.00
1004	Shipping  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	EA	60,297.50	OPT 60,297.50
1005	Train-the-trainer (Up to 2 sessions)  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  Option Year 2 - Date of option exercise through 12 months	2.00	EA	NSP	OPT NSP
2001	Europe - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
2001AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	95.00	EA	1,355.00	OPT 128,725.00
2001AB	4-6 Summer School Program Classroom Kits	65.00	EA	1,355.00	OPT 88,075.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
2001AC	Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  7-8 Summer School Program Classroom Kits	40.00	EA	1,355.00	OPT 54,200.00
2002	Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  Pacific - K-8 Summer School Program Classroom Kits	1.00	LO	NSP	OPT NSP
2002AA	Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  K-3 Summer School Program Classroom Kits	55.00	EA	1,355.00	OPT 74,525.00
2002AB	Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  4-6 Summer School Program Classroom Kits	35.00	EA	1,355.00	OPT 47,425.00
2002AC	Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  7-8 Summer School Program Classroom Kits	25.00	EA	1,355.00	OPT 33,875.00
2003	DDESS - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
2003AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA	70.00	EA	1,355.00	OPT 94,850.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
2003AB	BOC: 2600  4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	OPT 54,200.00
2003AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	20.00	EA	1,355.00	OPT 27,100.00
2004	Shipping  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	EA	60,297.50	OPT 60,297.50
2005	Train-the-trainer (Up to 2 sessions)  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  Option Year 3 - Date of option exercise through 12 months	2.00	EA	NSP	OPT NSP
3001	Europe - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
3001AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	95.00	EA	1,355.00	OPT 128,725.00
3001AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	65.00	EA	1,355.00	OPT 88,075.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
3001AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	OPT 54,200.00
3002	Pacific - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	0.00	OPT 0.00
3002AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	55.00	EA	1,355.00	OPT 74,525.00
3002AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	35.00	EA	1,355.00	OPT 47,425.00
3002AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	25.00	EA	1,355.00	OPT 33,875.00
3003	DDESS - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
3003AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	70.00	EA	1,355.00	OPT 94,850.00
3003AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600	40.00	EA	1,355.00	OPT 54,200.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
3003AC	DEAC50037A342DS49451 99DA BOC: 2600  7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	20.00	EA	1,355.00	OPT 27,100.00
3004	Shipping  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	EA	60,297.50	OPT 60,297.50
3005	Train-the-trainer (Up to 2 sessions)  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600  Option Year 4 - Date of option exercise through 12 months	2.00	EA	NSP	OPT NSP
4001	Europe - K-8 Summer School Program Classroom Kit  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
4001AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	95.00	EA	1,355.00	OPT 128,725.00
4001AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	65.00	EA	1,355.00	OPT 88,075.00
4001AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	OPT 54,200.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4002	Pacific - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	NSP	OPT NSP
4002AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	55.00	EA	1,355.00	OPT 74,525.00
4002AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	35.00	EA	1,355.00	OPT 47,425.00
4002AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	25.00	EA	1,355.00	OPT 33,875.00
4003	DDESS - K-8 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	LO	0.00	OPT 0.00
4003AA	K-3 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	70.00	EA	1,355.00	OPT 94,850.00
4003AB	4-6 Summer School Program Classroom Kits  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	40.00	EA	1,355.00	OPT 54,200.00
4003AC	7-8 Summer School Program Classroom Kits  Accounting and Appropriation Data:	20.00	EA	1,355.00	OPT 27,100.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4004	9750100.6010 P1300 1100 2600 DEAC50037A342DS49451 99DA  Shipping  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	1.00	EA	60,297.50	OPT 60,297.50
4005	Train-the-trainer (Up to 2 sessions)  Accounting and Appropriation Data: 9750100. 6010 P1300 1100 2600 DEAC50037A342DS49451 99DA BOC: 2600	2.00	EA	NSP	OPT NSP

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<b>IV.</b>	<b>List of Contract Documents, Exhibits, or Attachments</b>	<b>30</b>

## SECTION I

### ADDENDUM to SF 1449

#### A. Points of Contact:

Contracting Officer: Barbara LaFalce  
4040 N. Fairfax Drive, Arlington, VA  
Telephone: 703-588-3618  
FAX: 703-588-3713

Contract Specialist: Isiah Mack  
4040 N. Fairfax Drive, Arlington VA  
Telephone: 703-588-3624  
FAX: 703-588-3684  
isiah.mack@hq.dodea.edu

Contracting Officer's Representative:  
(COR) Megan Dolan  
4040 N. Fairfax Drive, Arlington VA  
Telephone: 703-588-3136  
FAX: 703-588-3702

#### B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

The Administration Office and Accounting & Appropriation Data will be entered at time of award. Payment will be made by Electronic Funds Transfer (EFT) to the account registered in the Central Contractor Registration (CCR) database.

#### C. INVOICE SUBMISSION

1. **Payment** shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment.

2. The Contractor shall submit an original invoice to:

**Mail:** **PROCUREMENT DIVISION**  
**ATTN: INVOICE PROCESSING**  
**4040 N FAIRFAX DRIVE**  
**ARLINGTON VA 22203-1635**

**Fax:** **703-588-3713**

## SECTION I

### ADDENDUM to SF 1449 (Cont.)

**D. Tax Exemption Status.** DoDEA is an activity of the Federal Government. As such, state agencies are precluded from taxing them by reason of the Supreme Court decision in *McCullough v. Maryland*, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statutes. DoDEA Federal Tax Identification Number: 53-0207336.

### **E. Addendum to Blocks 19-24** (Schedule of Supplies/Services)

1. Contract Type and Duration: Contract award type is Firm-Fixed Price. The base period is 12 months from date of award. The Government has the option to extend the contract term for up to four (4) consecutive 12-month period in accordance with FAR 52.217-9, "Option to Extend the Term of Contract."

## **SECTION II**

### **Statement of Work**

#### **1.0. INTRODUCTION.**

The Contractor shall provide all personnel, materials, and other items necessary to perform all tasks and functions as defined in this Statement of Work (SOW). The Department of Defense Education Activity (DoDEA) needs to provide K-8 students of deployed personnel with academic enrichment programs at approximately 70 sites during the summer.

#### **2.0. BACKGROUND.**

As a result of the war effort, the extension of deployment in Iraq for parents of K-8 students has created heightened stress in those communities. To better meet the educational needs of the children of deployed parents, a K-12 summer school program is being implemented. Although the target population is the children of deployed military personnel, all K-8 students will be eligible to receive summer school instruction. (The high school component is not part of this SOW.) Because DoDEA does not normally offer K-8 summer school classes, the proposed program is unique and not anticipated to be ongoing.

#### **3.0. SCOPE.**

3.1. The Contractor shall provide a turnkey K-8 activity-based, multidisciplinary, academic enrichment program with materials emphasizing mathematics, reading, and language arts—suitable for a teacher-led summer school program for approximately 70 sites in Europe, the Pacific and the United States. The estimated number of students is 8,000 and the estimated number of teachers is 475.

3.2. The Contractor shall provide professional development delivered directly by trainers to adequately prepare DoDEA personnel to train program teachers so they may provide excellent summer school instruction. The professional development should familiarize them with the instructional materials and appropriate teaching strategies to support student learning and achievement.

3.3. The Contractor shall provide all labor, travel, personnel, materials, and technical expertise necessary to complete each of the requirements specified in this Statement of Work (SOW).

#### **4.0. TECHNICAL REQUIREMENTS. The Contractor shall:**

4.1. Provide an age appropriate summer school curriculum for K-8 students, with activities differentiated by grade level bands (such as K-3, 4-6, 7-8).

4.2. Provide a curriculum that allows teachers to differentiate instruction across grade levels (as multiple grades may be in the same classroom). Each class shall accommodate no more than 18 students.

4.3. Provide material that is academically focused and emphasizes mathematics, reading and language arts, but may include other content areas (science, social studies, arts, technology, etc.).

4.4. Include interdisciplinary enrichment activities which are beyond the scope of traditional classroom activities.

4.5. Provide lessons that incorporate teacher-led, student-exploratory, small group, and learning station formats. If computer-based activities are included, they may not account for more than 20 percent of the curriculum.

4.6. Include teacher manuals, resource books, multimedia material, and all instructional materials required to teach each lesson.

4.6.1. Some of the sites are in remote locations so do not assume that the sites have “easily accessible” items, i.e., cotton balls, straws, wire hangers, etc.

4.7. Include sufficient content for four (4) weeks of summer programming. The content shall be organized so that full units can be completed during the scheduled summer school time for a total of 60 hours.

5.0. PERFORMANCE REQUIREMENTS. The Contractor shall:

5.1. Participate by phone in a post award conference not later than three (3) days after contract award.

5.2. Ensure that instructional materials are delivered as follows:

5.2.1. To 17 sites in the U.S, Puerto Rico and Guam not later than (NLT) 10 days after award.

5.2.2. To 53 sites in Europe and the Pacific not later than (NLT) 20 days after the award.

5.2.3. DoDEA will provide the delivery addresses for each site upon award.

5.3. Provide professional development. The contractor shall perform up to two (2) “train-the-trainer” workshops for up to a total of 20-25 DoDEA personnel. The workshops shall:

5.3.1. Ensure that DoDEA trainers are familiar with the instructional materials and are able to train program teachers to implement a variety of strategies using the instructional materials, including supplementary materials available online, to teach students effectively.

5.3.2. Include all instructional materials, trainer guides for the DoDEA trainers and access to appropriate online resources.

6.0. PLACE OF PERFORMANCE. Contractor’s facility.

7.0. DELIVERABLES.

7.1.1. Base Year

<b>Deliverables</b>	<b>Reference</b>	<b>Delivery Dates</b>
Post-Award Conference	5.1	NLT three (3) days after the contract award date.
Instructional Materials a. U.S., Puerto Rico and Guam sites	5.2.1.	NLT ten (10) days after contract award date
b. Europe and Pacific sites	5.2.2.	NLT twenty (20) days after contract award date
Professional Development (Train-the-trainer)	5.3.	TBD at Post-Award Conference (Anticipated start date - May 20, 2005)

7.1.2. Option Years

<b>Deliverables</b>	<b>Reference</b>	<b>Delivery Dates</b>
Post-Award Conference	5.1	NLT three (3) days after date of option exercise.
Instructional Materials a. U.S., Puerto Rico and Guam sites	5.2.1.	NLT ten (10) days after date of option exercise.
b. Europe and Pacific sites	5.2.2.	NLT twenty (20) days after date of option exercise.
Professional Development (Train-the-trainer)	5.3.	TBD at Post-Award Conference

### SECTION III

#### CONTRACT CLAUSES

##### **FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2003)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and  
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment*.
- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the

Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).*

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-

name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

#### **1. ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --**

##### **COMMERCIAL ITEMS (OCT 2003)**

a. The following is added to paragraph (c) "Changes" after the last period:

“(The phrase, “terms and conditions” means any statement regarding the substantive rights of either or both parties.). Other changes (for example, a change in the paying office, appropriations data or Contracting Officer’s Representative) may be made unilaterally by written order signed by the Contracting Officer.”

b. The following clauses and clause references are incorporated at the end of FAR 52.212-4, after paragraph (t) "Central Contractor Registration (CCR)" as paragraph (u): "Other Clauses":

##### **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

FAR clauses/provisions: <http://www.arnet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil/dp/dars/dfars.html>

FAR & DFARS clauses/provisions: <http://farsite.hill.af.mil>

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

**FAR 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months from date of award.

(End of clause)

**FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

There are no minimum or maximum order quantities under this contract. The Contractor shall honor all orders received unless an order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - \_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.
  - \_\_\_ (iii) Alternate II (June 2003) of 52.219-5.
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
  - \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

- \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- X (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- \_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- \_\_\_ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- \_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- \_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- \_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- X (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

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(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**  
United States law will apply to resolve any claim of breach of this contract.

(End of clause)

**DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)**

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X   52.203-3                      Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<u>      </u>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<u>  X  </u>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<u>      </u>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<u>  X  </u>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

_____	252.225-7012	Preference for Certain Domestic Commodities  (JUN 2004) (10 U.S.C. 2533a).
_____	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
_____	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
_____	252.225-7021	Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<u>  X  </u>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2005) (____ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_____	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<u>  X  </u>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u>  X  </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III) (MAY 2002) (10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

(END OF SECTION)

**SECTION IV**

**LIST OF CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

<u>Description</u>	<u>Page</u>
A. Commercial Item Small Business Subcontracting Plan	<b>31</b>

## ATTACHMENT A

### INSTRUCTIONS FOR PROPOSING AN INITIAL COMMERCIAL ITEM SUBCONTRACTING PLAN

(modified 1 OCT 04)

**TYPE OF PLAN** -- Any large business quoter/offeror that does not have an approved small business subcontracting plan must submit a proposed plan to the Contracting Officer. This form, when submitted, is a proposed Commercial Item Small Business Subcontracting Plan. It is the preferred type of subcontracting plan for this procurement, though the quoter/offeror may use a noncommercial plan instead. Commercial plans are good for the contractor's fiscal year, and do not have to be renegotiated for each contract requiring a plan. Noncommercial plans are good for the life of the contract involved, but must be renegotiated for each contract requiring a plan. Quoter/offerors desiring to propose noncommercial plans should obtain a noncommercial plan form from the Contracting Officer.

**PLAN SUBMITTAL** -- A quoter/offeror submitting a proposed commercial plan must submit it to the first Contracting Officer awarding a contract subject to the plan during the Contractor's fiscal year. This proposed plan must be submitted as part of the quote/offer. If that Contracting Officer is a DoDEA Contracting Officer, the plan must have at least the information shown on the following pages. Quoter/offerors submitting plans to DoDEA are requested to use the format shown on the following pages in their submittal. (Plans already approved must be included in the offer in place of this form). Upon approval, this plan will become part of the contract upon award. It will also apply to all other Government contracts with the contractor for the life of the plan.

**IDENTITY OF CONTRACTING OFFICER NEGOTIATING PLAN** -- Before a plan is approved, quoters/offerors are requested to supply the identity of the Contracting Officer negotiating the initial plan to all other Contracting Officers government wide that are responsible for any procurement that could result in a contract subject to this plan. This identity information should include the name, title, address and telephone number (as well as e-mail address, if known) of the Contracting Officer negotiating the initial plan.

**PLAN START AND END DATES** -- The proposed plan must specify the first and last dates when this plan will apply. If the format on the following pages is used, this is the "Period Covered By Plan." The Contracting Officer will specify the starting date. The quoter/offeror must specify the ending date. The ending date must be the last date of the quoter/offeror's current fiscal year. If that ending date is fewer than 30 federal government working days from the starting date, the quoter/offeror must either (a) fill in the ending date with the last date of the Contractor's next fiscal year, or (b) complete the Commercial Item Small Business Subcontracting Plan (Renegotiation/Renewal) in addition to this form. (Using the ending date of the quoter/offeror's next fiscal year is usually much simpler.) Ensuing plans will coincide with the contractor's fiscal year.

**REASONABLE GOALS** -- The quoter/offeror must select goals that are reasonable based on making good faith efforts (to be described in this plan) to use small, HUBZone small, small disadvantaged, service disabled veteran owned small business, and women-owned small business subcontractors to the maximum extent practicable. Contracting Officers will reject plans with unreasonably low goals, or efforts described herein that are not good faith efforts.

**TO CONSTRUCT THE PLAN USING THE FORMAT BELOW**  
Fill in all blanks where indicated. Use additional sheets, if necessary.

**COMMERCIAL ITEM SMALL BUSINESS SUBCONTRACTING PLAN (INITIAL)**

PERIOD COVERED BY PLAN: This plan applies from 05/16/05 [Contracting Officer fill in the first date of contract performance. For supply contracts, this is the date of contract award] to 12/31/05. [Contractor fill in the last date of their current fiscal year. If there will be fewer than 30 federal government working days between the start date and the end of the Contractor's current fiscal year, the Contractor must either (a) fill in the date of the Contractor's next fiscal year, or (b) complete the Commercial Item Small Business Subcontracting Plan (Renegotiation/Renewal) in addition to this form. (Using the ending date of the Contractor's next fiscal year is usually much simpler.)]

CONTRACTOR APPROVAL: Deborah Nugent Date: 5/16/05  
Signature of authorized Contractor official

NAME OF AUTHORIZED CONTRACTOR OFFICIAL: Deborah Nugent  
TITLE: Executive Vice President

CONTRACTOR: Voyager Expanded Learning

CONTRACTOR DIVISION (if applicable): \_\_\_\_\_

ADDRESS: Voyager Expanded Learning  
1800 Valley View Lane, Suite 400  
Dallas, TX 75234

GOVERNMENT APPROVAL: Barbara LaFalce Date: 5/18/05  
Signature of Contracting Officer

NAME OF CONTRACTING OFFICER: Barbara LaFalce

TITLE: Contracting Officer

NAME, ADDRESS OF GOVERNMENT AGENCY: DoD Education Activity  
Attn: Headquarters Procurement Branch  
4040 North Fairfax Drive  
Arlington, VA 22203-1613

TELEPHONE: 703-588-3618

**This plan is the Contractor's approved small business subcontracting plan. The Contractor must submit this plan as their subcontracting plan for all Government contracts in effect during the "Period Covered By Plan" indicated above, whenever such a plan is required. This plan also applies for the entire "Period Covered By Plan" above.**

**The Contractor must provide to all Contracting Officers responsible for a contract subject to this plan the identity of the Contracting Officer that will negotiate any follow-on to, or renewal of this plan. This identity information should include the name, title, address and**

**telephone number (as well as e-mail address, if known) of the Contracting Officer negotiating the follow-on or renewal.**

This subcontracting plan, with attachments as indicated, is hereby submitted to satisfy the requirements of the Small Business Act (P.L. 95-507), Federal Acquisition Regulation (FAR) Part 19, and Defense Federal Acquisition Regulation Supplement (DFARS) Part 219 concerning subcontracting with small businesses.

REFERENCE EFFECTIVE DATES: All references to anything in the Federal Acquisition Regulation (FAR) or the Defense FAR Supplement (DFARS) refer to the FAR or DFARS versions in effect on 04/11/05. *[Contracting Officer must fill in the date the IFB, RFQ or RFP was released.]*

DEFINITION OF TERMS: For the purposes of this plan, the terms "Small Business Concern," "HUBZone Small Business Concern," and "Women-Owned Small Business Concern" are defined in FAR 19, Small Business Programs, Section 19.001, Definitions. The term, "Small Disadvantaged Business Concern," is defined in DFARS 219, Small Business Programs, Section 219.001, Definitions. The terms "Historically Black Colleges or Universities" and "Minority Institutions" are defined in the clause at DFARS 252.219-7003, Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts).

The Contractor hereby agrees to give small business (SB), HUBZone small business (Hubzone SB), small disadvantaged business (SDB), veteran-owned small business (VOSB) service disabled veteran-owned small business (SDVOSB) and women-owned small business (WOSB) concerns the maximum practicable opportunity to participate as subcontractors in the contracts awarded by any executive agency, consistent with efficient contract performance.

The Contractor also agrees to establish procedures to ensure the timely payment of amounts due pursuant to the terms of the Contractor's subcontracts with small business, HUBZone small business, small disadvantaged business, veteran-owned small business, service disabled veteran-owned small business, and women-owned small business concerns.

1. (a) The following percentage goals apply to all contractor business (including, but not limited to, both Government and commercial business), for the period cited above:
  - (i) Small Business Concerns: 15 % of total planned subcontracting dollars will be awarded to subcontractors who are Small Business Concerns (also includes SDB, HubZone SB, WOSB, HBCU/MI, VOSB, and SDVOSB)
  - (ii) Small Disadvantaged Business Concerns: 0 % of total planned subcontracting dollars will be awarded to subcontractors who are Small Disadvantaged Business Concerns. (The Contractor may include in this goal planned subcontracting dollars to be awarded to Historically Black Colleges or Universities or Minority Institutions.) This percentage goal is included in the percentage shown under subparagraph 1 (a) (i), above.
  - (iii) HUBZone Small Business Concerns: 15 % of total planned subcontracting dollars will be awarded to subcontractors who are HUBZone Small Business Concerns. This percentage goal is included in the percentage shown under subparagraph 1(a) (i), above.

(iv) Service Disabled Veteran-Owned Small Business (VOSB) Concerns: 0 % of total planned subcontracting dollars will be awarded to subcontractors who are Service Disabled Veteran-owned Small Business Concerns. This percentage goal is included in the percentage shown under subparagraph 1 (a) (i), above.

(v) Women-Owned Small Business Concerns: 4 % of total planned subcontracting dollars will be awarded to subcontractors who are Women-Owned Small Business Concerns. This percentage goal is included in the percentage shown under subparagraph 1 (a)(i), above.

(iv) Veteran-Owned Small Business (VOSB) Concerns: 0 % of total planned subcontracting dollars will be awarded to subcontractors who are Veteran-Owned Small Business Concerns. This percentage goal is included in the percentage shown under subparagraph 1(a) (i), above.

(b) The following dollar values correspond to the percentage goals shown in subparagraph 1.(a), above:

(i) Total planned dollars to be subcontracted to Small Business Concerns: \$ 99,491. (Contractor may include SDB, WOSB, HBCU/MI, HubZone SB, VOSB, and SDVOSB concerns)

(ii) Total planned dollars to be subcontracted to Small Disadvantaged Business Concerns: \$ NA. (The Contractor may include in this goal planned subcontracting dollars to be awarded to Historically Black Colleges or Universities or Minority Institutions.) This dollar amount is included in the planned dollars to be subcontracted to Small Business Concerns (subparagraph 1.(b)(i), above.

(iii) Total planned dollars to be subcontracted to Women-Owned Small Business Concerns: \$ 26,530. This dollar amount is included in the total planned dollars to be subcontracted to Small Business Concerns (paragraph 1 (b)(i), above).

(iv) Total planned dollars to be subcontracted to HUBZone Small Business Concerns: \$ 99,491. This dollar amount is included in the planned dollars to be subcontracted to Small Business Concerns (subparagraph 1 (b)(i), above).

(v) Total planned dollars to be subcontracted to Veteran-Owned Small Business Concerns: \$ NA. This dollar amount is included in the planned dollars to be subcontracted to Small Business Concerns (subparagraph 1 (b)(i), above).

(vi) Total planned dollars to be subcontracted to Service-Disabled Veteran-Owned Small Business Concerns: \$ NA. This dollar amount is included in the planned dollars to be subcontracted to Small Business Concerns (subparagraph 1 (b)(i), above).

(c) The total estimated dollar value of all planned subcontracts under this plan is \$ 206,145 .

(d) The total projected sales for the contractor during the period covered by this plan is \$ 663,272 .

(e) The following principal products and/or services to be subcontracted under this contract, and their distribution among Small Business Concerns, Small Disadvantaged Business Concerns, Woman-Owned Small Business Concerns , Historically Black Colleges and Universities and Minority Institutions, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns are as follows:

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(f) Basis for Subcontracting Goals. The methods used to determine the subcontracting goals established in subparagraphs 1(a) through 1(d), above, are as follows.

It is the intent of Voyager Expanded Learning to provide opportunities to subcontract with high quality vendors and individuals, particularly to those most underrepresented in our society.

(g) In accordance with FAR 52.219-9 (d) (5), the contractor will use the following methods to identify potential sources for solicitation purposes.

Voyager Expanded Learning will continue to place for bid printing, supplies, and materials and will continue to actively seek out and recruit qualified vendors and individuals, particularly those who are among the most underrepresented in our society.

(h) In accordance with FAR 19.704(a)(6), Indirect costs (check one below):

       have been   X   have not been included in establishing the subcontracting goals specified in subparagraphs 1.(a) and 1.(b), above.

Where indirect costs have been included, the methods used to determine the proportionate share of indirect costs to be incurred with (i) Small Business Concerns; (ii) Small Disadvantaged Business Concerns; (iii) Women-Owned Small Business Concerns; (iv) Historically Black Colleges and Minority Institutions, if applicable; (v) HUBZone Small Business Concerns; (vi) Veteran-Owned Small Business Concerns; and (vi) Service-Disabled Veteran-Owned Small Business Concern are as follows:

(i) Small Business Concerns:

  NA    

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(ii) Small Disadvantaged Business Concerns:

NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(iii) Women-Owned Small Business Concerns:

NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(iv) Historically Black Colleges and Universities and Minority Institutions:

NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(v) Veteran-Owned Small Business Concerns:

NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(vi) Service-Disabled Veteran-Owned Small Business Concerns:

NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Pursuant to FAR 19.704(a) (7), the following contractor employee will administer this plan on behalf of the contractor:

Name: Steve Taylor

Address: Voyager Expanded Learning  
1800 Valley View Lane, Suite 400'  
Dallas, TX 75234

Telephone: 214/9327464

Title: Executive Director

Per FAR 52.219-9(d)(7), the contractor employee has the following duties:

- (a) Overall responsibility for the implementation of the contractor's small business program.
- (b) Execute subcontracting plan(s).
- (c) Monitor performance against the plan(s).
- (d) Ensure that the contractor performs the duties described in FAR 52.219-9 (e).
- (e) Develop and/or coordinate bidder lists of Small Business Concerns, Small Disadvantaged Businesses, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns.
- (f) Ensure that solicitation packages (either IFB, RFQ or RFP) are structured to permit maximum practicable participation of Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns and Women Owned Small Business Concerns.
- (g) Conduct or facilitate training for purchasing and other company officials with source selection responsibility to create awareness and maintain current knowledge of the program.
- (h) Monitor actual performance against subcontracting plan goals.
- (i) Ensure timely submission of subcontracting reports, Standard Form 295.
- (j) Ensure periodic rotation of potential small business subcontractors on bidders lists.
- (k) Establish and maintain consistent, timely, accurate and complete records supporting small business subcontract award activity or provide sufficient reason award was not made to a small business concern.
- (l) Act as the focal point to prepare the contractor for any compliance reviews to be performed by the Government.

3. In accordance with FAR 19.704(a)(8) and FAR 52.219-9(d)(8), the contractor will do the following to ensure that Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small Businesses have an equitable opportunity to compete for subcontracts.

Voyager Operations staff members evaluate the company's policy for ensuring an equitable opportunity to all qualified subgroup contractors every month or so by comparing the numbers of subcontractors and levels of purchasing activity

4. The clause at FAR 52.219-8, Utilization of Small Business Concerns, will be included in all subcontracts that offer further subcontracting opportunities. In addition, the contractor will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 to adopt a subcontracting plan that complies with FAR 52.219-9, Small Business

Subcontracting Plan and DFARS 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts).

5. Pursuant to FAR 52.219-9(d)(10) the contractor will:

- (a) Cooperate in any studies or surveys as may be required by the Government;
- (b) Submit periodic reports as may be required to allow the Government to determine the extent of compliance by the contractor with the subcontracting plan;
- (c) Submit Standard Form (SF) SF 295, Summary Subcontract Report, in accordance with the instructions on the form as well as FAR 52.219-9(j); and
- (d) Ensure that its subcontractors agree to submit Standard Form 295.

6. In accordance with FAR 52.219-9(d)(11), the contractor will maintain the following types of records to demonstrate compliance with the requirements and goals of this subcontracting plan.

Voyager Expanded Learning will maintain and secure 7 years worth of records of all transactions, bids, and quotes relative to this project.

7. In accordance with FAR 52.219-9(d)(11), the contractor will do the following to locate Small Business, HUBZone Small Business, Small Disadvantaged Business and Women Owned Small Business Concerns and award subcontracts to them.

Voyager Expanded Learning will use source lists, will contact organizations that are oriented to small businesses and keep records on small business solicitations in an effort to provide fair and equitable opportunities to underrepresented entities for subcontracts.