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

1. REQUISITION NUMBER: HE1254-2004050-2506

2. CONTRACT NO.: HE1254-05-D-0007

3. AWARD/EFFECTIVE DATE: MAR 14, 2005

4. ORDER NUMBER:

5. SOLICITATION NUMBER: HE1254-04-R-0021

6. SOLICITATION ISSUE DATE: APR 16, 2004

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: James Church
james.church@hq.dodea.edu
b. TELEPHONE NUMBER *(No collect calls)*: (703) 588-3616

8. OFFER DUE DATE/ LOCAL TIME: June 18, 2004 1400

9. ISSUED BY CODE HE1254
DoD Education Activity
Attn: Headquarters Procurement Branch
4040 North Fairfax Drive
Arlington VA 22203-1613

10. THIS ACQUISITON IS
[x] UNRESTRICTED
[ ] SET ASIDE: 0 % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] 8(A)
NAICS: 511130
SIZE STANDARD: 500EMP

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days
0%
Net 0

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [x] RFP

15. DELIVER TO CODE
SEE INDIVIDUAL DELIVERY ORDERS

16. ADMINISTERED BY CODE HE1254
DoD Education Activity
Attn: Headquarters Procurement Branch
4040 North Fairfax Drive
Arlington VA 22203-1613

17a. CONTRACTOR/ OFFEROR CODE 00001988 FACILITY CODE
HOUGHTON MIFFLIN COMPANY
INTERNATIONAL DIVISION
222 BERKELEY STREET, 6TH FLOOR
BOSTON MA 02116-3764
TIN 041456030
TELEPHONE NO. (617) 351-3372

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

18a. PAYMENT WILL BE MADE BY CODE GPC
Payment will be made by
Government Purchase Card

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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)*
$0.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
[x] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED

[x] 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.

[x] 29. AWARD OF CONTRACT: REF. Your OFFER DATED June 15, 2004. 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
Patricia A. Tutunjian

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Barbara LaFalce

30b. NAME AND TITLE OF SIGNER *(Type or print)*
Patricia A. Tutunjian
Sr. VP, Intl. Div.

30c. DATE SIGNED 3/8/05

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Barbara LaFalce

31c. DATE SIGNED 3/14/05

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
	SEE INDIVIDUAL DELIVERY ODERS				
	BASE YEAR DATE OF AWARD THROUGH 12 MONTHS				
0001	Algebra II (Grades 9-12), Student Edition. ISBN#206010	3300.00	EA	57.39	189,387.00
0002	Algebra II (Grades 9-12), Critical Resources Components, Multimedia Materials/Technology Resources, Manipulatives. (www.eduplace.com)	1.00	EA	NSP	NSP
0003	Algebra II (Grades 9-12), Teacher Edition. ISBN #206011	55.00	EA	87.03	4,786.65
0004	Algebra II (Grades 9-12), Assessement Materials. ISBN #291232	55.00	EA	292.59	16,092.45
0005	Algebra II (Grades 9-12), Teacher Resource Package. ISBN #299746, #291229	55.00	EA	684.93	37,671.15
0006	Training: Europe, Pacific, and Continental USA. Provide a per/day cost for one (1) trainer	30.00	DA	750.00	22,500.00
0007	Travel & Travel Related Expenses (See individual Delivery Orders)	1.00	LT	0.00	0.00
0008	Technical Hotline Support	1.00	YR	NSP	NSP
0009	Software Maintenance & Upgrades (annual license with automatic upgrades).	1.00	YR	NSP	NSP
0010	Brochure (hard copy) and/or Video, or CD ROM (material overview of each of the above 9 courses).	1.00	EA	10,000.00	10,000.00
0011	Provide Lexile Reading Levels for Algebra II Student Textbooks	1.00	LT	1,000.00	1,000.00
0012	Professional Development Plan	1.00	LT	6,000.00	6,000.00
0013	Set of Instructional Material	24.00	EA	NSP	NSP
0014	Shipping & Handling Estimated at 10% of Totals, Materials Costs.	1.00	LT	0.00	0.00
	OPTION YEAR 1 DATE OF OPTION AWARD THROUGH 12 MONTHS				
1001	Algebra II (Grades 9-12), Student Edition. ISBN #206010	330.00	EA	57.39	OPT 18,938.70

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
1002	Algebra II (Grades 9-12), Critical Resources Components, Multimedia Materials/Technology Resources, Manipulatives. (www.eduplace.com)	1.00	EA	NSP	OPT NSP
1003	Algebra II (Grades 9-12), Teacher Edition. ISBN #206011	5.00	EA	87.03	OPT 435.15
1004	Algebra II (Grades 9-12), Assessement Materials. ISBN #291232	5.00	EA	292.59	OPT 1,462.95
1005	Algebra II (Grades 9-12), Teacher Resource Package. ISBN #299746, #291229	5.00	EA	445.29	OPT 2,226.45
1006	Training: Europe, Pacific, and Continental USA. Provide a per/day cost for one (1) trainer	3.00	DA	750.00	OPT 2,250.00
1007	Travel & Travel Related Expenses Travel: Europe, Pacific, and the Continental USA, in accordance with the Joint Travel Regulation. Travel costs of Government contractors and contractor employees are governed by the rules in the Federal Acquisition Regulation (FAR) 31.205-46, available at http://www.arnet.gov/far/pdfframe.html. (the contractor will be asked to provide estimated travel costs, prior to award of delivery orders).	1.00	LT	0.00	OPT 0.00
1008	Technical Hotline Support	1.00	YR	NSP	OPT NSP
1009	Software Maintenance & Upgrades (annual license with automatic upgrades).	1.00	YR	NSP	OPT NSP
1010	Brochure (hard copy) and/or Video, or CD ROM (material overview of each of the above 9 courses).	1.00	EA	NSP	OPT NSP
1011	Shipping & Handling Estimated at 10% of Total, Materials Costs.	1.00	LT	0.00	OPT 0.00
	OPTION YEAR 2 DATE OF OPTION AWARD THROUGH 12 MONTHS				
2001	Algebra II (Grades 9-12), Student Edition. ISBM #206010	330.00	EA	57.39	OPT 18,938.70
2002	Algebra II (Grades 9-12), Critical Resources Components,	1.00	EA	NSP	OPT NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
	Multimedia Materials/Technology Resources, Manipulatives. (www.eduplace.com)				
2003	Algebra II (Grades 9-12), Teacher Edition. ISBN #206011	5.00	EA	87.03	OPT 435.15
2004	Algebra II (Grades 9-12), Assessement Materials. ISBN #291232	5.00	EA	292.59	OPT 1,462.95
2005	Algebra II (Grades 9-12), Teacher Resource Package. ISBN #299746, #291229	5.00	EA	445.29	OPT 2,226.45
2006	Training: Europe, Pacific, and Continental USA. Provide a per/day cost for one (1) trainer	3.00	DA	750.00	OPT 2,250.00
2007	Travel & Travel Related Expenses (See Individual Delivery Orders)	1.00	LT	0.00	OPT 0.00
2008	Technical Hotline Support	1.00	YR	NSP	OPT NSP
2009	Software Maintenance & Upgrades (annual license with automatic upgrades).	1.00	YR	NSP	OPT NSP
2010	Brochure (hard copy) and/or Video, or CD ROM (material overview of each of the above 9 courses).	1.00	EA	NSP	OPT NSP
2011	Shipping & Handling (Estimated at 10% of Total, Materials Costs).	1.00	LT	0.00	OPT 0.00
	OPTION YEAR 3 DATE OF OPTION AWARD THROUGH 12 MONTHS				
3001	Algebra II (Grades 9-12), Student Edition. ISBN #206010	330.00	EA	57.39	OPT 18,938.70
3002	Algebra II (Grades 9-12), Critical Resources Components, Multimedia Materials/Technology Resources, Manipulatives (www.eduplace.com)	1.00	EA	NSP	OPT NSP
3003	Algebra II (Grades 9-12), Teacher Edition. ISBN #206011	5.00	EA	87.03	OPT 435.15

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
3004	Algebra II (Grades 9-12), Assessement Materials. ISBN #291232	5.00	EA	292.59	OPT 1,462.95
3005	Algebra II (Grades 9-12), Teacher Resource Package. ISBN #299746. #291229	5.00	EA	445.29	OPT 2,226.45
3006	Training: Europe, Pacific, and Continental USA. Provide a per/day cost for one (1) trainer	3.00	DA	750.00	OPT 2,250.00
3007	Travel & Travel Related Expenses Travel: Europe, Pacific, and the Continental USA, in accordance with the Joint Travel Regulation. Travel costs of Government contractors and contractor employees are governed by the rules in the Federal Acquisition Regulation (FAR) 31.205-46, available at http://www.arnet.gov/far/pdfframe.html. (the contractor will be asked to provide estimated travel costs, prior to award of delivery orders).	1.00	LT	0.00	OPT 0.00
3008	Technical Hotline Support	1.00	YR	NSP	OPT NSP
3009	Software Maintenance & Upgrades (annual license with automatic upgrades).	1.00	YR	NSP	OPT NSP
3010	Brochure (hard copy) and/or Video, or CD ROM (material overview of each of the above 9 courses).	1.00	EA	NSP	OPT NSP
3011	Shipping & Handling (Estimated at 10% of Total, Materials Costs).	1.00	LT	0.00	OPT 0.00
	OPTION YEAR 4 DATE OF OPTION AWARD THROUGH 12 MONTHS				
4001	Algebra II (Grades 9-12), Student Edition. ISBN #206010	330.00	EA	57.39	OPT 18,938.70
4002	Algebra II (Grades 9-12), Critical Resources Components, Multimedia Materials/Technology Resources, Manipulatives. (www.eduplace.com)	1.00	EA	0.00	OPT 0.00
4003	Algebra II (Grades 9-12), Teacher Edition. ISBN #206011	5.00	EA	87.03	OPT 435.15
4004	Algebra II (Grades 9-12), Assessement Materials. ISBN #291232	5.00	EA	292.59	OPT 1,462.95

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
4005	Algebra II (Grades 9-12), Teacher Resource Package. ISBN #299746 #291229	5.00	EA	445.29	OPT 2,226.45
4006	Training: Europe, Pacific, and Continental USA. Provide a per/day cost for one (1) trainer	3.00	DA	750.00	OPT 2,250.00
4007	Travel & Travel Related Expenses (See Individual Delivery Orders)	1.00	LT	0.00	OPT 0.00
4008	Technical Hotline Support	1.00	YR	NSP	OPT NSP
4009	Software Maintenance & Upgrades (annual license with automatic upgrades).	1.00	YR	NSP	OPT NSP
4010	Brochure (hard copy) and/or Video, or CD ROM (material overview of each of the above 9 courses).	1.00	EA	NSP	OPT NSP
4011	Shipping & Handling (Estimated at 10% of Total, Materials Costs).	1.00	LT	0.00	OPT 0.00

SECTION I
CONTINUATION TO SF 1449

INFORMATION POINTS OF CONTACT:

The Contracting Officer:

Name: Barbara LaFalce
Address: 4040 N. Fairfax Drive
4th Floor, Arlington, VA 22203-1613
Telephone Number: (703) 588-3618
Email: barbara.lafalce@hq.dodea.edu

The Contract Specialist:

Name: James Church
Address: 4040 N. Fairfax Drive
4th Floor, Arlington, VA 22203-1613
Telephone Number: (703) 588-3616
Fax Number: (703) 588-3686
Email: james.church@hq.dodea.edu

The Contracting Officer's Representative:

Name: Linda Hackett
Address: 4040 N. Fairfax Drive
9th Floor, Arlington, VA 22203-1613
Telephone Number: (703) 588-3159
Fax Number (703) 588-3702
Email: linda.hackett@hq.dodea.edu

DELIVERY, ADMINISTRATION, PAYMENT OFFICES AND ACCOUNTING & APPROPRIATION DATA

The Administration Office, Payment Office, Accounting & Appropriation Data, and the applicable ship to points will be specified on each delivery order issued against the contract awarded as a result of this solicitation.

Initial procurement for delivery of materials is accomplished through the DoDEA-HQ, Procurement Division, Arlington, VA. In subsequent years, area, districts, and schools may submit their requirements for replacement and replenishment materials directly to the contractor for purchase using the Government Purchase Card, when allowed by the contractor.

Instructions for delivery will be provided on individual delivery orders. Delivery shall be 30 days after receipt of delivery order for parcel post shipments or 45 days after receipt of delivery order for freight shipments.

All shipments must be clearly labeled with the contract number, delivery order number and marked **Attn: Supply Technician, Mark For: Algebra II Teacher**. All correspondence must have the contract number and delivery order number. All packing slips must be marked with the contract

number, delivery order number, related contract line item number, ISBN, and description / title of materials.

INVOICES SHALL BE SUBMITTED

- Upon complete shipment of each issued delivery order only. Partial invoices are not acceptable.
- Proof of shipment is required for each invoice.
- Mark for and submitted to:

Government Payment Card
Attn: HE1254-05-D-0007
4th Floor
4040 N. Fairfax Drive
Arlington, VA 22203-1635

INSPECTION AND ACCEPTANCE

Inspection and Acceptance will take place at destination.

FREIGHT ON BOARD (FOB) ORGIN

FOB origin is applicable to any contract (s) awarded as a result of this solicitation.

CONTRACT TYPE, SCHEDULE OF SUPPLIES

Award will result in a Requirements Type Contract with fixed prices. Instructions for delivery will be provided on individual delivery orders.

DURATION OF CONTRACT

The term of this contract shall be for the FY 2005 base year (Contract Award Date through 12 months) - subject to the Government's option to extend the term of the contract in accordance with the provisions at FAR 52.217-9, Option to Extend the Term of the Contract, as indicated in Section IV, Contract Clauses. Options for additional teacher training and instructional materials in FY 2006 through FY 2010.

PERFORMANCE WORK STATEMENT (PWS)
DEPARTMENT OF DEFENSE EDUCATION ACTIVITY (DoDEA)
EDUCATION DIRECTORATE
MIDDLE/SECONDARY MATHEMATICS PROGRAM ADOPTION
GRADES 6-12

I. BACKGROUND AND PURPOSE:

The Department of Defense Education Activity (DoDEA) serves the educational needs of the dependents of the military and civilian employees stationed abroad and in the continental United States through its Department of Defense Dependents Schools (DoDDS) and the Domestic Dependents Elementary and Secondary Schools (DDESS). DoDEA schools enroll approximately 48,000 total students annually in Middle School Mathematics (grade 6); Middle School Mathematics (grade 7); Middle School Mathematics (grade 8); Algebra I (grades 9-12); Geometry (grades 9-12); Algebra II (grades 9-12); Math Analysis/Precalculus (grades 9-12); Advanced Placement (AP) Calculus (grades 9-12); Advanced Placement (AP) Statistics (grades 9-12). These school systems offer a typical American education and use materials and equipment comparable to other stateside schools.

II. CONTRACT SCOPE AND OBJECTIVES:

DoDEA requires textbooks for the teaching of mathematics in Middle School Mathematics (grade 6); Middle School Mathematics (grade 7); Middle School Mathematics (grade 8); Geometry (grades 9-12); Algebra II (grades 9-12); Math Analysis/Precalculus (grades 9-12); Advanced Placement (AP) Calculus (grades 9-12); Advanced Placement (AP) Statistics (grades 9-12) instructional materials which supports the National Council of Teachers of Mathematics' (NCTM) *Principles and Standards for School Mathematics* (*PSSM*) and for the Advanced Placement courses the College Board AP Course Description. DoDEA also requires support through professional development that shall effectively help teachers implement the newly adopted curriculum materials.

> The contractor shall provide published copyrighted instructional materials, software and services for all 6-12 mathematics courses adopted by DoDEA. This adoption shall consist of core instructional materials (student textbooks, student manuals, teacher editions, teacher resource packages, assessment materials, multimedia and technology resources, and digital courseware such as on-line, CD-ROM or downloadable material, and software). The contractor shall also provide related professional development as requested prior to the full implementation of the adopted materials in the classroom.

It is anticipated that materials will be purchased before or on June 2005 for purposes of pre-implementation training and introduction into DoDEA schools in school year 2005-2006 (i.e., August 2005 through June 2006). Full classroom implementation of procured items will occur during school year 2006-2007. The term of this contract shall be for a base period of 12 months from the date of contract award (approximately 2005 through 2006) with options for additional teacher training and instructional materials during school years 2006 - 2010.

III. INSTRUCTIONAL MATERIALS AND REQUIREMENTS:

Minimum instructional materials to be supplied by the contractor for each course shall consist of the following:

1. Student textbooks and/or curriculum manuals and/or trade books.
2. Teacher textbooks and/or curriculum manuals and/or trade books.
3. Hard copy brochures and/or video/CD ROMs providing an overview of materials demonstrating differentiated classroom lessons and best practices appropriate for each grade level.
4. Teacher's resource packages/materials comprised of print, non-print, and electronic materials that provide a comprehensive understanding of principles and philosophy presented. This includes materials such as, but not limited to, transparencies, posters, pictures on CD-ROM, content maps, etc.
5. Assessment materials (traditional, alternative, informal, embedded, diagnostic, and performance tasks).
6. Multi-media materials integral to the course (i.e. Technology Resources for graphing calculators, software, etc., DVDs, CD-ROMS, VHS tapes, on-line digital).

The estimated quantity requirements for student texts, teacher materials, and resource packages during the base period of the contract are as follows and do not guarantee or confirm the actual order quantity.

COURSE TITLE	AMOUNT OF STUDENTS	AMOUNT OF TEACHERS
Middle School Mathematics (grade 6)	11,500	500
Middle School Mathematics (grade 7)	8,500	340
Middle School Mathematics (grade 8)	8,140	326
Geometry (grades 9-12)	5,200	178
Algebra II (grades 9-12)	3,300	55
Math Analysis (grades 9-12)	1,750	25
AP Calculus (grades 9-12)	1,000	20
AP Statistics (grades 9-12)	300	10

IV. TECHNICAL REQUIREMENTS:

Software and Digital Content Requirements

DoDEA requires use of on-line digital mode(s) and software in a stand-alone, network or on-line mode. Minimum system requirements for software and digital content are:

- Pentium II 350 MHz
- 128 MB RAM
- 4 GB hard disk drive
- 4 MB video RAM

- 3.5 inch 1.44 MB floppy
- Keyboard and Mouse
- CD-ROM drive
- 10 Mbps LAN card
- Sound card (Sound Blaster compatible)
- Speakers
- 15 inch color SVGA monitor with 800 X 600 monitor resolution
- Windows 98, NT 4.0 or 2000 operating system
- 64Kbps Internet Connection

Software Maintenance and Upgrades

Licenses for on-line digital mode(s) and software shall include compatibility with DoDEA school computers operating systems and maintenance support that shall be renewable for the four years subsequent to the base period of performance. Maintenance is defined as automatic distribution of software upgrades and revisions that can be accomplished using Internet, email, or CD-ROM/DVD media.

Technical Hotline Support

The contractor shall provide technical "hotline" support to include all of the following: telephone, the Internet, and email or listserv. This support shall be available to a minimum of 15 users at any given time from DoDEA Headquarters staff, District support staff in Europe, the Pacific, and DoDEA stateside schools. English speaking technical support shall be provided by on-line and call-in mode on a 24 hour (1 day), seven days a week basis, with a 24-hour response time (1 day).

Replacement and Replenishment

Estimated annual requirements for replacement and replenishment beyond the initial program year are approximately 10% of the base period quantities described above. However, in the case of consumable student or teacher materials, the replacement of components is anticipated at 100% replacement each year. These estimates for the base and option periods are for planning purposes only, and do not represent a commitment on the part of the Government that such quantities shall be ordered.

The contractor shall make all materials available throughout the duration of the curriculum adoption period and assure that the copyright dates of these materials remain unchanged for the entire contract period. The contractor shall make available to the DoDEA during the course of this contract separately priced component elements of the various materials and packages described above. The contractor shall supply all adoption materials at the prices established under this contract throughout the duration of the contract.

All materials shall adhere to the following standards:

(1) Textbooks or equivalent materials for the course shall be consistent with the National Council of Teachers of Mathematics' *Principles and Standards for School Mathematics* standards.

(2) All materials within the curriculum shall include collaborative, cooperative, and inquiry learning strategies and developmentally appropriate activities. All teacher materials shall include recommended activities for a variety of instructional, ability, and multiage levels.
(3) The contractor shall provide materials with the copyright dates remaining unchanged for the entire contract period.
(4) All materials shall be free of racial, color, national origin, age, disabling conditions, sexual, religious, and ethnic bias, and shall present a balanced coverage of multi-cultural contributions, where appropriate.
(5) All materials shall have the Lexile level explicitly identified for each grade level grade six through grade eight and courses.

V. WORK TO BE PERFORMED:

Instructional Materials: The contractor shall provide for the delivery of twenty-four complete sets (1 set per district office and 1 set to the Contracting Officer's Representative (COR) at DoDEA HQ) of course materials. Delivery shall be made to each district/area mathematics liaison and instructional systems specialist, and the DoDEA Headquarters Mathematics Coordinator, no later than 60 days after the date of contract award. Two copies of any software purchased will be delivered to the area IT chiefs immediately after an award. The Contracting Officer's Representative (COR) shall provide the contractor with the names and addresses of all the liaisons and instructional systems specialists.

Correlations: No later than 30 days after the receipt of the new DoDEA grades 6 - 12 Mathematics Standards, the contractor shall deliver correlation documents which identifies the relationship of its materials to the new DoDEA grades 6 - 12 Mathematics Standards on the DoDEA website at http://www.odedodea.edu/instruction/curriculum/math/stands.htm. The contractor shall provide these correlation documents to the DoDEA Headquarters Mathematics Coordinator, mathematics liaisons, and instructional systems specialists at each of the districts and areas listed on the DoDEA website: http://www.odedodea.edu/data/allsites.cfm.

Curriculum Guide: No later than 150 days after the date of contract award, the contractor shall deliver a standards based curriculum guide for each grade level or course which identifies the relationship of its materials to the big ideas or essential focus identified in grades 6 – 12, appropriate performance assessments, technology related activities and correlations, and explicit mathematical connections to other mathematical concepts as well as other resources which would enhance and aid teachers. The contractor shall provide these correlation documents to the DoDEA Headquarters Mathematics Coordinator, mathematics liaisons, and instructional systems specialists at each of the districts and areas listed on the DoDEA website: http://www.odedodea.edu/data/allsites.cfm for review. After review, each grade level teacher shall receive an appropriate grade level curriculum guide.

Post-Award Conference: No later than 30 days after the date of contract award, the contractor shall participate in a Post-Award Conference with DoDEA officials to coordinate details associated with:

- Professional development planning and training;
- Delivery of core instructional materials for each course in the quantities ordered for each school; and
- Preparation and submission of correlation documents.

Reading Lexile Levels

No later than 30 days after the date of contract award, the contractor shall provide Fountas/Pinnell, Lexile, DRA, or equivalent leveling.

Professional Development Plan: Professional Development Plan: The contractor, in collaboration with the COR at DoDEA HQ, shall identify a team of facilitators with in-depth knowledge of National Council of Mathematics Teachers (NCTM) *Principle and Standards for School Mathematics* (PSSM) and new DoDEA's Mathematics Standards http://www.odedodea.edu/instruction/curriculum/math/stands.htm; advanced academic and teaching credentials; knowledge of curriculum, instruction, assessment, and mathematics content relative to grades 6-12; and extensive experience in delivering a variety of instructional strategies and technology into the learning environment. The facilitators shall conduct pre-implementation training, implementation training, and follow-up training of district/area mathematics liaisons, instructional system specialists and middle/secondary teachers of mathematics. The purpose of this training is to provide district/area mathematics liaisons, instructional systems specialists, and teachers the knowledge and skills in using the adopted curriculum materials to directly support DoDEA's Mathematics Standards and Best Practices as outlined in the DoDEA's Quality Indicator Map (QIM) http://www.odedodea.edu/instruction/curriculum/QI%20Map%20final.doc.

Scope and content of the Trainer-of-Trainer training and teacher Professional Development Plan shall include the following components:

- Correlate new DoDEA Mathematics Standards http://www.odedodea.edu/instruction/curriculum/math/stands.htm into unit modules answering the following questions competently:
  - What do I want students to know and be able to do?
  - How will I measure if the students have met the new DoDEA Mathematics Standards?
  - What instructional techniques, activities, and materials will help all students to meet the new DoDEA Mathematics Standards?
  - How will I examine student work to provide feedback and document student progress toward "Achievement of the Standard"?

- Apply DoDEA's Quality Indicator Map best practices for curriculum, instruction, and environment to develop a unit of instruction that demonstrates the following:
  - **C-1.** Standards provide the foundation for the design, content, and delivery of instruction.
  - **C-2.** The teacher possesses content knowledge, an understanding of its relation to standards, and a facility in adapting content to allow all students access to standards.
  - **C-4.** Approved and appropriate materials correlated to standards are used for instruction.
  - **I-2.** Students are meaningfully engaged throughout the learning process.
  - **I-4.** Varied questioning strategies are used to support student learning.
  - **I-6.** Varied teaching strategies are used to support inquiry, higher order thinking, and problem solving.
  - **I-7.** Technology is meaningfully integrated throughout instruction to support student achievement of the standards.

- **E-1.** The teacher promotes a safe and flexible physical environment, meeting the needs of diverse learners.

- Design essential performance task, aligned to the new DoDEA Mathematics Standards, that engages students; simulates a real world context; inspires curiosity; and provokes critical and creative thinking.
  - Task-analyzes should delineate precisely what a student should know and be able to do as prerequisites for achieving the concepts and skills of a performance task.
  - In planning teaching activities that will enable students to achieve the performance tasks areas of the adopted text and other appropriate resources will be utilized.
  - Incorporate multiple assessment strategies, in addition to performance tasks.

For each curriculum adoption, the contractor shall prepare an in-depth Professional Development Plan. The Plan shall explain how its team of identified facilitators shall train district/area mathematics liaisons, instructional systems specialists, and teachers in its curriculum materials during pre-implementation training, implementation training, and follow-up training; and shall provide a schedule for the conduct of these professional development and support activities.

Training of district/area liaisons and instructional system specialists shall include modules in the form of lesson plans, transparencies, support materials, and videos for their use during training. Throughout the life of this contract, the contractor shall provide facilitators for consultations (e.g., VTC, video, telephone, etc.), with district/area liaisons and instructional systems specialist personnel as requested, at no additional cost to DoDEA.

In addition to in-depth professional development for district/area mathematics liaisons and instructional systems specialists, the contractor shall also be responsible for providing similar professional development training and support for the number of teachers identified in Section III regarding the use of its instructional materials.
The Professional Development Plan encompassing these various elements shall be finalized and delivered to the COR not later than 60 days after the date of contract award.

Pre-Implementation Professional Development and Support: Pre-Implementation development and support shall consist of learning prior to the actual use of instructional materials in the classroom. During Pre-Implementation training, the contractor's facilitators shall provide separate sessions of professional development training and support to mathematics liaisons/instructional systems specialists and to teachers. This training shall address the organization and content of adopted curriculum materials and how they should be used in the classroom. To facilitate this effort, the contractor shall prepare a hard copy brochure and video/CD ROM for each grade level or course to provide an overview of its adopted materials. Each grade level video or CD, of approximately one hour each, demonstrating a model lesson using the materials, including best practices such as flexible grouping, manipulatives, and/or technology, should be developed to support the implementation plan. During the course of preparing the brochure and video/CD ROM, the contractor shall confer with DoDEA officials; present to them a preview of it; and incorporate any recommended changes DoDEA may have prior to its presentation during the course of Pre-Implementation training. The contractor shall complete Pre-Implementation Development and Support training to district/area mathematics liaisons and instructional systems specialists no later than 90 days after the date of contract award. The contractor shall complete Pre-Implementation Development and Support training for all DoDEA mathematics teachers in grades 6-12 no later than 1 August 2005.

Implementation Development and Support: Implementation development shall involve travel to conduct site visits by the contractor's facilitators to all areas to include Europe, Pacific, and the continental United States. The contractor's facilitators shall make an initial site visit to each area no later than 8 months after the date of award of Option Year 1. During each site visit, facilitators shall confer with school personnel, both individually and collectively, and district personnel, as appropriate; make classroom visitations; present demonstration lessons; and participate at a parent forum to discuss the new adoption. All agendas shall be developed and visit schedules formulated on a school-by-school basis in coordination with district/area mathematics liaisons and instructional systems specialists.

On-site Consultation/Maintenance Training: After the Base Year, and throughout the remainder of the life of the contract, the contractor's facilitators shall be available for on-site consultations with district/area mathematics liaisons and instructional systems specialists as needed. All agendas shall be developed and visit schedules formulated on a school-by-school basis in coordination with district/area mathematics liaisons and instructional systems specialists. The exact dates for on-site consultations/maintenance training shall be determined after the exercise of each Option Year under this contract.

VI. PERFORMANCE AND DELIVERY SCHEDULE:

The contractor(s) shall furnish all services to be performed and all items to be delivered in accordance with the following delivery schedule:

BASE YEAR: Date of Award through 12 months

Post Award Conference Provide Lexile reading levels for curriculum materials for each grade levels grade six through grade eight and each course grade nine through grade twelve.	No Later Than (NLT) 30 days after the date of contract award
Correlation documents identifying the relationship of its materials to the new DoDEA's Mathematics standards (http://www.odedodea.edu/instruction/curriculum/math/stands.htm).	No Later Than (NLT) 30 days after receipt of the new DoDEA's Mathematics standards
Post Award Conference	No Later Than (NLT) 30 days after the date of contract award
Delivery of Professional Development Plan(s) Instructional materials for each District/Area Mathematics Liaison, Instructional Systems Specialists, and COR (24 sets total)	NLT 60 days after the date of contract award NLT 60 days after the date of contract award
Pre-Implementation Development and Support Training -- District/Area Mathematics Liaisons and Instructional Systems Specialists Delivery of instructional materials in the quantities ordered	NLT 90 days after the date of contract award 30-45 days after receipt of delivery orders
Provide a standards-based curriculum guide for each grade level or course which identifies the relationship of the publisher's materials to the big ideas or essential focus identified in grades 6-8 and courses, appropriate assessment options (i.e. performance task, embedded assessments, etc.), technology related activities, other resources (i.e. websites, extra practice, etc.), trades books connected to the teaching and enrichment of the big idea, and explicit mathematical	No later than 150 days after the date of contract award

connections to the big ideas or essential focus.	
Pre-Implementation Development and Support Training	NLT 1 August 2005

OPTION YEAR 1: Date of Option award through 12 months

Replacement & Replenishment of Instructional Materials/Support	To be specified in delivery orders issued against this contract, after exercise of option year 1
Implementation Development and Support Training	NLT 8 months after exercise of option year 1
On-site Consultation/Maintenance Training	To be after exercise of option year 1

OPTION YEAR 2: Date of Option award through 12 months

Replacement & Replenishment of Instructional Materials/Support	To be specified in delivery orders issued against this contract, after exercise of option year 2
On-site Consultation/Maintenance Training	To be determined after exercise of option year 2

OPTION YEAR 3: Date of Option award through 12 months

Replacement & Replenishment of Instructional Materials/Support	To be specified in delivery orders issued against this contract, after exercise of option year 3
On-site Consultation/Maintenance Training	To be determined after exercise of option year 3

OPTION YEAR 4: Date of Option award through 12 months

Replacement & Replenishment of Instructional Materials/Support	To be specified in delivery orders issued against this contract, after exercise of option year 4
On-site Consultation/Maintenance Training	To be determined after exercise of option year 4

SECTION III
ADDENDUM TO FAR 52.212-4

1. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003) - ADDENDUM

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). An exception to will occur if the Contracting Officer makes one or more changes in accordance with FAR 52.219-16, Liquidated damages--Subcontracting Plan (Jan 1999) which is hereby incorporated into this paragraph by reference. In such cases (for example, a change in the paying office, appropriations data or Contracting Officer's Representative) may be made by written order signed by the Contracting Officer."

b. The following is incorporated at paragraph (e), "Definitions".

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) It 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 terms or conditions of the contract

(End of clause)

c. The following is hereby added to paragraph (s), Order of Precedence, subparagraph (s)(2) after the period: "FAR 52.232-36, Payment By Third Party, paragraph (e) Assignment Claims overrides the Assignment paragraph of this clause."

d. The following clauses and clause references are incorporated at the end to FAR 52.212-4, after paragraph (s), "Order of Precedence" as paragraph (t): "Other Clauses":

SECTION III
CONTRACT 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
(End of clause)

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
FAR 52.204-4 – PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
FAR 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
FAR52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 2004)
FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)--ALTERNATE IV (OCT 1997)
FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
FAR 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
FAR 52.242-13 BANKRUPTCY (JUL 1995)
FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
FAR 52.247-29 F.O.B. ORIGIN (JUN 1988)
FAR 52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (APR 1984)
FAR 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)
FAR 52.247-61 F.O.B. ORIGIN--MINIMUM SIZE OF SHIPMENTS (APR 1984)
FAR 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)
DFARS 252.204-7004 ALTERNATE A. (NOV 2003)
DFARS 252.211-7004 ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)
DFARS 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (Apr 2003)
DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (Apr 2003)
DFARS 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)
DFARS 252.232-7003 ELECTRONIC SUBMISSION REQUESTS (JAN 2004)
DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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)

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to: 10% - 15%

This increase or decrease shall apply to the Options Years

(End of clause)

FAR 52.212-5 -- CONTRACT TERMS AND CONIDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER-COMMERICAL ITEM (MAR 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(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.]

___ (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 HUB Zone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUB Zone 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.

___ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d) (2) and (3)).

___ (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.

___ (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) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__X (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

__X_ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__X_ (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

__X_ (17) 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_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (19) 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).

___ (20) (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)).

__X_ (21) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

__X_ (22) (i) 52.225-3, Buy American Act –Free Trade Agreement – Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77,108-78).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__X_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of

Foreign Assets Control of the Department of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (27) 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)).

___ (28) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

_X_ (30) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__X_ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (33) (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 1984) of 52.247-64.

(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.*).

(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 (vi) 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 (Oct 2000) (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) 52.222-41, 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.*)

(vi) 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)

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERICIAL ITEMS (JAN 2004)

(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.

_____	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
_____	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
__X___	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 (FEB 2003) (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 (APR 2003) (___ 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 2004) (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).
_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (___ Alternate I) (JAN 2004) (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 (OCT 2003) (Section 8021 of Pub. L. 107-248).
_____	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).
___X__	252.232-7003	Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).
___X__	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
___X__	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)

FAR 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).
(b) Responsibility for supplies. (1) Title to the supplies passes to the Government upon delivery to--

(i) A post office or common carrier for shipment to the specific destination; or
(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.
(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall--
(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to

purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government. (c) Preparation of invoice. (1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall--

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "FAST PAY."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c) (1) of this clause:

(i) A statement in prominent letters "NO RECEIVING REPORT PREPARED."

(ii) Shipment number.

(iii) Mode of shipment.

(iv) At line item level--

(A) National stock number and/or manufacturer's part number;

(B) Unit of measure;

(C) Ship-To Point;

(D) Mark-For Point, if in the contract; and

(E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c) (1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers "FAST PAY."

(End of clause)

FAR 52.215-20 -- REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ALT IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide price proposal information described in Section IV, Submission Instructions (a).

9. 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 60 months.
(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)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess of $30,000
(2) Any order for a combination of items in excess of $100,000 or
(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 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 52.216-21 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 31 Dec 2010.

(End of clause)

FAR 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree. (End of clause)

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 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the Please contact the Transportation Office at 1-800-456-5507, EMAIL ADDRESS IS Delivery@ddc.dla.mil and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the Please contact the Transportation Office at 1-800-456-5507, EMAIL ADDRESS IS Delivery@ddc.dla.mil and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. Contract Number will be identified at the time of award. This may be confirmed by contacting DoD Education Activity, Procurement Division, 4040 N. Fairfax Drive, 4th Floor, and Arlington, VA 22203-1635. "

(End of clause)

FAR 52.252-4 ALTERATIONS IN CONTRACT (Apr 1984)

Portions of this contract are altered as follows:

a. Wide Area Workflow Requirements
b. Period of Performance
c. Method of Payment

(End of Clause)