

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

1. REQUISITION NUMBER HE1254-2004103-2501		PAGE 1 OF 33	
2. CONTRACT NO. HE1254-05-D-0021	3. AWARD/EFFECTIVE DATE 10 June 2005	4. ORDER NUMBER	5. SOLICITATION NUMBER HE1254-04-R-0064
6. SOLICITATION ISSUE DATE SEP 15, 2004		7. FOR SOLICITATION INFORMATION CALL:	

a. NAME Peter.Kho@HQ.DoDEA.EDU	b. TELEPHONE NUMBER (No collect calls) (703) 588-3604	8. OFFER DUE DATE/ LOCAL TIME NOV 16. 2004 3:00 PM ET
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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: 511130 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	12. DISCOUNT TERMS 0 Days 0% Net 30
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15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY DoD Education Activity Attn: Procurement Division 4040 North Fairfax Drive Arlington VA 22203-1635	CODE HE1254
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17a. CONTRACTOR/OFFEROR The McGraw-Hill Companies DBA: McGraw-Hill Education Public Group 8787 Orion Place Columbus OH 43240-4027 TELEPHONE NO. 856-787-3911	CODE 00000007	FACILITY CODE	TIN: 13-1026995 DUNS: 001213206 CAGE: 0V1U0	18a. PAYMENT WILL BE MADE BY Payment will be made by Government Purchase Card VA	CODE PCARD
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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.				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA See Individual Delivery Orders	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. YOUR OFFER DATED 05/27/2005. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Vicki A. Liedel</i>
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Vicki Liedel	31c. DATE SIGNED 13 Jun 05
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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE NOV 09, 2004	4. REQUISITION/PURCHASE REQ. NO. HE1254-2004103-2501	5. PROJECT NO. (If applicable)
6. ISSUED BY DoD Education Activity Attn: Headquarters Procurement Branch 4040 North Fairfax Drive Arlington VA 22203-1613		CODE HE1254	7. ADMINISTERED BY (If other than Item 6) DoD Education Activity Attn: Procurement Division 4040 North Fairfax Drive Arlington VA 22203-1635	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  McGraw-Hill Education Attn: Margarite Smith 9787 Orion Place Columbus, OH 43240	(X)	9A. AMENDMENT OF SOLICITATION NO. HE1254-04-R-0064
	X	9B. DATED (SEE ITEM 11) SEP 15, 2004
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) MARGARITE SMITH Director of DoDEA Sales & Service	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NO SIGNATURE
15B. CONTRACTOR/OFFEROR Margarite Smith (Signature of person authorized to sign)	15C. DATE SIGNED NOV 09 2004
15D. UNITED STATES OF AMERICA	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

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

1. REQUISITION NUMBER  
HE1254-2004103-2501

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CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER  
HE1254-04-R-0064

6. SOLICITATION ISSUE DATE  
Sep 15, 2004

FOR SOLICITATION INFORMATION CALL:

a. NAME  
Carl W. Toepel  
Carl.Toepel@hq.dodea.edu

b. TELEPHONE NUMBER (No collect calls)  
(703) 588-3604

8. OFFER DUE DATE/ LOCAL TIME  
NOV 16, 2004 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  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 511130  
 SIZE STANDARD:

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
SEE SCHEDULE

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE QVIUQ FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

McGraw-Hill Education  
 Attn: Margaruite Smith  
 7787 Orion  
 Columbus, OH 43240  
 TELEPHONE NO. 856-429-3191  
 TIN 10126995

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

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

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

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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  
*Margaruite Smith*

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

30b. NAME AND TITLE OF SIGNER (Type or print)  
MARGARUITE SMITH  
Director of DoDEA Sales

30c. DATE SIGNED  
11/12/04

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

31c. DATE SIGNED

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**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	Accounting and Appropriation Data: See Individual Delivery Orders				
	Grades 7-12 VOCAL MUSIC PROGRAM Base Year 365 Days from Date of Award				
0001	Teacher's Edition: Ensemble and solo music for unison, 2-part, 3- part, 4 part, all treble and mixed voices	1.00	LO	NSP	NSP
0001AA	Unison Beginners ISBN 0078611059 (No Charge)	75.00	EA	NSP	NSP
0001AB	Mixed Voices Intermediate ISBN 0078611091 (No Charge)	75.00	EA	NSP	NSP
0001AC	Treble Intermediate ISBN 0078611121 (No Charge)	75.00	EA	NSP	NSP
0001AD	Tenor Bass Voices Intermediate ISBN 0078611156 (No Charge)	75.00	EA	NSP	NSP
0001AE	Mixed Voices Proficient ISBN 0078611202 (No Charge)	75.00	EA	NSP	NSP
0001AF	Treble Proficient ISBN 0078611237 (No Charge)	75.00	EA	NSP	NSP
0001AG	Tenor Bass Proficient ISBN 0078611261 (No Charge)	75.00	EA	NSP	NSP
0002	Student's Text: Ensemble and solo music for unison, 2-part, 3-part, 4-part, all treble and mixed voices.	1.00	LO	NSP	NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0002AA	Unison Beginners ISBN 0078611059	2178.00	EA	19.98	43,516.44
0002AB	Mixed Voices Intermediate ISBN 0078611083	1776.00	EA	19.98	35,484.48
0002AC	Treble Intermediate 0078611113	1386.00	EA	19.98	27,692.28
0002AD	Tenor Bass Intermediate 0078611156	743.00	EA	19.98	14,845.14
0002AE	Mixed Proficient ISBN 0078611199	1086.00	EA	19.98	21,698.28
0002AF	Treble Proficient ISBN 0078611229	812.00	EA	19.98	16,223.76
0002AG	Tenor Bass Proficient ISBN 0078611253	500.00	EA	19.98	9,990.00
0003	Teacher's Edition: Theory Included in CLIN 0001	75.00	EA	NSP	NSP
0004	Student's Text: Theory Included in CLIN 0002	1.00	LO	NSP	NSP
0005	Teacher's Edition: Technique Development Included in CLIN 0001	1.00	LO	NSP	NSP
0006	Student's Text: Technique Development Included in CLIN 0002	1.00	LO	NSP	NSP
0007	CDs or appropriate technology on the proper use of the series by teachers and students (No Charge)	75.00	BD	NSP	NSP
0007AA	CD's Performance Packs for Unison. ISBN:0078611067 (No Charge)	75.00	EA	NSP	NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0007AB	CD's Performance Packs for Mixed, Intermediate. ISBN:0078611105 (No Charge)	75.00	EA	NSP	NSP
0007AC	CD's Performance Packs for Treble, Intermediate. ISBN:0078611105 (No Charge)	75.00	EA	NSP	NSP
0007AD	CD's Performance Packs for Tenor Bass, Intermediate. ISBN:007861113X (No Charge)	75.00	EA	NSP	NSP
0007AE	CD's Performance Packs for Mixed, Proficient. ISBN:0078611210 (No Charge)	75.00	EA	NSP	NSP
0007AF	CD's Performance Packs for Treble, Proficient. ISBN:0078611245 (No Charge)	75.00	EA	NSP	NSP
0007AG	CD's Performance Packs for Tenor Bass, Proficient. ISBN:007861127X (No Charge)	75.00	EA	NSP	NSP
0007AH	CD's Performance Packs for Mixed Voices, Advanced. ISBN:0078611318 (No Charge)	75.00	EA	NSP	NSP
0008	Teacher's Resource Package /Materials	75.00	BD	NSP	NSP
0008AA	Teacher Resource Binder - Unison, Beginners. ISBN:00786611180	75.00	EA	87.96	6,597.00
0008AB	Teacher Resource Binder - Mixed Voices, Tenor, Bass, Treble Intermdeiate. ISBN:0078611334	75.00	EA	71.97	5,397.75
0008AC	Teacher Resource Binder - Mixed, Treble, Tenor, Bass, Proficient. ISBN:0078667275	75.00	EA	88.50	6,637.50
0008AD	Teacher Resource Binder - Mixed, Advanced. ISBN: 0078667283	75.00	EA	71.49	5,361.75

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
0009	Assessment materials, Included in CLIN 0008	75.00	EA	0.00	0.00
0010	Training module (CD ROM, DVD, Video format)for use by DoDEA to train individuals or small groups in the use of the adopted material. (No Charge).	10.00	EA	0.00	0.00
0011	Staff Development Training	1.00	LT	NTE 25,000.00	NTE 25,000.00
0012	Travel Costs	1.00	LT	NTE 12,000.00	NTE 12,000.00
0013	Estimated Shipping (15%)	1.00	LT	34,566.75	34,566.75
0014	Set Of Program Materials No Charge	18.00	EA	NSP	NSP
0015	Set of Program Software No Charge	2.00	EA	NSP	NSP
0016	Transition Plan No Charge	1.00	EA	NSP	NSP
0017	Staff Development Plan No Charge	1.00	EA	NSP	NSP
0018	Correlations No Charge	1.00	EA	NSP	NSP
	Option Year One Date of Option Exercise through one year				
1001	Teacher's Edition: Ensemble and solo music for unison, 2-part, 3- part, 4 part, all treble and mixed voices	1.00	LO	NSP	OPT NSP
1001AA	Unison Beginners ISBN 0078611059 (No Charge)	8.00	EA	NSP	OPT NSP
1001AB	Mixed Voices Intermediate	8.00	EA	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	ISBN 0078611091 (No Charge)				
1001AC	Treble Intermediate ISBN 0078611121 (No Charge)	8.00	EA	NSP	OPT NSP
1001AD	Tenor Bass Voices Intermediate ISBN 0078611156 (No Charge)	8.00	EA	NSP	OPT NSP
1001AE	Mixed Voices Proficient ISBN 0078611202 (No Charge)	8.00	EA	NSP	OPT NSP
1001AF	Treble Proficient ISBN 0078611237 (No Charge)	8.00	EA	NSP	OPT NSP
1001AG	Tenor Bass Proficient ISBN 0078611261 (No Charge)	8.00	EA	NSP	OPT NSP
1002	Student's Text: Ensemble and solo music for unison, 2-part, 3-part, 4-part, all treble and mixed voices.	1.00	LO	NSP	OPT NSP
1002AA	Unison Beginners ISBN 0078611059	218.00	EA	19.98	OPT 4,355.64
1002AB	Mixed Voices Intermediate ISBN 0078611083	178.00	EA	19.98	OPT 3,556.44
1002AC	Treble Intermediate 0078611113	139.00	EA	19.98	OPT 2,777.22
1002AD	Tenor Bass Intermediate 0078611156	75.00	EA	19.98	OPT 1,498.50
1002AE	Mixed Proficient	109.00	EA	19.98	OPT 2,177.82

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
1002AF	ISBN 0078611199 Treble Proficient ISBN 0078611229	81.00	EA	19.98	OPT 1,618.38
1002AG	Tenor Bass Proficient ISBN 0078611253	50.00	EA	19.98	OPT 999.00
1003	Teacher's Edition: Theory Included in CLIN 1001	8.00	EA	NSP	OPT NSP
1004	Student's Text: Theory Included in CLIN 1002	1.00	LO	NSP	OPT NSP
1005	Teacher's Edition: Technique Development Included in CLIN 1001	1.00	LO	NSP	OPT NSP
1006	Student's Text: Technique Development Included in CLIN 1002	1.00	LO	NSP	OPT NSP
1007	CDs or appropriate technology on the proper use of the series by teachers and students (No Charge)	8.00	BD	NSP	OPT NSP
1007AA	CD's Performance Packs for Unison. ISBN:0078611067 (No Charge)	8.00	EA	NSP	OPT NSP
1007AB	CD's Performance Packs for Mixed, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
1007AC	CD's Performance Packs for Treble, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
1007AD	CD's Performance Packs for Tenor Bass, Intermediate. ISBN:007861113X (No Charge)	8.00	EA	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
1007AE	CD's Performance Packs for Mixed, Proficient. ISBN:0078611210 (No Charge)	8.00	EA	NSP	OPT NSP
1007AF	CD's Performance Packs for Treble, Proficient. ISBN:0078611245 (No Charge)	8.00	EA	NSP	OPT NSP
1007AG	CD's Performance Packs for Tenor Bass, Proficient. ISBN:007861127X (No Charge)	8.00	EA	NSP	OPT NSP
1007AH	CD's Performance Packs for Mixed Voices, Advanced. ISBN:0078611318 (No Charge)	8.00	EA	NSP	OPT NSP
1008	Teacher's Resource Package /Materials	8.00	BD	NSP	OPT NSP
1008AA	Teacher Resource Binder - Unison, Beginners. ISBN:00786611180	8.00	EA	87.96	OPT 703.68
1008AB	Teacher Resource Binder - Mixed Voices, Tenor, Bass, Treble Intermdeiate. ISBN:0078611334	8.00	EA	71.97	OPT 575.76
1008AC	Teacher Resource Binder - Mixed, Treble, Tenor, Bass, Proficient. ISBN:00786677275	8.00	EA	88.50	OPT 708.00
1008AD	Teacher Resource Binder - Mixed, Advanced. ISBN: 0078667283	8.00	EA	71.49	OPT 571.92
1009	Assessment materials, Included in CLIN 1008	8.00	EA	0.00	OPT 0.00
1010	Training module (CD ROM, DVD, Video format)for use by DoDEA to train individuals or small groups in the use of the adopted material. (No Charge).	8.00	EA	0.00	OPT 0.00
1011	Staff Development Training	1.00	LT	NTE 25,000.00	NTE/OPT 25,000.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
1012	Travel Costs	1.00	LT	NTE 12,000.00	NTE/OPT 12,000.00
1013	Estimated Shipping (15%)  Option Year Two Date of Option Exercise through One Year	1.00	LT	34,566.75	OPT 34,566.75
2001	Teacher's Edition: Ensemble and solo music for unison, 2-part, 3- part, 4 part, all treble and mixed voices	1.00	LO	NSP	OPT NSP
2001AA	Unison Beginners ISBN 0078611059 (No Charge)	8.00	EA	NSP	OPT NSP
2001AB	Mixed Voices Intermediate ISBN 0078611091 (No Charge)	8.00	EA	NSP	OPT NSP
2001AC	Treble Intermediate ISBN 0078611121 (No Charge)	8.00	EA	NSP	OPT NSP
2001AD	Tenor Bass Voices Intermediate ISBN 0078611156 (No Charge)	8.00	EA	NSP	OPT NSP
2001AE	Mixed Voices Proficient ISBN 0078611202 (No Charge)	8.00	EA	NSP	OPT NSP
2001AF	Treble Proficient ISBN 0078611237 (No Charge)	8.00	EA	NSP	OPT NSP
2001AG	Tenor Bass Proficient ISBN 0078611261 (No Charge)	8.00	EA	NSP	OPT NSP
2002	Student's Text: Ensemble and solo music for unison,	1.00	LO	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	2-part, 3-part, 4-part, all treble and mixed voices.				
2002AA	Unison Beginners ISBN 0078611059	218.00	EA	19.98	OPT 4,355.64
2002AB	Mixed Voices Intermediate ISBN 0078611083	178.00	EA	19.98	OPT 3,556.44
2002AC	Treble Intermediate 0078611113	139.00	EA	19.98	OPT 2,777.22
2002AD	Tenor Bass Intermediate 0078611156	75.00	EA	19.98	OPT 1,498.50
2002AE	Mixed Proficient ISBN 0078611199	109.00	EA	19.98	OPT 2,177.82
2002AF	Treble Proficient ISBN 0078611229	81.00	EA	19.98	OPT 1,618.38
2002AG	Tenor Bass Proficient ISBN 0078611253	50.00	EA	19.98	OPT 999.00
2003	Teacher's Edition: Theory Included in CLIN 2001	8.00	EA	NSP	OPT NSP
2004	Student's Text: Theory Included in CLIN 2002	1.00	LO	NSP	OPT NSP
2005	Teacher's Edition: Technique Development Included in CLIN 2001	1.00	LO	NSP	OPT NSP
2006	Student's Text: Technique Development Included in CLIN 2002	1.00	LO	NSP	OPT NSP
2007	CDs or appropriate technology on the proper use of the series by teachers and students	8.00	BD	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	(No Charge)				
2007AA	CD's Performance Packs for Unison. ISBN:0078611067 (No Charge)	8.00	EA	NSP	OPT NSP
2007AB	CD's Performance Packs for Mixed, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
2007AC	CD's Performance Packs for Treble, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
2007AD	CD's Performance Packs for Tenor Bass, Intermediate. ISBN:007861113X (No Charge)	8.00	EA	NSP	OPT NSP
2007AE	CD's Performance Packs for Mixed, Proficient. ISBN:0078611210 (No Charge)	8.00	EA	NSP	OPT NSP
2007AF	CD's Performance Packs for Treble, Proficient. ISBN:0078611245 (No Charge)	8.00	EA	NSP	OPT NSP
2007AG	CD's Performance Packs for Tenor Bass, Proficient. ISBN:007861127X (No Charge)	8.00	EA	NSP	OPT NSP
2007AH	CD's Performance Packs for Mixed Voices, Advanced. ISBN:0078611318 (No Charge)	8.00	EA	NSP	OPT NSP
2008	Teacher's Resource Package /Materials	8.00	BD	NSP	OPT NSP
2008AA	Teacher Resource Binder - Unison, Beginners. ISBN:00786611180	8.00	EA	87.96	OPT 703.68
2008AB	Teacher Resource Binder - Mixed Voices, Tenor, Bass, Treble Intermdeiate. ISBN:0078611334	8.00	EA	71.97	OPT 575.76

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
2008AC	Teacher Resource Binder - Mixed, Treble, Tenor, Bass, Proficient. ISBN:0078667275	8.00	EA	88.50	OPT 708.00
2008AD	Teacher Resource Binder - Mixed, Advanced. ISBN: 0078667283	8.00	EA	71.49	OPT 571.92
2009	Assessment materials, Included in CLIN 2008	8.00	EA	0.00	OPT 0.00
2010	Training module (CD ROM, DVD, Video format)for use by DoDEA to train individuals or small groups in the use of the adopted material. (No Charge).	8.00	EA	0.00	OPT 0.00
2011	Staff Development Training	1.00	LT	NTE 25,000.00	NTE/OPT 25,000.00
2012	Travel Costs	1.00	LT	NTE 12,000.00	NTE/OPT 12,000.00
2013	Estimated Shipping (15%)	1.00	LT	34,566.75	OPT 34,566.75
	Option Year Three Date of Option Exercise through One Year				
3001	Teacher's Edition: Ensemble and solo music for unison, 2-part, 3- part, 4 part, all treble and mixed voices	1.00	LO	NSP	OPT NSP
3001AA	Unison Beginners ISBN 0078611059 (No Charge)	8.00	EA	NSP	OPT NSP
3001AB	Mixed Voices Intermediate ISBN 0078611091 (No Charge)	8.00	EA	NSP	OPT NSP
3001AC	Treble Intermediate ISBN 0078611121 (No Charge)	8.00	EA	NSP	OPT NSP
3001AD	Tenor Bass Voices Intermediate	8.00	EA	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
	ISBN 0078611156 (No Charge)				
3001AE	Mixed Voices Proficient ISBN 0078611202 (No Charge)	8.00	EA	NSP	OPT NSP
3001AF	Treble Proficient ISBN 0078611237 (No Charge)	8.00	EA	NSP	OPT NSP
3001AG	Tenor Bass Proficient ISBN 0078611261 (No Charge)	8.00	EA	NSP	OPT NSP
3002	Student's Text: Ensemble and solo music for unison, 2-part, 3-part, 4-part, all treble and mixed voices.	1.00	LO	NSP	OPT NSP
3002AA	Unison Beginners ISBN 0078611059	218.00	EA	19.98	OPT 4,355.64
3002AB	Mixed Voices Intermediate ISBN 0078611083	178.00	EA	19.98	OPT 3,556.44
3002AC	Treble Intermediate 0078611113	139.00	EA	19.98	OPT 2,777.22
3002AD	Tenor Bass Intermediate 0078611156	75.00	EA	19.98	OPT 1,498.50
3002AE	Mixed Proficient ISBN 0078611199	109.00	EA	19.98	OPT 2,177.82
3002AF	Treble Proficient ISBN 0078611229	81.00	EA	19.98	OPT 1,618.38
3002AG	Tenor Bass Proficient ISBN 0078611253	50.00	EA	19.98	OPT 999.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
3003	Teacher's Edition: Theory Included in CLIN 3001	8.00	EA	NSP	OPT NSP
3004	Student's Text: Theory Included in CLIN 3002	1.00	LO	NSP	OPT NSP
3005	Teacher's Edition: Technique Development Included in CLIN 3001	1.00	LO	NSP	OPT NSP
3006	Student's Text: Technique Development Included in CLIN 3002	1.00	LO	NSP	OPT NSP
3007	CDs or appropriate technology on the proper use of the series by teachers and students (No Charge)	8.00	BD	NSP	OPT NSP
3007AA	CD's Performance Packs for Unison. ISBN:0078611067 (No Charge)	8.00	EA	NSP	OPT NSP
3007AB	CD's Performance Packs for Mixed, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
3007AC	CD's Performance Packs for Treble, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
3007AD	CD's Performance Packs for Tenor Bass, Intermediate. ISBN:007861113X (No Charge)	8.00	EA	NSP	OPT NSP
3007AE	CD's Performance Packs for Mixed, Proficient. ISBN:0078611210 (No Charge)	8.00	EA	NSP	OPT NSP
3007AF	CD's Performance Packs for Treble, Proficient. ISBN:0078611245 (No Charge)	8.00	EA	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
3007AG	CD's Performance Packs for Tenor Bass, Proficient. ISBN:007861127X (No Charge)	8.00	EA	NSP	OPT NSP
3007AH	CD's Performance Packs for Mixed Voices, Advanced. ISBN:0078611318 (No Charge)	8.00	EA	NSP	OPT NSP
3008	Teacher's Resource Package /Materials	8.00	BD	NSP	OPT NSP
3008AA	Teacher Resource Binder - Unison, Beginners. ISBN:00786611180	8.00	EA	87.96	OPT 703.68
3008AB	Teacher Resource Binder - Mixed Voices, Tenor, Bass, Treble Intermdeiate. ISBN:0078611334	8.00	EA	71.97	OPT 575.76
3008AC	Teacher Resource Binder - Mixed, Treble, Tenor, Bass, Proficient. ISBN:00786677275	8.00	EA	88.50	OPT 708.00
3008AD	Teacher Resource Binder - Mixed, Advanced. ISBN: 0078667283	8.00	EA	71.49	OPT 571.92
3009	Assessment materials, Included in CLIN 3008	8.00	EA	0.00	OPT 0.00
3010	Training module (CD ROM, DVD, Video format)for use by DoDEA to train individuals or small groups in the use of the adopted material. (No Charge).	8.00	EA	0.00	OPT 0.00
3011	Staff Development Training	1.00	LT	NTE 25,000.00	NTE/OPT 25,000.00
3012	Travel Costs	1.00	LT	NTE 12,000.00	NTE/OPT 12,000.00
3013	Estimated Shipping (15%)  Option Year Four Date of Option Exercise Through One Year	1.00	LT	34,566.75	OPT 34,566.75

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4001	Teacher's Edition: Ensemble and solo music for unison, 2-part, 3- part, 4 part, all treble and mixed voices	1.00	LO	NSP	OPT NSP
4001AA	Unison Beginners ISBN 0078611059 (No Charge)	8.00	EA	NSP	OPT NSP
4001AB	Mixed Voices Intermediate ISBN 0078611091 (No Charge)	8.00	EA	NSP	OPT NSP
4001AC	Treble Intermediate ISBN 0078611121 (No Charge)	8.00	EA	NSP	OPT NSP
4001AD	Tenor Bass Voices Intermediate ISBN 0078611156 (No Charge)	8.00	EA	NSP	OPT NSP
4001AE	Mixed Voices Proficient ISBN 0078611202 (No Charge)	8.00	EA	NSP	OPT NSP
4001AF	Treble Proficient ISBN 0078611237 (No Charge)	8.00	EA	NSP	OPT NSP
4001AG	Tenor Bass Proficient ISBN 0078611261 (No Charge)	8.00	EA	NSP	OPT NSP
4002	Student's Text: Ensemble and solo music for unison, 2-part, 3-part, 4-part, all treble and mixed voices.	1.00	LO	NSP	OPT NSP
4002AA	Unison Beginners ISBN 0078611059	218.00	EA	19.98	OPT 4,355.64
4002AB	Mixed Voices Intermediate ISBN 0078611083	178.00	EA	19.98	OPT 3,556.44

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4002AC	Treble Intermediate 0078611113	139.00	EA	19.98	OPT 2,777.22
4002AD	Tenor Bass Intermediate 0078611156	75.00	EA	19.98	OPT 1,498.50
4002AE	Mixed Proficient ISBN 0078611199	109.00	EA	19.98	OPT 2,177.82
4002AF	Treble Proficient ISBN 0078611229	81.00	EA	19.98	OPT 1,618.38
4002AG	Tenor Bass Proficient ISBN 0078611253	50.00	EA	19.98	OPT 999.00
4003	Teacher's Edition: Theory Included in CLIN 4001	8.00	EA	NSP	OPT NSP
4004	Student's Text: Theory Included in CLIN 4002	1.00	LO	NSP	OPT NSP
4005	Teacher's Edition: Technique Development Included in CLIN 4001	1.00	LO	NSP	OPT NSP
4006	Student's Text: Technique Development Included in CLIN 4002	1.00	LO	NSP	OPT NSP
4007	CDs or appropriate technology on the proper use of the series by teachers and students (No Charge)	8.00	BD	NSP	OPT NSP
4007AA	CD's Performance Packs for Unison. ISBN:0078611067 (No Charge)	8.00	EA	NSP	OPT NSP
4007AB	CD's Performance Packs for Mixed, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4007AC	CD's Performance Packs for Treble, Intermediate. ISBN:0078611105 (No Charge)	8.00	EA	NSP	OPT NSP
4007AD	CD's Performance Packs for Tenor Bass, Intermediate. ISBN:007861113X (No Charge)	8.00	EA	NSP	OPT NSP
4007AE	CD's Performance Packs for Mixed, Proficient. ISBN:0078611210 (No Charge)	8.00	EA	NSP	OPT NSP
4007AF	CD's Performance Packs for Treble, Proficient. ISBN:0078611245 (No Charge)	8.00	EA	NSP	OPT NSP
4007AG	CD's Performance Packs for Tenor Bass, Proficient. ISBN:007861127X (No Charge)	8.00	EA	NSP	OPT NSP
4007AH	CD's Performance Packs for Mixed Voices, Advanced. ISBN:0078611318 (No Charge)	8.00	EA	NSP	OPT NSP
4008	Teacher's Resource Package /Materials	8.00	BD	NSP	OPT NSP
4008AA	Teacher Resource Binder - Unison, Beginners. ISBN:00786611180	8.00	EA	87.96	OPT 703.68
4008AB	Teacher Resource Binder - Mixed Voices, Tenor, Bass, Treble Intermdeiate. ISBN:0078611334	8.00	EA	71.97	OPT 575.76
4008AC	Teacher Resource Binder - Mixed, Treble, Tenor, Bass, Proficient. ISBN:0078667275	8.00	EA	88.50	OPT 708.00
4008AD	Teacher Resource Binder - Mixed, Advanced. ISBN: 0078667283	8.00	EA	71.49	OPT 571.92
					OPT

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$
4009	Assessment materials, Included in CLIN 4008	8.00	EA	0.00	0.00
4010	Training module (CD ROM, DVD, Video format)for use by DoDEA to train individuals or small groups in the use of the adopted material. (No Charge).	8.00	EA	0.00	OPT 0.00
4011	Staff Development Training	1.00	LT	NTE 25,000.00	NTE/OPT 25,000.00
4012	Travel Costs	1.00	LT	NTE 12,000.00	NTE/OPT 12,000.00
4013	Estimated Shipping (15%)	1.00	LT	34,566.75	OPT 34,566.75

SECTION I  
SF 1449 ADDENDUM

**A. Points of Contact:**

Contracting Officer: Vicki Liedel  
4040 N. Fairfax Drive, Arlington, VA  
Telephone: 703-588-3603  
FAX: 703-588-3713

Contract Specialist: Peter Kho  
4040 N. Fairfax Drive, Arlington VA  
Telephone: 703-588-3628  
FAX: 703-588-3713  
Peter.Kho@hq.dodea.edu

Contracting Officer's Representative (COR) Mark Bignell  
4040 N. Fairfax Drive, Arlington VA  
Telephone: 703-588-3114  
FAX: 703-588-XXXX

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

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

The Administration Office and Accounting & Appropriation Data, and the applicable ship to points will be specified on each delivery order issued against the contract (s). 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 complete 30 days after receipt of delivery order for parcel post shipments or 45 days after receipt of delivery order for freight shipments.

Initial procurement for delivery of materials will be accomplished through the DoDEA-HQ, Procurement Division, and 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: Music Program.**
- All correspondence shall include the contract number and delivery order number.
- All packing slips shall be clearly marked with the contract number, delivery order number, related contract line item number, ISBN, and description / title of materials.

**SECTION I**  
**SF 1449 ADDENDUM (cont.)**

**Proof of Shipment and Invoices:** Proof of shipment must accompany invoices to initiate the payment process. As designated in the individual delivery order, payment will be completed via Government Purchase Card or the appropriate Defense Finance Accounting Services (DFAS) office.

**D. INSPECTION AND ACCEPTANCE**

Inspection and Acceptance will take place at destination.

**E. FREIGHT ON BOARD (FOB) ORIGIN**

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

**F. 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.

**G. 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 Training. The Base period shall be 12-months from Date of Award, with the Government's option to extend the contract term for up to four (4) consecutive 12-month periods in accordance FAR 52.217-9, "Option to Extend the Term of the Contract."

## STATEMENT OF WORK (SOW)

### DoDEA 7-12 VOCAL AND/OR INSTRUMENTAL MUSIC PROGRAM

#### 1.0. BACKGROUND

1.1. The Department of Defense Education Activity (DoDEA) serves the educational needs of dependents of the military and civilian employees stationed in 14 foreign countries, 7 states, Puerto Rico, and Guam. DoDEA is responsible for establishing curriculum and purchasing instructional materials for students enrolled in its 222 schools. The school system offers a typical American education and uses materials and equipment comparable to stateside schools.

1.2. The procedures for updating curriculum materials every 6 years are defined in the DoDEA Curriculum Development Cycle. In accord with these curriculum cycle procedures, music educators have developed and written the DoDEA Music content standards to reflect the philosophy and trends established in the National Music Education Standards. The DoDEA Music content standards are posted at: [http://www.dodea.edu/instruction/curriculum/DoDEA\\_Content\\_Stand.htm](http://www.dodea.edu/instruction/curriculum/DoDEA_Content_Stand.htm).

#### 2.0. CONTRACT SCOPE:

2.1. The Contractor(s) shall provide vocal and/or instrumental music program materials for secondary school instruction in grades 7 through 12 that will enable students to achieve the DoDEA music content standards to include music curriculum program instructional materials and related professional development training.

2.2. The core instructional materials shall be ordered during the 12-month base performance period for initial introduction into DoDEA for school year (SY) 2005/2006 and full classroom implementation during SY 2006/2007. During each of the four 12-month option periods thereafter, if exercised, DoDEA will issue orders for the replenishment and replacement of instructional materials (estimated at 10% of the base year cost) and staff development as required by individual schools or areas.

#### 3.0. INSTRUCTIONAL MATERIALS REQUIREMENT: The Contractor(s) shall:

3.1. Ensure all Music Program materials/software adhere to the following standards

3.1.1. Materials shall be free of racial, color, national origin, age, disabling conditions, sexual, religious, and ethnic bias and shall present a balanced coverage of male and female artists/performers and multi-cultural music.

3.1.2. Materials shall enhance and support the opportunities for students to satisfy the DoDEA Music content standards.

3.1.3. Materials within each program shall include collaborative and cooperative learning techniques and developmentally appropriate activities. All teachers' materials shall include recommended activities for varying ability levels.

3.1.4. Materials shall be the most currently published. This includes software upgrades. All materials shall be supplied at the prices established under this contract throughout its duration.

3.1.2. Software shall be skill-age appropriate to ensure ease of use and capable of use in a stand-alone or network mode. This shall include annual site/user licenses for all software products initially adopted. Due to the variation in school configurations, products that can be loaded on and run from a server, or duplicated (e.g., electronic textbook) will need to have sufficient flexibility for 5 to 650 licensed users. Software upgrades shall be provided for the duration of this contract using Internet, email, and CD-ROM.

3.2. Provide Vocal Music Program Instructional Materials, to include:

3.2.1. Teacher's edition and Student texts: Ensemble and solo music for unison, 2-part, 3-part, 4-part, all treble and mixed voices

3.2.2. Teacher's and Student's editions: Theory Text

3.2.3. Teacher's and Student's editions: Technique Development Text

3.2.4. CD's or appropriate technology on the proper use of the series by the teacher and students.

3.2.5. Teacher's resource packages/materials comprised of print, non-print, and electronic materials that provide a comprehensive understanding of the principles and the philosophy presented. This includes materials such as, but not limited to, transparencies, posters, pictures on CD-ROM, content maps, etc, as well as:

3.2.5.1. Supplemental differentiated education lessons

3.2.5.2. Supplemental lessons infusing technology into the curriculum such as notation Software, Sequencing software, Artificial Accompaniment Software.

3.2.6. Teacher's lesson book

3.2.7. Appropriate assessment materials

3.2.8. A training module (CD ROM, DVD, Video format) that can be used by DoDEA to train individuals or small groups in the use of the adopted materials

3.3. Provide Instrumental Music Program (Band and Strings) Instructional Materials, to include:

3.3.1. Beginning band, intermediate band, advanced band, strings methods (approximately 5 percent) in beginning, intermediate, and advanced levels, and jazz education in beginning, intermediate, and advanced levels.

3.3.2. Teacher's and Student's editions for Instrumental Music Text

3.3.3. Teacher's and Student's editions for Theory Text

3.3.4. Teacher's and Student's editions for Technique Development Text

3.2.5 CD's or appropriate technology on the proper use of the series by the teacher and students

3.3.6. Teacher's resource packages/materials comprised of print, non-print, and electronic materials that provide a comprehensive understanding of the principles and the philosophy presented. This includes materials such as, but not limited to, transparencies, posters, pictures on CD-ROM, content maps, etc, as well as:

3.3.6.1. Supplemental differentiated education lessons.

3.3.6.2. Supplemental lessons infusing technology into the curriculum such as notation Software, Sequencing software, Artificial Accompaniment Software

3.3.6.3. Supplemental lessons incorporating keyboard, computer, MIDI, jazz, guitar, etc...  
3.3.6. Teacher's lesson book.

3.2.7. Assessment materials (traditional, alternative, informal, embedded, and performance tasks).

3.3.8. A training module (CD ROM, DVD) that can be used by DoDEA to train individuals or small groups in the use of the adopted materials in absence of personal training.

3.4. Use the following material estimates. The estimated quantity requirements for these materials during the base period of the contract is as follows:

<u>GRADE/PROGRAM</u>	<u>NO. OF STUDENTS</u>	<u>NO. OF TEACHERS</u>
7-12 Vocal Music Education	38,000	67
7-12 Instrumental Music Education	38,000	67

3.4.1. The estimated annual requirements for replacement and replenishment beyond the initial program year are approximately 10% of the base period quantities shown above. These estimates for base and option periods are for planning purposes only, and do not represent a commitment on the part of DoDEA that such quantities will be ordered.

3.4.2. The contractor(s) shall also make available to DoDEA during the course of this contract separately priced component elements of the various materials and packages described above.

**4.0. PERFORMANCE REQUIREMENT:** The Contractor(s) shall

4.1. Participate in a Post-Award Conference, within 30 days after contract award, to discuss the delivery and performance requirements in greater detail.

4.2. Deliver one complete set (each) of Vocal and /or Instrumental program materials to each of the 14 district fine arts liaisons, the 3 area specialists, and the Contracting Officer's Representative (COR) not later than 60 days after the contract award date.

4.3. Deliver 2 copies of any software purchased to the 3 Area IT chiefs not later than 1 week after date of contract award.

4.4. Deliver Program Materials to all schools not later than 45 days after receipt of a delivery order. DoDEA will provide school mailing addresses at the Post-Award Conference. The COR will identify quantities of program materials by school no later than 4 months after contract award.

4.5. Provide an updated instructional development program that helps correlate newly adopted vocal and instrumental music instructional materials with the Grades 7-12 music content standards as well as professional development training to help teachers effectively implement the new materials. These services shall include:

4.5.1. Transition Plan that indicates how proposed materials can help students move from the DoDEA 6<sup>th</sup> grade music series (McGraw-Hill Share the Music, 1999) into the 7<sup>th</sup> and 8<sup>th</sup> grade series will be delivered to the Contracting Officer's Representative (COR) not later than 30 days after the award of the contract.

4.5.2. Staff Development Plans: In collaboration with the COR, the Contractor(s), shall prepare a staff development plan for each program for the training of teachers at each grade level in the use of best practices in vocal and instrumental music instruction, and how their materials can help these practices. The staff development plan shall provide for implementation support and post-implementation in-service support, and shall accommodate approximately 67 music teachers.

4.5.2.1. The purpose of the staff development is to help teachers use the adopted materials in the most effective way to improve their knowledge and instructional strategies.

4.5.2.2. The staff development plan shall be submitted to the COR not later than 30 days after the Post-Award Conference.

4.5.2.3. Throughout the duration of the contract, the contractor may be requested to provide representatives for on-site consultations with Area Liaison personnel. All such consultation requests shall be accomplished by issuance of a delivery/task order.

4.5.3. Correlations: The contractor(s) shall provide a draft correlation of the 7-12 Music vocal and instrumental music instruction program materials that contain DoDEA music content standards to the COR not later than 60 days after the award. The contractor shall make all necessary adjustments and forward these revised documents to the COR within 30 days of receipt of requested changes.

4.5.4. Implementation Support Training: The contractor shall provide initial training at each district area, (Pacific, Europe, and DDESS (Peachtree City, Georgia) no later than 12 months after date of award.

4.5.5. Music Teachers' Training. The contractor shall provide music teacher training at three locations (Europe, Pacific, and Peachtree City, GA) based upon a pre-determined schedule established at the Post-Award Conference. A listing of these district offices shall be provided at the Post-Award Conference and in separate delivery orders.

4.5.5.1. Training shall incorporate and present a variety of teaching strategies, in lieu of lecture format, to involve the participants. At the end of each training session, the contractor's facilitator shall survey training session attendees for suggestion and comments and shall incorporate recommended changes in subsequent staff development training sessions.

4.5.5.3. As a result of this training, DoDEA music teachers shall be able to provide on-site training to other school staff members on the following elements:

- 4.5.5.3.1. Overview of program and instructional materials
- 4.5.5.3.2 Management of components;
- 4.5.5.3.3 Demonstration of lessons which integrate component parts;
- 4.5.5.3.4 Model effective and contemporary teaching;
- 4.5.5.3.5 Demonstration of special programs features;
- 4.5.5.3.6 Demonstration and instruction of how to assemble and use technological components: and
- 4.5.5.3.7 The inter-professional collaboration between music teachers and other curricular teachers in middle and high school.

4.5.5.2. Upon completion of the training, the contractor shall provide the music teachers with a complete set of training materials, transparencies, scripts, etc., for use in their respective schools.

4.5.6. Post-Implementation Support. The contractor shall provide professional/staff development in the option years (SY06 through SY10), as needed. All scheduled visits shall be determined by each District Fine Arts Liaison and executed by issuance of a delivery/task order.

**5.0. DELIVERABLES:** The contractor shall furnish all services to be performed and all items to be delivered in accordance with the following delivery schedule:

BASE YEAR: FY05 – Date of Award through 12 Months

Deliverable	SOW Para.Ref	Delivery Date
1. Two Sets (each) Vocal and/or Instrumental Program Software to Area IT Chiefs	4.3.	NLT 1 week after date of award
2. Post-Award Conference(s)	4.1.	NLT 30 days after date of award
3. Transition Plan(s)	4.5.1.	NLT 30 days after date of award
3. Eighteen Complete Sets (each) of Vocal and/or Instrumental Program Materials	4.2.	NLT 60 days after date of award
4. Staff Development Plan(s)	4.5.2.	NLT 30 days after Post Award Conference
5. Draft Correlation(s)	4.5.3.	NLT 60 days after date of award
6. Final Correlation(s)	4.5.3.	NLT 30 days after receipt of requested draft changes
6. Vocal and/or Instrumental Music Program Instructional Materials to Schools	3.2 and/or 3.3 4.4.	Within 45 days of Delivery Order Date
7. Implementation Support Training	4.5.4.	Complete NLT 12 months after date of award

- |   |                  |  |
|---|------------------|--|
| 8. Music Teachers' Training and Post Implementation Support | 4.5.5.<br>4.5.6. | As stated in Delivery Order Issued against this contract |
|---|------------------|--|

OPTION YEAR 1 (FY06-FY07), if exercised.

- |  |                |  |
|--|----------------|--|
| 1. Replacement & Replenishment of 2.2. Instructional Materials | 3.2 and/or 3.3 | As stated in Delivery Order issued against this contract |
| 2. Staff Development   | 4.5.2.3.       | As required  |

OPTION YEAR 2 (FY07-FY08), if exercised

- |  |                |  |
|--|----------------|--|
| 1. Replacement & Replenishment of 2.2. Instructional Materials | 3.2 and/or 3.3 | As stated in Delivery Order issued against this contract |
| 2. Staff Development   | 4.5.2.3.       | As required  |

OPTION YEAR 3 (FY08-FY09), if exercised

- |  |                |  |
|--|----------------|--|
| 1. Replacement & Replenishment of 2.2. Instructional Materials | 3.2 and/or 3.3 | As stated in Delivery Order issued against this contract |
| 2. Staff Development   | 4.5.2.3.       | As required  |

OPTION YEAR 4 (FY09-FY10), if exercised

- |  |                |  |
|--|----------------|--|
| 1. Replacement & Replenishment of 2.2. Instructional Materials | 3.2 and/or 3.3 | As stated in Delivery Order issued against this contract |
| 2. Staff Development   | 4.5.2.3.       | As required  |

### SECTION III

#### CONTRACT CLAUSES

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

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

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

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

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

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

(b) 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)

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

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

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

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

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

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

(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)

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

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

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

(End of clause)

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

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

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

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

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

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

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

Contractor shall not be required to make any deliveries under this contract after 60 months from date of award.

(End of clause)

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

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

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

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

(End of clause)

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$30,000;

(2) Any order for a combination of items in excess of \$500,000; or

(3) A series of orders from the same ordering office within fifteen days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within fifteen days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## Clauses Incorporated by Reference:

FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
FAR 52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995).
DFARS 252.204-7004	Alternate A (NOV 2003)
DFARS 252.243-7001	Pricing of Contract Modifications (Dec 1991)

## 2. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

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

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

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).

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).

52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

Alternate II (Oct 2001) of 52.219-9.

52.222-3, Convict Labor (May 2004) (E.O. 11755).

52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

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

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

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).

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

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).  
3301 note).

52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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)..

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (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) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

(End of clause)

### **3. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)**

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

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.

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.225-7001	Buy American Act and Balance of Payments Program (APR 2003)

- (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
  - 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
  - 252.247-7023 Transportation of Supplies by Sea (MAY 2002)
  - 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

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

(End of clause)

(END OF SECTION)