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

1. REQUISITION NUMBER: HE1254-2005003-0160
PAGE 1 OF 31

2. CONTRACT NO.: HE1254-05-P-0409
3. AWARD/EFFECTIVE DATE: August 25, 2005
4. ORDER NUMBER:
5. SOLICITATION NUMBER: HE1254-05-Q-0112
6. SOLICITATION ISSUE DATE: JUN 28, 2005

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Ryan Kirkwood
ryan.kirkwood@hq.dodea.edu
b. TELEPHONE NUMBER (No collect calls): (703) 588-3621
8. OFFER DUE DATE/ LOCAL TIME: JUL 27, 2005 4:00 PM ET

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: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] 8(A)
NAICS:
SIZE STANDARD:

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

12. DISCOUNT TERMS: Net 30

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

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

15. DELIVER TO CODE
Section V

16. ADMINISTERED BY CODE HE1254 (RK)
Ryan Kirkwood
703-588-3621
Ryan.Kirkwood@hq.dodea.edu
Arlington VA 22302

17a. CONTRACTOR/ OFFEROR CODE 00000373 FACILITY CODE
Leapfrog Enterprises, Inc
6401 Hollis St, STE 150
Emeryville CA 94608-1071
TIN: 954652013
DUNS: 879288470
CAGE: 3KNA0
TELEPHONE NO. 800-883-7340 x795

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

18a. PAYMENT WILL BE MADE BY CODE HQ0347
DFAS - Vendor Pay
Attn: DFAS-BVD/IN
8899 East 56th Street
Indianapolis IN 46249-1500

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) $329,571.75

[ ] 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
[✓] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [✓] 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 OFFER DATED AUG 09, 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

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

30b. NAME AND TITLE OF SIGNER (Type or print): MIKE LORION VP, Sales
30c. DATE SIGNED: 8/26/05
31b. NAME OF CONTRACTING OFFICER (Type or print): Barbara LaFalce
31c. DATE SIGNED: 8/31/05

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
	All supplies & services are to be provided in accordance with the statement of work. All Contractor travel is to be done in accordance with the Federal Travel Regulation.				
0001	6 Quantum Pad Units with headphones, AC adapter and batteries. ISBN: 1-59319-139-1 Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	380.00	38,000.00
0002	LeapDesk Workstation Headphones, AC Adapter, Batteries, Phonics cards, alphabat cards, sight word cards, number cards, assessment cards, student ID cards and administration cards. ISBN: 1-59319-065-4 Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	595.00	59,500.00
0003	Phonemic Awareness Series-Introductory Set without LeapPad units. 1 copy of each title (6 books total and Teacher's manual). ISBN: 1-59319-081-6 Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	122.00	12,200.00
0004	Interactive Decodable Classroom Libraries - Grade 1+ without LeapPad units - 27 Phonics skill cards (Levels 1-6) 26 Interactive decodable books (Levels 1-6). ISBN: 1-59319-085-9 Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	520.00	52,000.00
0005	All around Me Storybook Series - Complete Set without LeapPads. 18 Interactive Books (9 Level 1 books, 9 Level 2 books) and Teacher's Manual. ISBN: 1-59319-077-8 Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	304.00	30,400.00
0006	Leveled Reading Titles (19 Books) Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	322.05	32,205.00
0007	Read-It-All Book Titles (12 Books) Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	225.60	22,560.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT $
0008	Read-It-All Book Titles: Teacher's Manuals - Readability 2nd and 3rd Grades (4 different Story Subjects, therefore 4 different manuals. Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	100.00	EA	87.80	8,780.00
0009	Shipping & Handling (15% of Total) Accounting and Appropriation Data: 9750100.6010 P7210 1135 2200 DEAC50030A3486 S49451 99DA	1.00	EA	38,346.75	38,346.75
0010	4 Training Sessions in US 8 Training Sessions overseas 9 Days of preparation Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	21.00	DA	1,000.00	21,000.00
0011	Estimated travel cost for trainers (reimbursable CLIN) 10 days X 3 trainers Accounting and Appropriation Data: 9750100.6010 P7210 1135 2607 DEAC50030A3484 S49451 99DA	30.00	DA	NTE 486.00	NTE 14,580.00

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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)

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)" add the below paragraph (u) and a paragraph (v): "Other Clauses":

(u) In accordance with DFAR 227.7202-3, the Government shall have only the rights specified in the license under which the commercial computer software or commercial computer software documentation was obtained. If the Government has a need for rights not conveyed under the license customarily provided to the public, the Government must negotiate with the contractor to determine if there are acceptable terms for transferring such rights. The specific rights granted to the Government shall be enumerated in the contract license agreement or an addendum thereto. If there are any inconsistencies between the terms and conditions of the software license agreement, this Addendum to this contract, and the contract terms and conditions, the contract terms and conditions govern.

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 (v): "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 52.204-4 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 (APR 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.

Activity District	Activity Name	Activity Address	
Puerto Rico/Cuba	Antilles Elementary School (HEPRA1-8450)	Antilles Elementary School ATTENTION: SPECIAL ED TEACHER Victory Dr., Bldg. 1029 Ft. Buchanan, PR 00934	Two (2) Sets
Puerto Rico/Cuba	Antilles Intermediate School (HEPRA2-8456)	Antilles Intermediate School ATTENTION: SPECIAL ED TEACHER Miles Loop, Bldg. 74 Ft. Buchanan, PR 00934	Three (3) Sets
Puerto Rico/Cuba	Ramey Elementary/High School (HEPRA5-8455)	Ramey Elementary/High School ATTENTION: SPECIAL ED TEACHER 201 Arch Road Aguadilla, PR 00603	One (1) Set
Robins/Maxwell	Ft. Rucker Elementary School (HEALR1-8103)	Ft. Rucker Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 21037 Red Cloud Rd. Ft. Rucker, AL 36362-0279	One (1) Set
Robins/Maxwell	Ft. Rucker Primary School (HEALR2-8102)	Ft. Rucker Primary School ATTENTION: SPECIAL ED TEACHER Bldg. 22210 Artillery Rd. Ft. Rucker, AL 36362-0279	One (1) Set
Robins/Maxwell	Robins Elementary School (HEGAR2-8215)	Robins Elementary School ATTENTION: SPECIAL ED TEACHER 895 11th Street Bldg. 990 Robins AFB, GA 31098	One (1) Set
Georgia/Alabama	Freddie Stowers Elementary School (HEGAB7-8107)	Freddie Stowers Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 9610 7791 Stowers Dr. Ft. Benning, GA 31905	ONE (1) SET

Activity District	Activity Name	Activity Address	
Georgia/Alabama	Morris R. McBride Elementary S.(HEGAB6-8105)	Morris R. McBride Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 11300 700 Custer Rd. Ft. Benning, GA 31905	ONE (1) SET
SC/Ft Stewart	Brittin Elementary School (HEGAS1-8112)	Brittin Elementary School ATTENTION: SPECIAL ED TEACHER 7392 Hero Rd. Bldg. 7393 Ft. Stewart, GA 31315	ONE (1) SET
SC/Ft Stewart	Diamond Elementary School (HEGAS2-8113)	Diamond Elementary School ATTENTION: SPECIAL ED TEACHER Davis Ave. Bldg. 5604. Ft.. Stewart, GA 31315	ONE (1) SET
SC/Ft Stewart	Middleton S. Elliott Elementary S. (HESCL3-8568)	Middleton S. Elliott Elementary School 1635 Albacore Street Beaufort, SC 29906	ONE (1) SET
SC/Ft Stewart	Hood Street Elementary School (HESCJ2-8158)	Hood Street Elementary School ATTENTION: SPECIAL ED. TEACHER 5615 Hood St. Columbia, SC 29206	TWO (2) SETS
SC/Ft Stewart	Charles F. Bolden Elementary S. (HESCL2-8562)	Charles F. Bolden Elementary School ATTENTION: SPECIAL ED TEACHER Laurel Bay Blvd. Beaufort, SC 29906	TWO (2) SETS
SC/Ft Stewart	Robert E. Galor Elementary School (HESCL1-8561)	Robert E. Galor Elementary School ATTENTION: SPECIAL ED TEACHER 1310 Cardinal Lane Beaufort, SC 29906	TWO (2) SETS

Activity District	Activity Name	Activity Address	
SC/Ft Stewart	Pierce Terrace Elementary School (HESCJ1-8157)	Pierce Terrace Elementary School ATTENTION: SPECIAL ED TEACHER 5715 Adams Ct. Columbia, SC 29206	TWO (2) SETS
North Carolina	Holbrook Elementary School (HENCB5-8143)	Holbrook Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 1-4979 Knox St. Ft. Bragg, NC 28307	TWO (2) SETS
North Carolina	Irwin Intermediate School (HENCB6-8148)	Irwin Intermediate School ATTENTION: SPECIAL ED TEACHER Bldg. 1-4979 Knox St. Ft. Bragg, NC 28307	THREE (3) SETS
North Carolina	McNair Elementary School (HENCB8-8144)	McNair Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 1-4979 Knox St. Ft. Bragg, NC 28307	ONE (1) SET
North Carolina	Murray Elementary School (HENCB7-8145)	Murray Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 1-4979 Knox St. Ft. Bragg, NC 28307	TWO (2) SETS
North Carolina	Pope Elementary School (HENCB9-8146)	Pope Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 1-4979 Knox St. Ft. Bragg, NC 28307	ONE (1) SET

Activity District	Activity Name	Activity Address	
Virgina/NY	Ashurst Elementary School (HEVAQ1-8563)	Ashurst Elementary School ATTENTION: SPECIAL ED TEACHER 4320 Dulaney St. Quantico, VA 22134	ONE (1) SET
Virgina/NY	Burrows Elementary School (HEVAQ2-8564)	Burrow Elementary School ATTENTION: SPECIAL ED TEACHER 3308 John Quick Rd. Quantico, VA 22134	ONE (1) SET
Virgina/NY	Russell Elementary School (HEVAQ3-8565)	Russell Elementary School ATTENTION: SPECIAL ED TEACHER 3301 Purvis Rd. Quantico, VA 22134	ONE (1) SET
Kentucky	Andre Lucas Elementary School (HEKYC8-8115)	Andre Lucas Elementary School ATTENTION: SPECIAL ED TEACHER 1110 Falcon Loop Ft. Campbell, KY 42223	ONE (1) SET
Kentucky	Barkley Elementary School (HEKYC1-8116)	Barkley Elementary School ATTENTION: SPECIAL ED TEACHER 1110 Falcon Loop Ft. Campbell, KY 42223	ONE (1) SET
Kentucky	Jackson Elementary School (HEKYC2-8117)	Jackson Elementary School ATTENTION: SPECIAL ED TEACHER 1110 Falcon Loop Ft. Campbell, KY 42223	ONE (1) SET
Kentucky	Kingsolver Elementary School (HEKYK3-8129)	Kingsolver Elementary School ATTENTION: SPECIAL ED TEACHER Crittenberger Central Office 4553 Fayette Ave. Ft. Knox, KY 40121-2571	ONE (1) SET
Kentucky	Lincoln Elementary School (HEKYC3-8118)	Lincoln Elementary School ATTENTION: SPECIAL ED TEACHER 1110 Falcon Loop Ft. Campbell, KY 42223	ONE (1) SET

Activity District	Activity Name	Activity Address	
Kentucky	Mudge Elementary School (HEKYK5-8127)	Mudge Elementary School ATTENTION: SPECIAL ED TEACHER Crittenberger Central Office 4553 Fayette Ave. Ft. Knox, KY 40121-2571	ONE (1) SET
Japan	Arnn Elementary School (HE6446)	Arnn Elementary School ATTENTION: SPECIAL ED TEACHER Beigun Jutaku 122-01 4811 Kamitsuruma Sagamihara-Shi, Kanagawa-Ken, Japan 228-0802	ONE (1) SET
Japan	Byrd Elementary School (HE6541)	Byrd Elementary School ATTENTION: SPECIAL ED TEACHER 68 Terakubo, Naka-Ku Yokohama, Japan 231-0855	ONE (1) SET
Japan	Ikego Elementary School (HE6550)	Ikego Elementary School ATTENTION: SPECIAL ED TEACHER Building 741 Ikego Housing Base 1 Chome Ikego, Zushi, Kanagawa Japan 249-0003	ONE (1) SET
Japan	Lanham Elementary School (HE6455)	Lanham Elementary School ATTENTION: SPECIAL ED TEACHER Ogami Aysase-Shi Box 38 Atsugi Beigun Kichi Kanagawa-Ken, Japan 252-1101	ONE (1) SET
Japan	Sullivans Elementary School (HE6549)	Sullivans Elementary School ATTENTION: SPECIAL ED TEACHER Yokosuka Naval Base, Box 96 1 Banchi Tomaricho, Yokosuka-Shi Kanagawa-Ken, Japan 238-0001	THREE (3) SETS

Activity District	Activity Name	Activity Address	
Japan	Yokota East Elementary School (HE6651)	Yokota East Elementary School ATTENTION: SPECIAL ED TEACHER Yokota Air Base Building 4319 Kumagawa, Fussa-Shi Tokyo, Japan 197-0003	ONE (1) SET
Korea	Humphreys Elementary School (HE6647)	Humphreys Elementary School ATTENTION: SPECIAL ED TEACHER Building 535 Anjung-Ri 4R Pyongtaek-Si, Korea 451-713	ONE (1) SET
Korea	Osan Elementary School (HE6653)	Osan Elementary School ATTENTION: SPECIAL ED TEACHER K55 Osan Air Base Sinjang-Dong, Pyongtaek-Si Kyonggi-Do 459-120 South Korea	ONE (1) SET
Korea	Pusan Elementary/High School (HE6404)	Pusan Elementary/High School ATTENTION: SPECIAL ED TEACHER Bumjun-Dong Punsanjin-Ku Hialeah Budae, Korea 614-060	ONE (1) SET
Korea	Seoul Elementary School (HE6447)	Seoul Elementary School ATTENTION: SPECIAL ED TEACHER Yongsan South Post Gate 10 Building 7097 Seoul, Korea	ONE (1) SET

Activity District	Activity Name	Activity Address	
Okinawa	Bechtel Elementary School (HE7647)	Bechtel Elementary School ATTENTION: SPECIAL ED TEACHER Bldg 5000 Camp McTureous Marine Corps Base Aza Kawasaki Gushikawa City Okinawa-Shi, Okinawa Japan 9040000	ONE (1) SET
Okinawa	Bob Hope Primary School (HE7646)	Bob Hope Primary School ATTENTION: SPECIAL ED TEACHER Building 9480 Kadena US Air Force Base Okinawa-Shi, Okinawa Japan 9040000	THREE (3) SETS
Okinawa	Kadena Elelmentary School (HE7642)	Kadena Elelmentary School ATTENTION: SPECIAL ED TEACHER Building 2415 Kadena US Air Force Base Okinawa-Shi, Okinawa Japan 9040000	TWO (2) SETS
Okinawa	Killin Elementary School (HE7644)	Killin Elementary School ATTENTION: SPECIAL ED TEACHER Marine Corps Base Camp Foster Building 371 KitaNakagusuku-Son Ishihira, Okinawa Japan 9010000	ONE (1) SET
Okinawa	Stearley Heights Elementary School (HE7643)	Stearley Heights Elementary School ATTENTION: SPECIAL ED TEACHER Building 2261 Kadena US Air Force Base Okinawa-Shi, Okinawa Japan 9040000	ONE (1) SET
Guam	Andersen Elementary School (HEGUE1)	Andersen Elementary School ATTENTION: SPECIAL ED TEACHER Bldg. 1600 Ponape St. Andersen AFB, Guam	ONE (1) SET
Guam	McCool Elementary/Middle School (HEGUE2)	McCool Elementary/Middle School ATTENTION: SPECIAL ED TEACHER Bldg. 4175 Roberto St. Santa Rita, Guam 96915	ONE (1) SET

Activity District	Activity Name	Activity Address	
Heidelberg	Dexheim Elementary School (HE2460)	Dexheim Elementary School ATTENTION: SPECIAL ED TEACHER Amerikanische Wohsiedlung GEB 6460 55278 Dexheim Germany	ONE (1) SET
Heidelberg	Hainerberg Elementary School (HE2474)	Hainerberg Elementary School ATTENTION: SPECIAL ED TEACHER Texasstr GEB 07778 65189 Wiesbanden Germany	ONE (1) SET
Heidelberg	Mannheim Elementary School (HE3469)	Mannheim Elementary School ATTENTION: SPECIAL ED TEACHER Amerikanische Volksschule Monroe Str BFV 66877 Mannheim Germany	TWO (2) SETS
Heidelberg	Patrick Henry Elementary School (HE3451)	Patrick Henry Elementary ATTENTION: SPECIAL ED TEACHER 4499 South Gettysburg 69124 Heidelberg Germany	TWO (2) SETS
Kaiserslautern	AFNORTH Elementary School (HE1441)	AFNORTH Elementary School ATTENTION: SPECIAL ED TEACHER Ferdinand Bolstraat 1 6445 EE Brunsum The Netherlands	ONE (1) TEACHER
Kaiserslautern	Kaiserslautern Elementary School (HE3647)	Kaiserslautern Elementary School ATTENTION: SPECIAL ED TEACHER Vogelweh GEB 2007 Zimmer 104 67663 Kaiserslautern Germany	TWO (2) SETS
Kaiserslautern	Kleine Brogel Elementary School (HE1659)	Kleine Brogel Elementary School ATTENTION: SPECIAL ED TEACHER Kiestraat 1 3578 Meeuwen Belgium	ONE (1) SET

Activity District	Activity Name	Activity Address	
Kaiserslautern	Landstuhl Elementary/Middle School (HE3649)	Landstuhl Elementary/Middle School ATTENTION: SPECIAL ED TEACHER GEB 3830 66849 Landstuhl Germany	ONE (1) SET
Kaiserslautern	Ramstein Elementary School (HE3651)	Ramstein Elementary School ATTENTION: SPECIAL ED TEACHER Flugplatz GEB 999 66877 Ramstein Germany	TWO (2) SETS
Kaiserslautern	Ramstein Intermediate School (HE3652)	Ramstein Intermediate School ATTENTION: SPECIAL ED TEACHER Flugplatz Ramstein GEB 904 66877 Ramstein Germany	TWO (2) SETS
Kaiserslautern	Smith Elementary School (HE2449)	Smith Elementary School ATTENTION: SPECIAL ED TEACHER Limestrasse 8033 55774 Baumholder Germany	ONE (1) SET
Kaiserslautern	Spangdahlem Elementary (HE2662)	Spangduahlem Elementary School ATTENTION: SPECIAL ED TEACHER Flugplatz GEB 439 54529 Spangdahlem Germany	ONE (1) SET
Kaiserslautern	Volkel Elementary School (HE1673)	Volkel Elementary School ATTENTION: SPECIAL ED TEACHER Receiving officer JG-1 Nato Shape Support Group US 7010 Shape Belgium	ONE (1) SET
Isles	Bahrain Elementary/High School (HE5503)	Naval Support Activity Bahrain ATTENTION: SPECIAL ED TEACHER MARK FOR: Bahrain Elementary/High School Jaffair Road Manama State of Bahrain	ONE (1) SET

Activity District	Activity Name	Activity Address	
Isles	Lakenheath Elementary School (HE1663)	Lakenheath Elementary School ATTENTION: SPECIAL ED TEACHER Bldg 50 RAF Lakenhealth NR Brandon Suffolk UK IP27 9PX	TWO (2) SETS
Isles	Liberty Intermediate School (HE1664)	Liberty Intermediate School ATTENTION: SPECIAL ED TEACHER Bldg 804 RAF Lakenheath NR Brandon Suffolk UK IP27 9PX	ONE (1) SET
Isles	SHAPE Elementary School (HE1449)	SHAPE Elementary School ATTENTION: SPECIAL ED TEACHER Bldg 703A Shape Intel School 7010 SHAPE Belgium	ONE (1) SET
Bavaria	Garmisch Elementary School (HE4461)	Garmisch Elementary School ATTENTION: SPECIAL ED TEACHER Breitenau GEB 716 82467 Garmisch Germany	ONE (1) SET
Bavaria	Kitzingen Intermediate School (HE4422)	Kitzingen Intermediate School ATTENTION: SPECIAL ED TEACHER Reperdorfer Str 350 07318 Kitzingen Germany	ONE (1) SET
Bavaria	Kitzingen Primary School (HE4498)	Kitzingen Primary School ATTENTION: SPECIAL ED TEACHER Reppernordorferstrasse GEB 350 07318 Kitzingen Germany	ONE (1) SET
Bavaria	Schweinfurt Elementary School (HE4427)	Schweinfurt Elementary School ATTENTION: SPECIAL ED TEACHER Maple Str 505/509 97424 Schweinfurt Germany	TWO (2) SETS
Bavaria	Vilseck Elementary School (HE4410)	Vilseck Elementary School ATTENTION: SPECIAL ED TEACHER Vilseck Suedlager GEB 2232 92249 Vilseck OPF Germany	ONE (1) SET

Activity District	Activity Name	Activity Address	
Bavaria	Wuerzburg Elementary School (HE4630)	Wuerzburg Elementary School ATTENTION: SPECIAL ED TEACHER Skyline GEB 100 97074 Wuerzburg Germany	ONE (1) SET
Mediterranean	Ankara Elementary/High School (HE5601)	Ankara Elementary/High School ATTENTION: SPECIAL ED TEACHER American Lisesi Balgat Ankara Turkey	ONE (1) SET
Mediterranean	Aviano Elementary School (HE5649)	Scuola Media Americana ATTENTION:SPECIAL ED TEACHER Base USAF Aviano Area UNO Edificio Numero 151 33081 Aviano PN Italy	ONE (1) SET
Mediterranean	Naples Elelmentary School (HE5549)	U.S. Naval Support Activity ATTENTION: SPECIAL ED TEACHER Mark for: Naples Elementary School Via Boscariello Gricgnano DI Aversa (CE) Italy	TWO (2) SETS
Mediterranean	Rota Elementary School (HE5553)	Rota Elementary School ATTENTION: SPECIAL ED TEACHER Jerez DE La Frontera Rota Naval Base Cadiz Spain	ONE (1) SET
Mediterranean	Sevilla Elementary Jr/High School (HE5681)	Sevilla Elementary Jr/High School ATTENTION: SPECIAL ED TEACHER Sevilla Sucursal 1 Puerto Apartado 1008 41012 Sevilla Spain	ONE (1) SET
Mediterranean	Sigonella Elementary School (HE5555)	Sigonella Elementary School ATTENTION: SPECIAL ED TEACHER Halsey Road Bldg 220 Sigonella Catania Italy	ONE (1) SET

Activity District	Activity Name	Activity Address	
Mediterranean	Vicenza Elementary School (HE5467)	Vicenza Elementary School ATTENTION: SPECIAL ED TEACHER Caserma Ederle Bldge 309 Viale Della Pace 36100 Vicena Italy	ONE (1) SET