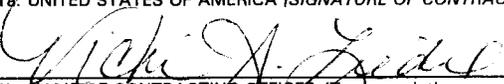


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER HE1254-2005277-0009	PAGE 1 OF 27
2. CONTRACT NO. HE1254-06-D-0010	3. AWARD/EFFECTIVE DATE August 4, 2006	4. ORDER NUMBER	5. SOLICITATION NUMBER HE1254-06-R-0008	6. SOLICITATION ISSUE DATE FEB 06, 2006	
7. FOR SOLICITATION INFORMATION CALL: James Church james.church@hq.dodea.edu			b. TELEPHONE NUMBER (No collect calls) (703) 588-3616		8. OFFER DUE DATE/ LOCAL TIME MAR 27, 2006 3:00 PM ET
9. ISSUED BY DoD Education Activity Attn: Headquarters Procurement Branch 4040 North Fairfax Drive Arlington VA 22203-1613			CODE HE1254	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 511210 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVER TO SEE INDIVIDUAL DELIVERY ORDERS			CODE	16. ADMINISTERED BY Jim Church 703-588-3616 James.Church@hq.dodea.edu Arlington VA 22203-1613	CODE HE1254 (JC)
17a. CONTRACTOR/OFFEROR Academic & Collegiate Software, Inc./D&H Distributing 49 Noon Hill Ave Norfolk MA 02056-1136 TELEPHONE NO. 508-553-8806			CODE 00000938	FACILITY CODE TIN: 54-1781734 DUNS: 799926456 CAGE: 1FTX9	18a. PAYMENT WILL BE MADE BY Payment will be made by Government Purchase Card VA
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
Please	see continuation page for line item details.				
					23. UNIT PRICE
					24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ 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) ANDREW LANGHAUSER PRESIDENT		30c. DATE SIGNED 8/3/06	31b. NAME OF CONTRACTING OFFICE (Type or print) Vicki A. Liedel		31c. DATE SIGNED 7 AUG 06

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	SEE INDIVIDUAL DELIVERY ORDERS				
	BASE YEAR Date of award through 12 months				
0001	Scen and Web Capture Tool PK-12	1.00	LT	NSP	NSP
0001AA	TechSmith SnagIT site license	8050.00	EA	5.95	47,897.50
0001AB	Installation software, documentation & manuals	4.00	ST	NSP	NSP
0002	Critical Thinking/Decision Making Tool Kidspiration 2.1 PK-5	30680.00	EA	17.95	550,706.00
0002AA	Supplemental Materials	10.00	EA	42.50	425.00
0002AB	Maintenance & Upgrades	30680.00	EA	7.65	234,702.00
0002AC	Copies of installation software, license documentation, user manuals, supplemental materials for each of DoDEA's Area Offices and one to the COR	4.00	ST	NSP	OPT NSP
0003	Critical Thinking/Decision Making Tool Inspiration 8 Grades 6-8 and 9-12	22000.00	EA	17.95	394,900.00
0003AA	Supplemental Materials	10.00	EA	25.00	250.00
0003AB	Maintenance & Upgrades	22000.00	EA	6.80	149,600.00
0003AC	Copies of installation software, license documentation, user manuals, supplemental materials for each of DoDEA's Area Offices and one to the COR	4.00	ST	NSP	NSP
0004	Shipping & Handling Estimated Rate 5%	1.00	LT	0.00	0.00
	OPTION YEAR 1 Date of exercise of option through 12 months				
1001	Scen and Web Capture Tool	1.00	LT	NSP	OPT NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	PK-12				
1001AA	TechSmith SnagIT site license	800.00	EA	7.59	OPT 6,072.00
1002	Critical Thinking/Decision Making Tool Kidspiration 2.1 PK-5	3068.00	EA	17.95	OPT 55,070.60
1002AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
1002AB	Maintenance & Upgrades	3068.00	EA	7.65	OPT 23,470.20
1003	Critical Thinking/Decision Making Tool Inspiration 8 Grades 6-8 and 9-12	2200.00	EA	17.95	OPT 39,490.00
1003AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
1003AB	Maintenance & Upgrades	22000.00	EA	6.80	OPT 149,600.00
1004	Shipping & Handling Estimated Rate 5%	1.00	EA	0.00	OPT 0.00
	OPTION YEAR 2 Date of exercise of option through 12 months				
2001	Scen and Web Capture Tool PK-12	1.00	LT	NSP	OPT NSP
2001AA	TechSmith SnagIT site license	800.00	EA	7.59	OPT 6,072.00
2002	Critical Thinking/Decision Making Tool Kidspiration 2.1 PK-5	3068.00	EA	17.95	OPT 55,070.60
2002AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
2002AB	Maintenance & Upgrades	30680.00	EA	7.65	OPT 234,702.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
2003	Critical Thinking/Decision Making Tool Inspiration 8 Grades 6-8 and 9-12	2200.00	EA	17.95	OPT 39,490.00
2003AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
2003AB	Maintenance & Upgrades	2200.00	EA	6.80	OPT 14,960.00
2004	Shipping & Handling Estimated Rate 5%	1.00	LT	0.00	OPT 0.00
	OPTION YEAR 3 Date of exercise of option through 12 months				
3001	Screen and Web Capture Tool PK-12	1.00	LT	NSP	OPT NSP
3001AA	TechSmith SnagIT site license	800.00	EA	7.59	OPT 6,072.00
3002	Critical Thinking/Decision Making Tool Kidspiration 2.1 PK-5	3068.00	EA	17.95	OPT 55,070.60
3002AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
3002AB	Maintenance & Upgrades	30680.00	EA	7.65	OPT 234,702.00
3003	Critical Thinking/Decision Making Tool Inspiration 8 Grades 6-8 and 9-12	2200.00	EA	17.95	OPT 39,490.00
3003AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
3003AB	Maintenance & Upgrades	22000.00	EA	6.80	OPT 149,600.00
3004	Shipping & Handling Estimated Rate 5%	1.00	LT	0.00	OPT 0.00
	OPTION YEAR 4 Date of exercise of option through 12 months				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4001	Screen and Web Capture Tool PK-12	1.00	LT	NSP	OPT NSP
4001AA	TechSmith SnagIT site license	800.00	EA	7.59	OPT 6,072.00
4002	Critical Thinking/Decision Making Tool Kidspiration 2.1 PK-5	3068.00	EA	17.95	OPT 55,070.60
4002AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
4002AB	Maintenance & Upgrades	3068.00	EA	7.65	OPT 23,470.20
4003	Critical Thinking/Decision Making Tool Inspiration 8 Grades 6-8 and 9-12	1144.00	EA	17.95	OPT 20,534.80
4003AA	Supplemental Materials	2.00	EA	42.50	OPT 85.00
4003AB	Maintenance & Upgrades	1144.00	EA	6.80	OPT 7,779.20
4004	Shipping & Handling Estimated Rate 5%	1.00	LT	0.00	OPT 0.00

**SOLICITATION HE1254-06-R-0008
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SECTION I
SF 1449 ADDENDUM

A. POINTS OF CONTACT:

The Contracting Officer:

Vicki A. Liedel
4040 N. Fairfax Drive
Arlington, VA 22203-1613
Telephone Number: (703) 588-3603

The Contract Specialist:

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

Contracting Officer's Representative (COR)

Carla Southers
4040 N. Fairfax Drive
Arlington, VA 22203-1613
Telephone Number: (703) 588-3120
Email: carla.southers@hq.dodea.edu

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 (s). Reference Section III clause 252.201-7000 (Contracting Officer's Representative).

B. ADMINISTRATION, ACCOUNTING & APPROPRIATION DATA, AND METHOD OF PAYMENT

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 (s) awarded as a result of this solicitation. Payment Office data shall cite the Government Purchase Card as the method of payment.

C. DELIVERY, SHIPPING, PROOF OF SHIPMENT and INVOICES

Delivery: Delivery instructions will be provided on individual delivery orders. Delivery shall be **F.O.B. Origin**. All shipments shall be received 30 days after receipt of delivery order for parcel post shipments. Shipping will be via commercial carrier, unless otherwise directed, and may include locations in Europe, the Pacific and stateside. Contractor(s) are required to provide shipment tracking information to DoDEA headquarters/contract POC.

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

Shipping: Shipping instructions and ship to points will be specified on each delivery order issued against the contract (s).

- Shipments shall be clearly marked with the contract number, delivery order number and **Attn: Supply Technician, Mark For: Creativity Software Tools Materials.**
- All correspondence shall include the contract number and delivery order number.
- All packing slips shall be clearly marked with contract number, delivery order number, related contract line item number, ISBN (if applicable) and description/title of materials.

Invoicing:

(1) The Contractor shall submit an original invoice and one copy (or electronic invoice, if authorize) to:

**DoDEA PROCUREMENT DIVISION
ATTN: INVOICING PROCESSING
4040 N. FAIRFAX DRIVE, 4th FLOOR
ARLINGTON, VA 22203-1635**

NOTE: See FAR 52.212-4 Contract Terms and Conditions-Commercial Items, paragraph (g) Invoice for the required information to be submitted on an invoice.

D. TAX EXEMPTION STATUS

DoDEA and the schools and offices comprising it are activities of the Federal Government. As such, state agencies, are precluded from taxing them by reason of the Supreme Court decision in McCullough v. Maryland, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statutes. DoDEA Federal Tax Identification **#53-0207336.**

E. CONTRACT TYPE AND DURATION OF CONTRACT

Contract award type shall be a Firm-Fixed Price Requirements Type Contract with cost reimbursable line items for Contractor Travel and Shipping. The Base period shall be from date of award through 12 months, with the Government's option to extend the contract terms for up to four (4) consecutive 12-month periods in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract." One or more awards may be made from this solicitation.

F. SECTION 508 COMPLIANT Commercial Provision IT Requirement

In addition, all electronic hardware and software procured under this contract must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the Architectural and Transportation Barriers Compliance Board Electronic Information Technology (EIT) Accessibility Standards (36 CFR part 1194). Further information is available via the Internet at <http://www.section508.gov>.

SECTION II STATEMENT OF WORK

DEPARTMENT OF DEFENSE EDUCATION ACTIVITY Education Directorate

PK-12 Creativity Software

1.0 INTRODUCTION

The Department of Defense Education Activity (DoDEA) serves the educational needs of the dependents of military and civilian employees by providing PK-12 instruction to over 90,000 students in seven states, 13 foreign countries, Guam, and Puerto Rico. DoDEA's curriculum, resources, and student achievement scores on standardized assessments compare favorably to high-performing US public schools.

2.0 SCOPE

The goal of DoDEA's Educational Technology program is to help students become effective users of technology. DoDEA student objectives are aligned to the National Educational Technology Standards for Students (NETS*S) which may be accessed from this URL: http://cnets.iste.org/students/s_stands.html. Necessary student technology skills include the ability to create and edit graphics, images, videos and Web sites; author multimedia projects; and use technology tools to analyze data and solve problems. Additional information about DoDEA's Educational Technology program may be accessed from this URL: <http://www.dodea.edu/instruction/curriculum/tech/>. DoDEA course descriptions may be found at this URL: <http://www.dodea.edu/instruction/curriculum/descriptions.htm>.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor(s) shall provide software creativity tools for DoDEA's PK-12 Educational Technology Program. The Contractor(s) may provide one software creativity tool or any combination of the identified tools. The type and quality of the identified creativity software tools are of utmost importance to ensure consistency throughout the PK-12 Educational Technology Program. The creativity software tool must be aligned with the software tool type specified and objectives of DoDEA's PK-12 Educational Technology program. The necessary creativity software used to meet DoDEA's Educational Technology Program objectives consists of the following nine (9) types of creativity tools:

3.1.1 Graphic Creation Tool: Product includes options to create original graphics and edit clipart or existing graphics. Options include line drawing, vector graphics, paint, bitmaps, editing tools, file import/export, and other graphic creation/manipulation capabilities. Graphic creation tools are needed at the PK-5 and 6-8 grade-levels.

3.1.2 Animation Tool: Product includes a graphical animation function with such options as common animation tools, movement patterns, templates, and WYSIWYGs. Animation tools are needed at the PK-5 and 6-8 grade-levels.

3.1.3 Photo Imaging Tool: Product includes options to import, export, and edit photographic or digital images. Photo imaging tools are needed at the PK-5 and 6-8 grade-levels.

3.1.4 Video Creation Tool: Product includes options to import, export, edit and produce digital video. Completed video may be saved in a variety of file types (Windows Media, Quick Time and Flash). Photo imaging tools are needed at the PK-5 grade-levels.

3.1.5 Screen and Web Capture Tool: Product includes options for capturing content as it appears on computer screens or in Web sites. Options include ability to capture full-motion and embedded links. Screen and Web capture tools are needed at the PK-5, 6-8, and 9-12 grade-levels.

3.1.6 Web Development Tool: Product includes options for creating Web sites. Web development tools are needed at the PK-5 grade-levels.

3.1.7 Critical Thinking/Decision-making Tool: Product facilitates critical thinking and decision-making skills by providing students with the ability to manipulate information and data via outlines, timelines, and graphics. Critical thinking/decision-making tools are needed at the PK-5, 6-8, and 9-12 grade-levels.

3.1.8 Interactive Multimedia Tool: Product includes ability to create layered, nonlinear files, interactive components/modules, and hypermedia applications for management and communication of student work. Interactive multimedia tools are needed at the PK-5, 6-8, and 9-12 grade-levels.

3.1.9 Technology Integration Tutorials: Product includes online or downloadable tutorials, learning activities, resources, etc that may be used by students and teachers to increase understanding of and integration of technology and creativity software tools into teaching and learning. Technology integration tools are needed at the PK-5, 6-8, and 9-12 grade-levels.

3.2 Usability/Functionality. The Contractor(s) shall provide software creativity tools for DoDEA's PK-12 Educational Technology Program that adheres to the following usability and functionality requirements:

3.2.1 Software creativity tool includes easily understandable directions, sample templates, getting started tips and other tools for beginning use of the program

3.2.2 The readability level of the text used within the software creativity tool is age/grade-level appropriate.

3.2.3 Software creativity tool allows saving of projects, files, documents to a variety of locations/ storage devices (does not require saving files to the local hard drive).

3.2.4 Software creativity tool uses age-appropriate interfaces, menus, toolbars, icons, etc.

3.2.5 Software creativity tool uses common interfaces throughout program or suite of programs offered.

3.2.6 Software creativity tools/suite of programs include system interoperability and common interfaces (menus, tools, etc. are similar; projects/files may be edited in other programs or added to projects created in other programs).

3.2.7 Software creativity tool includes easily accessible help options and tutorials.

4.0 PROGRAM REQUIREMENTS

4.1 DoDEA intends to provide a combination of creativity software tools (Section 3.1-3.1.9) which support the goals of the Educational Technology program in grades PK-12. DoDEA maintains the option of providing one software creativity tool for all grades PK-12 or multiple tools for one or more of the grade-levels within the following grade-bands: elementary grades PK-5, middle/jr. high grades 6-8 and high school grades 9-12. DoDEA does not intend to purchase all tools (Section 3.1-3.1.9) for each grade-band.

For example, DoDEA may purchase:

- A critical thinking tool for grades PK-12, or
- A graphics creation tool for grades PK-2 and a video creation tool for grades 3-5, or
- A Web development tool for grades PK-5, a critical thinking tool for grades 6-8, and a screen capture tool for grades 9-12, or
- Any other combination as defined in this section.

Offerors may provide a single software creativity tool or suite/bundle of tools for one or more grade-bands. All license agreements must adhere to federal law, not state law.

All creativity software tools must be consistent with the software tool type specified and the National Educational Technology Standards for Students (NETS*S) http://cnets.iste.org/students/s_stands.html. Required skills include the ability to create and edit graphics, images, videos and Web sites; author multimedia projects; and use technology tools for data analysis and problem-solving. Each creativity software tool must be age and grade-level appropriate.

DoDEA school configuration, student enrollment and computer inventory data is listed below.

DODEA SCHOOL CONFIGURATIONS

Schools with K-2 Grades Only	07
Elementary Schools without 6 th Grade	67
Elementary Schools with 6 th Grade	58
Elementary and Middle School Combination Schools	10
Middle School	24
Middle and High School Combination Schools	25
High Schools	20
Unit Schools	09
TOTAL SCHOOLS	220

STUDENT ENROLLMENT 09-30-05

PreKindergarten	3,582
Kindergarten	9,259
First Grade	9,130
Second Grade	8,833
Third Grade	8,243
Fourth Grade	7,952
Fifth Grade	7,434
Sixth Grade	7,210
Seventh Grade	6,396
Eighth Grade	5,868
Ninth Grade	5,105
Tenth Grade	4,506
Eleventh Grade	3,861
Twelfth Grade	3,317
TOTAL	91,696

TOTAL NUMBER OF COMPUTERS 09-30-05

K-5 Grades	30,680
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6-8 Grades	11,440
9-12 Grades	9,800
TOTAL	51,920

5.0 TECHNICAL REQUIREMENTS. The Contractor(s) shall provide software creativity tools for DoDEA's PK-12 Educational Technology Program that adheres to the following technical requirements:

5.1 DoDEA requires use of creativity software which may be installed and accessed in a stand-alone environment or network environment.

5.2 Full functionality of all creativity software tools must be accessible through a Windows 2000/Windows XP standard user account. Software that requires Windows 2000/Windows XP administrator rights or any other special user configuration will not be considered.

5.3 Software creativity tools shall not require Internet access to run programs, but may require Internet connectivity to access tutorials, lesson plans, image libraries, and other help features. The Web site accessed to acquire tutorials, lesson plans, image libraries, and other help features must be free of advertisement, and all features of the Web site (navigation, fly-out menus, libraries etc.) must work within an environment that blocks popup windows.

5.4 Technical support for the software creativity tool must be available via telephone and email. Response time will be within 24 hours excluding weekends.

5.5 DoDEA must confirm that each creativity software tool offered is compatible with DoDEA school-level technology and Department of Defenses (DoD) information technology requirements.

5.6 Video files should be in QuickTime v.6.0+ and Windows Media v.9+ formats. In addition to QuickTime and Windows Media, video files may be made available in Flash 6+ format; however Flash format is not required. Video files must be compressed so they are accessible from a variety of bandwidth connections.

5.7 All software shall be Section 508 compliant.

5.8 *Software Maintenance and Upgrades:* Maintenance support shall be renewable for four option years. Maintenance is defined as automatic distribution of software upgrades and revisions that can be accomplished using a combination of these distribution methods--Internet, email, or CD-ROM/DVD media after the Contracting Officer's Representative (COR) provides a delivery order with written instructions. Any licenses for online digital material(s) and software shall include compatibility with DoDEA school-level technology and Department of Defenses (DoD) information technology requirements. Contractor(s) shall not contact schools directly prior to dissemination of software, but shall coordinate the dissemination of upgrades or revisions through the COR and will provide four copies or electronic distributions of the update and/or revision to the COR for testing by Area Service Center IT Division prior to the COR issuing a delivery order for distribution of same upgrade or revision. The COR will ensure that the upgrades or revisions are compatible with existing school-level technology prior to issuing a delivery order.

DoDEA's computer workstation and server specifications are:

Server:
 Minimum- Windows NT Server
 Maximum- Windows 2003 Server

Workstation:

Minimum- 128 Mb RAM, 40Gb, P-4 (2.4 GHz), Win 2000

Maximum- 1 Gb RAM, 120 Gb, P-4 (3 GHZ), Win XP

6.0 DELIVERABLES. The Contractor(s) shall:

6.1 Participate in a Post-Award Teleconference to discuss the performance requirements in greater detail, no later than ten (10) days after the contract award date.

6.2 Provide software creativity tools as specified in Section (3.1-3.1.9) that support DoDEA's PK-12 Educational Technology Program.

6.3 Provide software creativity tools that adhere to DoDEA's usability and functionality requirements as specified in Section (3.2-3.2.7).

6.4 Provide software creativity tools that meet DoDEA's technical requirements as specified in Section 5.0-5.8.

6.5 Provide individual sets of installation software, license documentation, user manuals, supplemental materials for each DoDEA school and four (4) sets of archival installation software, license documentation, user manuals/materials, one for each of DoDEA's Area Offices (DoDDS-Europe, DoDDS-Pacific, and DDESS-stateside) and one for DoDEA Headquarters (Arlington, VA) no later than 30 days after the Post-Award Teleconference and fifteen (15) days after receiving a delivery order.

6.6 Provide support throughout the adoption cycle to ensure successful system wide implementation of the creativity software tools.

6.7 SUPPLEMENTAL MATERIALS: The contractor(s) may provide creativity software supplemental materials, if required by DoDEA, to be completed in accordance with the delivery orders. Supplemental materials may include teacher and/or student materials such as; teacher manuals, workbooks, activity kits, etc which support the implementation of specific software creativity tools. Contractor(s) are not required to offer supplemental materials.

6.7.1 Supplemental materials if required will directly correlate to the specific software creativity tool being offered by the contractor(s).

6.7.2 Supplemental materials if required will be aligned to the National Education Technology Standards for Students (NETS*S).

6.7.3 Supplemental materials if required will be available in electronic format which may be posted to DoDEA's Web site.

6.8 PROFESSIONAL DEVELOPMENT: The contractor(s) may provide end-user and/or advanced user creativity software training, if required by DoDEA, to be completed in accordance with the delivery orders. Professional development may be conducted in one or more DoDEA areas including the United States, Europe and the Pacific Area. Contractor(s) are not required to offer professional development.

6.8.1 Training if required may be one to five days in length and the contractor must be able to conduct up to five simultaneous training sessions. Contractor must provide all training materials. Contractor must submit all training materials to the COR for approval 30 days prior to commencement of training. DoDEA will identify training participants, not to exceed 20 participants per class, provide a training site

and provide contractor travel costs (Section 7.0) in accordance with FAR 31.205-47 and the Federal Travel Regulation.

6.8.2 Training provided will be (1) aligned to the goals of DoDEA’s Educational Technology program, (2) aligned to the National Educational Technology Standards for Students (NETS*S), and (3) include an assessment tool which measures achievement of the applicable National Educational Technology Standards for Students (NETS*S).

6.8.3 Delivery/facilitation of the training will encompass instructional best practices correlated to DoDEA’s Quality Indicator Map (QIM) and include an evaluation of the professional development/training and the trainer/facilitator. The QIM is accessible from the following URL: <http://www.dodea.edu/instruction/curriculum/QIMap/QIMapfinal.doc>.

7.0 CONTRACTOR(S) TRAVEL COSTS

Contractor(s) costs for Government authorized travel are included in this contract. All travel shall be in accordance with FAR 31.205-46 and the Federal Travel Regulation. Contractor(s) payment claims shall include applicable airfare and hotel/lodging receipts, as well as any receipts valued at or above \$75.00.

8.0 SECURITY

Contractor(s) shall be escorted by an authorized DoDEA employee if access to facilities is required by contract. If unescorted access is required, a satisfactory Federal and/or State criminal background check must first be performed by DoDEA, through the Office of Personnel Management, on each identified contract employee prior to unsupervised student contact or unescorted facility access being granted.

Deliverables Chart

Deliverable	PWS Ref	Delivery Date
Post-Award Teleconference	6.1	10 days after Post-Award Teleconference
Provide individual sets of installation software, license documentation, user manuals, supplemental materials for each DoDEA school and four (4) sets of archival installation software, license documentation, user manuals/materials, one for each of DoDEA’s Area Offices (DoDDS-Europe, DoDDS-Pacific, and DDESS-stateside) and one for DoDEA Headquarters (Arlington, VA)	6.2-6.5	30 days after Post-Award Teleconference and 15 days after receipt of delivery order.
Provide support throughout the adoption cycle to ensure successful system wide implementation of the creativity software tools.	6.6	Throughout the school year (SY) ‘06-‘07
Provide creativity software supplemental materials.	6.7-6.7.3	30 days after Post-Award Teleconference and 15 days after receipt of delivery order.
Submit all training materials to the COR for approval.	6.8-6.8.3	30 days prior to commencement of training.

SECTION III

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (SEP 2005)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(1) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the

Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *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.

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 Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(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.

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

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)

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). Other changes (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".

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

"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. 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.

c. The following clauses and clause references are incorporated at the end of FAR 52.212-3, after paragraph (t) "Central Contractor Registration (CCR)" as paragraph (u): Other Clauses":

d. 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 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 and transferring such rights. The specific rights granted to the Government shall be enumerated in the contract license agreement or and addendum thereto. If there are any inconsistencies between the terms and conditions of the software license agreement, the Addendum to this contract, and the contract terms and conditions, the contract terms and conditions govern. (See license agreement at Attachment A)

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)

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES FOR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2006).

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:

- (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 (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) [Reserved]
- (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 (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(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 (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

- X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- X (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(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:

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(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 (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

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

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

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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

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

(End of Clause)

FAR 52.216-18 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 Contract Award through 12 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)

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

FAR 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months from Contract Award.

(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)

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

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

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

(End of clause)

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

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

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).

<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (<input type="checkbox"/> 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).
<input type="checkbox"/>	252.225-7021	Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<input checked="" type="checkbox"/>	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (<input type="checkbox"/> Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<input checked="" type="checkbox"/>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input type="checkbox"/>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
<input type="checkbox"/>	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input checked="" type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (<input type="checkbox"/> Alternate I) (MAR 2000) (<input type="checkbox"/> Alternate II) (MAR 2000) (<input type="checkbox"/> Alternate III) (MAY 2002) (10 U.S.C. 2631).
<input type="checkbox"/>	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). |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375). |
| 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)

Software License Agreement

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- (ii) SOFTWARE PRODUCT is not the sole or primary component of such Application Software;
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- (iv) Must not be used to create a software application that competes with or is intended to compete with, directly or indirectly, the SOFTWARE PRODUCT;
- (v) The Application Software must add significant value to the SOFTWARE PRODUCT

All other uses that fall outside the scope of the TSLA must receive the prior written permission of TechSmith.

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Rights at 48 CFR 52.227-19, as applicable. Manufacturer is:
TechSmith Corporation
2405 Woodlake Drive
Okemos, MI, 48864-5910 USA

8. MISCELLANEOUS

This TSLA is governed by the laws of the State of Michigan, and the parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed five (5) business days after the same shall have been deposited in the United States mail, postage prepaid. You waive any objection based on forum non conveniens and any objection to venue of any action instituted under this Agreement by TechSmith in any jurisdiction.

Should you have any questions concerning this TSLA, or if you desire to contact TechSmith for any reason, please contact the TechSmith subsidiary serving your country, or write:

TechSmith Corporation
2405 Woodlake Drive
Okemos, MI 48864-5910 USA

Phone: +1 517-381-2300
Fax: +1 800-576-7339 (USA Only)
Sales: sales@techsmith.com
Support: <http://support.techsmith.com>
WWW: <http://www.techsmith.com>

9. LIMITED WARRANTY

TechSmith warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

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TechSmith's and its suppliers' entire liability and your exclusive remedy shall be, at TechSmith's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE PRODUCT or hardware that does not meet TechSmith's Limited Warranty and which is returned to TechSmith with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by TechSmith are available without proof of purchase from an authorized international source.

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13. SURVIVAL

The restrictions and obligations as contained in this TSLA which You have voluntarily agreed to shall survive any expiration, termination or cancellation of this TSLA, and shall continue and remain in effect for one year, said period commencing on the day and year first written above to bind You, and your employees, agents, successors, heirs and assigns.

14. INTEGRATION

This TSLA sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between them.

15. AMENDMENTS

Except as otherwise provided in this TSLA, this Agreement may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent.

16. ASSIGNABILITY

This Agreement and the rights and duties under this Agreement may not be assigned by you without prior written consent of TechSmith.

17. BENEFIT

This TSLA shall be binding upon and inure to the benefit of TechSmith and its successors and permitted assigns.

18. COUNTERPARTS

This TSLA may be executed in one or more counterparts, each of which shall be enforceable against the party actually executing the counterparts, and all of which together shall constitute one instrument.

19. CAPTIONS

Captions contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of the TSLA or intent of any provision in the TSLA.

20. SEVERABILITY

If any provision of this TSLA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this TSLA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the TSLA to the other party.

21. AUTHORITY TO EXECUTE

You warrant and represent to TechSmith that this TSLA shall be binding upon You once executed, and that the individual executing this document is authorized or has been empowered to do so.

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Street Address: _____ City: _____ State: _____ Zip: _____

Telephone number: (____) _____ - _____ FAX: (____) _____ - _____

The "Computers" means _____ (number of) computers, workstations or terminals located at Licensee's schools or other facilities used by Licensee in its business.

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Street Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ FAX: _____

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Title: _____
Date: _____

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The "Volume License Administrator" means _____, who will be responsible for ensuring that the conditions specified in this Agreement are carried out. The Volume License Administrator's mailing address, email address, and phone and fax numbers are:

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