

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 10	
2. CONTRACT NO. HE1254-06-P-1022		3. AWARD/EFFECTIVE DATE 06-Sep-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER HE1254-06-T-1010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES CHURCH		b. TELEPHONE NUMBER (No Collect Calls) 703-588-3616		8. OFFER DUE DATE/LOCAL TIME 21-Aug-2006 12:00 AM 25 Aug 2006	
9. ISSUED BY DOD EDUCATION ACTIVITY ATTN: PROCUREMENT DIVISION 4040 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1635 TEL: FAX:		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 type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR TECH4LEARNING, INC. SHANNON JONES 10981 SAN DIEGO MISSION ROAD SAN DIEGO CA 92108-2448 TEL. 619-563-5348		CODE 1SJJ6 FACILITY CODE 1SJJ6		18a. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS ATTN: DFAS-BVD/IN 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1500		CODE HQ0347	
<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 type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$99,998.61		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 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			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> 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: REFERENCE <input type="checkbox"/> 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)		31c. DATE SIGNED	
						06-Sep-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) James Church / Contracting Officer TEL: 703-588-3616 EMAIL: james.church@hq.dodea.edu			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CLAUSES INCORPORATED BY FULL TEXT

Administrative Information

1. Points of Contact

Procurement:
James Church
james.church@hq.dodea.edu
703-588-3616

Technical:
Carla Southers
703-588-3120

Vendor:
See block 17a

2. Invoice Instructions

a. Mail invoices to:

DoDEA Procurement
Attn: Invoice Processing
4040 N. Fairfax Dr
Arlington, VA 22203

b. To ensure prompt payment, vendor invoices must include the following information:

- Purchase Order Number (See block #2)
- Invoice Date
- Invoice Number
- Vendor POC name and telephone number

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		141	Each	\$709.21	\$99,998.61
	Recipes4Success site license FFP Recipes4Success site license (per school). FOB: Destination PURCHASE REQUEST NUMBER: HE125420060210004				
				NET AMT	\$99,998.61
	ACRN AA				\$99,998.61

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101		1	Each		
	add additional funds FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125420060210004001				
				NET AMT	\$0.00
	ACRN AA				\$0.00

ACCOUNTING AND APPROPRIATION DATA

AA: 9760100.6010 P2200 1136 2572 DEAC60214A388E S49451 99DA
AMOUNT: \$99,998.61
CIN HE1254200602100040001: \$99,998.61
CIN HE1254200602100040010001: \$0.00

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 Education Technology Standards for Students (NETS*S) which may be accessed from this URL: http://cnets.iste.org/students/s_stands.html. DoDEA teacher technology professional development goals are aligned to the National Education Technology Standards for Teachers (NETS*T) which may be accessed from this URL: http://cnets.iste.org/search/t_search.html. 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 technology integration and tutorial software to be used for DoDEA's PK-5 Educational Technology Program. The software must include online or downloadable tutorials, learning activities, resources, etc that can be used by PK-5 students and teachers to increase understanding of the following Tech4Learning software tools: *Imagination Suite, Twist, Media Blender, Pixie, Web Blender, and Image Blender*. The Contractor(s) must provide one software tool which addresses all of the Tech4Learning software packages identified above. The type and quality of the integration and tutorial software is of utmost importance to ensure consistency throughout the PK-5 Educational Technology Program.

3.2 Usability/Functionality. The Contractor(s) shall provide technology integration and tutorial software that increases understanding of Tech4Learning software tools: *Imagination Suite, Twist, Media Blender, Pixie, Web Blender, and Image Blender*, which adhere to the following usability and functionality requirements:

3.2.1 Includes easily understandable directions, sample templates, getting started tips and other tools for beginning use of the program

3.2.2 Includes age/grade-level appropriate readability levels.

3.2.3 Includes age-appropriate interfaces.

4.0 PROGRAM REQUIREMENTS

4.1 DoDEA intends to provide a single technology integration and tutorial software tool used to increase PK-5 teacher and student understandings of the following Tech4Learning software tools: *Imagination Suite, Twist, Media Blender, Pixie, Web Blender, and Image Blender*. This single software tool must be accessible by all PK-5 students and teachers at each DoDEA PK-5 site (school building) via the school Internet/network.

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

DODEA SCHOOL CONFIGURATIONS

Schools with K-2 Grades Only	06
Elementary Schools without 6 th Grade	67
Elementary Schools with 6 th Grade	58
Elementary and Middle School Combination Schools	10
TOTAL SCHOOLS	141

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
TOTAL	61,643

TOTAL NUMBER OF COMPUTERS 09-30-05

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

5.0 TECHNICAL REQUIREMENTS. The Contractor(s) shall provide technology integration and tutorial software tool used to increase PK-5 teacher and student understandings of the following Tech4Learning software tools: *Imagination Suite, Twist, Media Blender, Pixie, Web Blender, and Image Blender* and adhere to the following technical requirements:

5.1 DoDEA requires that the software tool must be accessible by all PK-5 students and teachers at each DoDEA PK-5 site (school building) via the school Internet/network

5.2 Full functionality of all 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 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 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.

5.6 All software should be Section 508 compliant.

5.7 *Software Maintenance and Upgrades*: Maintenance support, if required, 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 tools that adhere to DoDEA's usability and functionality requirements as specified in Section (3.2-3.2.3) no later than thirty days after receipt of delivery order.

6.3 Provide software tools that meet DoDEA's technical requirements as specified in Section (5.0-5.5.7).

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

Deliverables Chart

Deliverable	PWS Ref	Delivery Date
Post-Award Teleconference	6.1	10 days after Post-Award Teleconference
Provide software tools	6.2-6.3	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.	6.4	Throughout the school year (SY) '06-'07

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b) Notwithstanding the requirements of any other clause in this contract, 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 (Jun 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 (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) 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)

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR & DFARS (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION)), the Contractor shall include the terms of the following clause, 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).
252.232-7019	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)