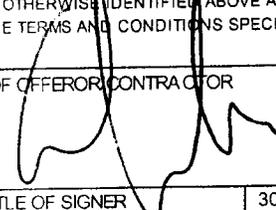


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1 REQUISITION NUMBER HE125420062830032		PAGE 1 OF 48				
2. CONTRACT NO HE1254-07-D-0008		3. AWARD/EFFECTIVE DATE 12-Jun-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
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: 511130 SIZE STANDARD: 500E			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		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE ITEM 9			CODE		
17a. CONTRACTOR/OFFEROR SANTILLANA USA PUBLISHING CARLA P. LEIVA 2105 NW 86TH AVE MIAMI FL 33122-1527 TEL. 800-245-8584			CODE 1L9Z1		18a. PAYMENT WILL BE MADE BY GOVERNMENT PURCHASE CARD HQ PROCUREMENT OFFICE ARLINGTON VA 22203			CODE HE1254		
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 checked="" 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							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,643,997.91 EST			
<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 <u>1</u> 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: 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 					30b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			30c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) MIQUEL A. TAPIA PRESIDENT			30c. DATE SIGNED June, 13, 2007		30d. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Vicki A. Liddel					

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

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

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
--------------------------------------------------------	-----------	---------------------------------------------------------------------

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
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

BASE YEAR

June 12, 2007 – June 13, 2008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FLES GRADE K FFP Comienzos FOB: Origin PURCHASE REQUEST NUMBER: HE125420062830032				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Student Kit FFP Includes: 20 Comienzos Student Activity Book and Cut-Out Card Booklet ISBN: 1-58986-169-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	230	Kit	\$701.95	\$161,448.50
				NET AMT	\$161,448.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Teacher Kit FFP Includes: Comienzos Teacher's Guide and Comienzos Cut-Out Card Posters - ISBN: 1-58986-853-6. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin PURCHASE REQUEST NUMBER: HE125420062830032	41	Each	\$227.95	\$9,345.95
				NET AMT	\$9,345.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FLES GRADE 1 FFP Canciones FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Student Kit FFP Includes: 20 Canciones Student Book, Activity Book and Masks ISBN: 1-58986-725-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	235	Kit	\$2,009.95	\$472,338.25
				NET AMT	\$472,338.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Teacher Kit FFP Includes: Canciones Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-59437-904-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	41	Each	\$426.95	\$17,504.95
				NET AMT	\$17,504.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FLES GRADE 2 FFP Animales FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Student Kit FFP Includes: 20 Animaes Student Book, Activity Book and Masks ISBN: 1-59437-726-X. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	130	Kit	\$2,009.95	\$261,293.50
				NET AMT	\$261,293.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Teacher Kit FFP Includes: Animaes Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-58986-857-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	27	Each	\$465.95	\$12,580.65
				NET AMT	\$12,580.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FLES GRADE 3 FFP Personas FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Student Kit FFP Includes: 20 Personas Student Book, Activity Book and Masks ISBN: 1-59437-727-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	130	Kit	\$2,009.95	\$261,293.50
				NET AMT	\$261,293.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Teacher Kit FFP Includes: Aniales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Picture Cards, and Classroom Library ISBN: 1-59437-908-4. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	27	Each	\$418.95	\$11,311.65
				NET AMT	\$11,311.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FLES GRADE 4 FFP Viajes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Student Kit FFP Includes: 20 Viajes Student Book, and Activity Book ISBN: 1-59820-281-2. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	100	Kit	\$1,347.95	\$134,795.00
				NET AMT	\$134,795.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	Teacher Kit FFP Includes: Viajes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-283-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	27	Each	\$366.95	\$9,907.65
				NET AMT	\$9,907.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FLES GRADE 5 FFP Puentes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Student Kit FFP Includes: 20 Puentes Student Book, and Activity Book ISBN: 1-59437-364-7. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	90	Kit	\$1,366.95	\$123,025.50
				NET AMT	\$123,025.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Teacher Kit FFP Includes: Puentes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-286-3. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	27	Each	\$353.95	\$9,556.65
				NET AMT	\$9,556.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Post Award Conference FFP FOB: Origin	2,146	Dollars, U.S.	\$1.00	\$2,146.00
				NET AMT	\$2,146.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0008	Professional Development Dry Run FFP FOB: Origin				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Professional Development FFP FOB: Origin	60	Each	\$350.00	\$21,000.00
				NET AMT	\$21,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0010	Online Modules (First Cut) FFP FOB: Origin		Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Correlations to Standards FFP FOB: Origin	1	Each	\$5,000.00	\$5,000.00
				NET AMT	\$5,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Shipping Cost COST Shipping will be at 9%. FOB: Origin		Dollars, U.S.		
				ESTIMATED COST	\$133,596.16 (EST.)

OPTION YEAR I

June 12, 2008 – June 13, 2009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	FLES GRADE K FFP Comienozos FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Student Kit FFP Includes: 20 Comienzos Student Activity Book and Cut-Out Card Booklet ISBN: 1-58986-169-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	20	Kit	\$701.95	\$14,039.00
NET AMT					\$14,039.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Teacher Kit FFP Includes: Comienzos Teacher's Guide and Comienzos Cut-Out Card Posters - ISBN: 1-58986-853-6. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	3	Each	\$227.95	\$683.85
NET AMT					\$683.85

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	FLES GRADE 1 FFP Canciones FOB: Origin				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	Student Kit FFP Includes: 20 Canciones Student Book, Activity Book and Masks ISBN: 1-58986-725-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	20	Kit	\$2,009.95	\$40,199.00
				NET AMT	\$40,199.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB OPTION	Teacher Kit FFP Includes: Canciones Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-59437-904-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	3	Each	\$426.95	\$1,280.85
				NET AMT	\$1,280.85

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	FLES GRADE 2 FFP Animales FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA OPTION	Student Kit FFP Includes: 20 Animales Student Book, Activity Book and Masks ISBN: 1-59437-726-X. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	85	Kit	\$2,009.95	\$170,845.75
				NET AMT	\$170,845.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB OPTION	Teacher Kit FFP Includes: Animales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-58986-857-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	14	Each	\$465.95	\$6,523.30
				NET AMT	\$6,523.30

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	FLES GRADE 3 FFP Personas FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AA OPTION	Student Kit FFP Includes: 20 Personas Student Book, Activity Book and Masks ISBN: 1-59437-727-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	85	Kit	\$2,009.95	\$170,845.75
NET AMT					\$170,845.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AB OPTION	Teacher Kit FFP Includes: Animales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Picture Cards, and Classroom Library ISBN: 1-59437-908-4. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	14	Each	\$418.95	\$5,865.30
NET AMT					\$5,865.30

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	FLES GRADE 4 FFP Viajes FOB: Origin				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AA OPTION	Student Kit FFP Includes: 20 Viajes Student Book, and Activity Book ISBN: 1-59820-281-2. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	100	Kit	\$1,347.95	\$134,795.00
				NET AMT	\$134,795.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB OPTION	Teacher Kit FFP Includes: Viajes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-283-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	27	Each	\$366.95	\$9,907.65
				NET AMT	\$9,907.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	FLES GRADE 5 FFP Puentes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AA OPTION	Student Kit FFP Includes: 20 Puentes Student Book, and Activity Book ISBN: 1-59437-364-7. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	90	Kit	\$1,366.95	\$123,025.50
NET AMT					\$123,025.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AB OPTION	Teacher Kit FFP Includes: Puentes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-286-3. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	27	Each	\$353.95	\$9,556.65
NET AMT					\$9,556.65

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Professional Development FFP FOB: Origin	30	Each	\$350.00	\$10,500.00
NET AMT					\$10,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Online Modules		Each		NSP
OPTION	FFP FOB: Origin				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Shipping Cost		Dollars, U.S.		
OPTION	COST Shipping will be at 9%. FOB: Origin				
				ESTIMATED COST	\$61,881.08 (EST.)

OPTION YEAR II

June 12, 2009 – June 13, 2010

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	FLES GRADE K				
OPTION	FFP Comienozos FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Student Kit FFP Includes: 20 Comienzos Student Activity Book and Cut-Out Card Booklet ISBN: 1-58986-169-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	105	Kit	\$701.95	\$73,704.75
				NET AMT	\$73,704.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Teacher Kit FFP Includes: Comienzos Teacher's Guide and Comienzos Cut-Out Card Posters - ISBN: 1-58986-853-6. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	36	Each	\$227.95	\$8,206.20
				NET AMT	\$8,206.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	FLES GRADE 1 FFP Canciones FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	Student Kit FFP Includes: 20 Canciones Student Book, Activity Book and Masks ISBN: 1-58986-725-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	105	Kit	\$2,009.95	\$211,044.75
NET AMT					\$211,044.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	Teacher Kit FFP Includes: Canciones Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-59437-904-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	36	Each	\$426.95	\$15,370.20
NET AMT					\$15,370.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	FLES GRADE 2 FFP Animales FOB: Origin				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA OPTION	Student Kit FFP Includes: 20 Animales Student Book, Activity Book and Masks ISBN: 1-59437-726-X. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	55	Kit	\$2,009.95	\$110,547.25
				NET AMT	\$110,547.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB OPTION	Teacher Kit FFP Includes: Animales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-58986-857-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	19	Each	\$465.95	\$8,853.05
				NET AMT	\$8,853.05

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	FLES GRADE 3 FFP Personas FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AA OPTION	Student Kit FFP Includes: 20 Personas Student Book, Activity Book and Masks ISBN: 1-59437-727-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	55	Kit	\$2,009.95	\$110,547.25
				NET AMT	\$110,547.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AB OPTION	Teacher Kit FFP Includes: Aniales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Picture Cards, and Classroom Library ISBN: 1-59437-908-4. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	19	Each	\$418.95	\$7,960.05
				NET AMT	\$7,960.05

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	FLES GRADE 4 FFP Viajes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AA OPTION	Student Kit FFP Includes: 20 Viajes Student Book, and Activity Book ISBN: 1-59820-281-2. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	80	Kit	\$1,347.95	\$107,836.00
				NET AMT	\$107,836.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AB OPTION	Teacher Kit FFP Includes: Viajes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-283-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	14	Each	\$366.95	\$5,137.30
				NET AMT	\$5,137.30

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	FLES GRADE 5 FFP Puentes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AA OPTION	Student Kit FFP Includes: 20 Puentes Student Book, and Activity Book ISBN: 1-59437-364-7. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	70	Kit	\$1,366.95	\$95,686.50
				NET AMT	\$95,686.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AB OPTION	Teacher Kit FFP Includes: Puentes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-286-3. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	14	Each	\$353.95	\$4,955.30
				NET AMT	\$4,955.30

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Professional Development FFP FOB: Origin	45	Each	\$350.00	\$15,750.00
				NET AMT	\$15,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Online Modules		Each		NSP
OPTION	FFP FOB: Origin				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Shipping Cost		Dollars, U.S.		
OPTION	COST Shipping will be at 9%. FOB: Origin				
				ESTIMATED COST	\$68,386.37 (EST.)

OPTION YEAR III

June 12, 2010 – June 13, 2011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	FLES GRADE K				
OPTION	FFP Comienozos FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Student Kit FFP Includes: 20 Comienzos Student Activity Book and Cut-Out Card Booklet ISBN: 1-58986-169-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	55	Kit	\$701.95	\$38,607.25
				NET AMT	\$38,607.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Teacher Kit FFP Includes: Comienzos Teacher's Guide and Comienzos Cut-Out Card Posters - ISBN: 1-58986-853-6. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	21	Each	\$227.95	\$4,786.95
				NET AMT	\$4,786.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	FLES GRADE 1 FFP Canciones FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA OPTION	Student Kit FFP Includes: 20 Canciones Student Book, Activity Book and Masks ISBN: 1-58986-725-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	55	Kit	\$2,009.95	\$110,547.25
				NET AMT	\$110,547.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB OPTION	Teacher Kit FFP Includes: Canciones Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-59437-904-1. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	21	Each	\$426.95	\$8,965.95
				NET AMT	\$8,965.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	FLES GRADE 2 FFP Animales FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA OPTION	Student Kit FFP Includes: 20 Aniales Student Book, Activity Book and Masks ISBN: 1-59437-726-X. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	110	Kit	\$2,009.95	\$221,094.50
NET AMT					\$221,094.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB OPTION	Teacher Kit FFP Includes: Aniales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Big Book, Picture Cards, and Classroom Library ISBN: 1-58986-857-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	36	Each	\$465.95	\$16,774.20
NET AMT					\$16,774.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	FLES GRADE 3 FFP Personas FOB: Origin				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AA OPTION	Student Kit FFP Includes: 20 Personas Student Book, Activity Book and Masks ISBN: 1-59437-727-8. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	110	Kit	\$2,009.95	\$221,094.50
NET AMT					\$221,094.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AB OPTION	Teacher Kit FFP Includes: Animales Teacher's Guide, Universal Access handbook, Assessments, Poster Book, Picture Cards, and Classroom Library ISBN: 1-59437-908-4. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	36	Each	\$418.95	\$15,082.20
NET AMT					\$15,082.20

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	FLES GRADE 4 FFP Viajes FOB: Origin				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AA OPTION	Student Kit FFP Includes: 20 Viajes Student Book, and Activity Book ISBN: 1-59820-281-2. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	55	Kit	\$1,347.95	\$74,137.25
				NET AMT	\$74,137.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AB OPTION	Teacher Kit FFP Includes: Viajes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-283-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	24	Each	\$366.95	\$8,806.80
				NET AMT	\$8,806.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	FLES GRADE 5 FFP Puentes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AA OPTION	Student Kit FFP Includes: 20 Puentes Student Book, and Activity Book ISBN: 1-59437-364-7. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	55	Kit	\$1,366.95	\$75,182.25
				NET AMT	\$75,182.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AB OPTION	Teacher Kit FFP Includes: Puentes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-286-3. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	24	Each	\$353.95	\$8,494.80
				NET AMT	\$8,494.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	Professional Development FFP FOB: Origin	45	Each	\$350.00	\$15,750.00
				NET AMT	\$15,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Online Modules		Each		NSP
OPTION	FFP FOB: Origin				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Shipping Cost		Dollars, U.S.		
OPTION	COST Shipping will be at 9%. FOB: Origin				
				ESTIMATED COST	\$72,321.65 (EST.)

OPTION YEAR IV

June 12, 2011 – June 13, 2012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	FLES GRADE 4				
OPTION	FFP Viajes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Student Kit FFP Includes: 20 Viajes Student Book, and Activity Book 1-59820-281-2. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	105	Kit	\$1,347.95	\$141,534.75
				NET AMT	\$141,534.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Teacher Kit FFP Includes: Viajes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-283-9. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	21	Each	\$366.95	\$7,705.95
				NET AMT	\$7,705.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	FLES GRADE 5 FFP Puentes FOB: Origin				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA OPTION	Student Kit FFP Includes: 20 Puentes Student Book, and Activity Book ISBN: 1-59437-364-7. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	105	Kit	\$1,366.95	\$143,529.75
				NET AMT	\$143,529.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB OPTION	Teacher Kit FFP Includes: Puentes Teacher's Guide, Assessments, and Classroom Library ISBN: 1-59820-286-3. DOES NOT INCLUDE CD's OR DVD's. FOB: Origin	21	Each	\$353.95	\$7,432.95
				NET AMT	\$7,432.95

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Professional Development FFP FOB: Origin	5	Each	\$350.00	\$1,750.00
				NET AMT	\$1,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Online Modules		Each		NSP
OPTION	FFP FOB: Origin				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Shipping Cost		Dollars, U.S.		
OPTION	COST Shipping will be at 9%. FOB: Origin				

ESTIMATED COST

\$27,018.31 (EST.)

ADMINISTRATION INFORMATION**A. POINTS OF CONTACT**

Contracting Officer:	Vicki Liedel 4040 N. Fairfax Drive, Procurement Division Arlington, VA 22203-1635 Telephone: 703-588-3603
Contract Specialist:	Anissa Burley 4040 N. Fairfax Drive, Procurement Division Arlington, VA 22203-1635 Telephone: 703-588-3618 FAX: 703-588-3713
Contracting Officer's Representative (COR)	Angela Davila 4040 N. Fairfax Drive, Education Division Arlington, VA 22203-1635 Telephone: 703-588-3145

The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other terms and conditions of the contract. Reference PART II – Section I, clause 252.201-7000 (Contracting Officer's Representative).

B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

The Administration Office and Accounting & Appropriation Data will be entered at time of issuance of delivery order. Payment will be made by Electronic Funds Transfer (EFT) to the account registered in the Central Contractor Registration (CCR) database.

C. INVOICING ADDRESS

1. Payment shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment. **PARTIAL INVOICES WILL NOT BE ACCEPTED.**

2. The Contractor shall submit an original invoice to:

Mail:	DoDEA PROCUREMENT DIVISION ATTN: INVOICE PROCESSING 4040 N FAIRFAX DRIVE, 4th FLOOR ARLINGTON VA 22203-1 635
Fax:	703-588-3713 ATTN: INVOICE PROCESSING

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

Contract award type shall be a Firm-Fixed Price, Requirements Type Contract. The Period of Performance shall be a 12 month base period from date of contract award with four 12 month option periods.

F. PROOF OF SHIPMENT

Proof of shipment shall accompany invoices to initiate the payment process. This shall be accomplished by submitting the Contractor's signed Certificate of Conformance as shown below:

CLAUSES INCORPORATED BY FULL TEXT

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

STATEMENT OF WORK**FLES SPANISH K-5**

1.0 BACKGROUND

- 1.1 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 approximately 90,000 students in seven states, thirteen foreign countries, Guam, and Puerto Rico. The number of students varies based on the deployment of military troops worldwide. DoDEA's curriculum, resources, and student achievement scores on standardized assessments compare favorably to high-performing US public schools.
- 1.2 DoDEA has three administrative areas. DDESS (Domestic Dependent Elementary and Secondary Schools) covers seven states, Puerto Rico, and (for administrative purposes) Cuba. DoDDS (Department of Defense Dependent Schools) is divided into DoDDS-Europe and DoDDS-Pacific. DoDDS-Europe consists of England, Germany, Italy, Belgium, Netherlands, Spain, Portugal, Turkey, and Bahrain. DoDDS-Pacific consists of Korea, Japan (including Okinawa), and (for administrative purposes) Guam. Specific school sites and enrollment data can be found on DoDEA's website: www.dodea.edu.

2.0 SCOPE

- 2.1 For its FLES (Foreign Language Elementary School) Spanish K-5 program, DoDEA requires literacy-based instructional materials that draw heavily on Hispanic children's literature as well as some American children's literature. These materials must support the DoDEA elementary foreign language initiative, which seeks to prepare students to meet the ever-increasing demands of an interdependent global community by enabling them to develop communication proficiency in Spanish.
- 2.2 These materials need to align with the DoDEA Foreign Language Content Standards and Proficiency Expectations for the FLES grades, which may be accessed on the DoDEA website at http://www.dodea.edu/instruction/curriculum/DoDEA_Content_Stand.htm. Although the DoDEA Standards are banded K-2 and 3-5, the Government will award one contract for grades K-5. DoDEA's FLES Standards are guided by the National Standards in Foreign Language Education prepared by the American Council on the Teaching of Foreign Languages (ACTFL).
- 2.3 *Planned Rollout:* The DoDEA FLES Spanish rollout will be in selected schools in DDESS, DoDDS-Europe, and DoDDS-Pacific in the Base Period. In the subsequent option periods, additional grade levels and schools will be added. It is expected that the rollout will follow a pattern similar to the one shown in the table shown below.

Contract	Grades K & 1	Grades 2 & 3	Grades 4 & 5
Base Period	Cohorts 1 & 2	Cohort 1	---
Option Period 1	Cohort 3	Cohort 2	Cohort 1
Option Period 2	Cohort 4	Cohorts 3 & 4	Cohort 2
Option Period 3	Cohort 5	Cohort 5	Cohort 3 & 4
Option Period 4	---	---	Cohort 5

3.0 GENERAL REQUIREMENTS

- 3.1 It is anticipated that materials will be purchased for availability to DoDEA teachers in the summer of 2007. The term of the contract shall be for a base period for 12 months from the date of contract award with four 12-month Option Periods (per tables in 2.3 and 4.4.)
- 3.2 The Contractor shall provide for the delivery of student textbooks and supplementary materials, teacher editions and related resources, per the tables in 5.4. The Government will provide the breakdown of the number and levels of consumables required at the time that a delivery order is issued.
 - 3.2.1 In the Base Year, the Contractor shall deliver all FLES materials to identified FLES DoDEA schools and one set of materials to the Contracting Officer's Representative (COR) and the three Area instructional systems specialists within 14 days after receipt of a delivery order for schools in the US and within 21 days after receipt of a delivery order for schools in Europe and the Pacific.
 - 3.2.2 In Option Periods, materials shall be delivered within 21 days of receiving a delivery order.
- 3.3 The Contractor shall make all materials available throughout the duration of the curriculum adoption period and assure that the copyright dates of these materials remain unchanged for the entire contract period.

4.0 PROGRAM REQUIREMENTS

- 4.1 The Contractor shall provide published copyrighted instructional materials, software, technical support (if applicable) and professional development for the Contractor' FLES Spanish materials adopted by DoDEA. They shall consist of such materials as student textbooks, student workbooks, teacher editions, teacher resource materials, assessment materials, and digital courseware such as online, CD-ROM, downloadable material, CDs, or videos, DVDs, integral to the implementation of the curriculum.
- 4.2 Materials that are deemed unacceptable in the DoDEA material review shall be excluded from consideration for award.
- 4.3 All materials shall:
 - 4.3.1 Be consistent with material available to school systems in the United States.
 - 4.3.2 Have the most recent copyright date, which must be no earlier than 2000.
 - 4.3.3 Include learning strategies and age- and developmentally-appropriate activities that address a variety of proficiency levels.
 - 4.3.4 Be suitable for use by teachers who have basic knowledge of Spanish.
 - 4.3.5 Be free of racial, color, national origin, age, disabling conditions, sexual, religious, and ethnic bias, and shall present a balanced coverage of multi-cultural contributions, where appropriate.
- 4.4 The estimated quantity of instructional materials required during the Base and Option Periods is shown in the tables below. It does not guarantee or confirm the actual order quantity.

Categories	School Year	Estimated # of New FLES Schools	Estimated # of FLES New Teachers
Base Period	SY07-08	44	60
Option Y1	SY08-09	4	30
Option Y2	SY09-10	35	45
Option Y3	SY10-11	30	45
Option Y4	SY11-12	2	5
Totals		115	185

Categories	Estimated Enrollment by Grade					
	K	1	2	3	4	5
Base Period	4,600	4,700	2,600	2,600	2,000	1,800
Option Y1	400	400	1,700	1,700	2,000	1,800
Option Y2	2,100	2,100	1,100	1,100	1,600	1,400
Option Y3	1,100	1,100	2,200	2,200	1,100	1,100
Option Y4	1,100	1,100	2,200	2,200	2,100	2,100

Categories	Estimated Classrooms by Grade					
	K	1	2	3	4	5
Base Period	41	41	27	27	27	27
Option Y1	3	3	14	14	27	27
Option Y2	36	36	19	19	14	14
Option Y3	21	21	36	36	24	24
Option Y4	21	21	36	36	21	21

- 4.5 Professional Development: The Contractor shall train DoDEA teachers how the materials should be used to help students meet DoDEA's content standards for FLES Spanish.
- 4.5.1 The Contractor shall provide up to three days of face-to-face professional development in the summers of 2007 (Base Period) and 2008 (Option Period 1, if exercised) for DoDEA FLES teachers and area/district instructional systems specialists. Electronic versions of the professional development modules used during training shall be given to the COR and posted to the DoDEA Foreign Language Blackboard site for continued reference by DoDEA educators.
- 4.5.2 In the Option Periods, if exercised, the Contractor shall provide professional development for DoDEA FLES teachers and area/district instructional systems specialists. The Government will work with the Contractor to design and facilitate the Option Period trainings. After face-to-face professional development has been completed by the end of Option Period 2, the professional development delivery model shall either be stand-alone presentational modules or website access

trainings and available to all DoDEA staff. Electronic versions of professional development modules used during Option Period training(s) shall be given to the COR and posted to the DoDEA Foreign Language Blackboard site for continued reference by DoDEA educators.

- 4.6 *Post-Award Conference:* No later than 15 business days after contract award, a 1-day meeting at DoDEA HQ in Arlington, Virginia at which time the COR and other DoDEA staff will meet with the Contractor to review the contract, coordinate details associated with the delivery of core instructional materials for each course in the quantities ordered for each school, discussion of the post-award professional development actions that include the final Professional Development Plan, travel, dry run, training, and schedules.
- 4.7 *Post-Award Professional Development Actions:* After the contract award, the following will occur: (1) the development of a Professional Development Plan, (2) Correlations to DoDEA FL Standards & Proficiency Expectations Document, (3) Classroom Observational Guide, (4) “Dry Run” of the Professional Development presentation prior to the actual training, and (5) revisions to the Professional Development presentation based on the “Dry Run”.
- 4.7.1 *Professional Development Plan Components:* The Contractor shall develop the plan in collaboration with the COR. It shall include (2) training modules and materials, provided by the Contractor and (2) unit design, including lesson objectives and alignment to the DoDEA Foreign Language Standards and Proficiency Expectations and their relationship to key items in the DoDEA Quality Indicator Map (QIM). The Standards and QIM may be accessed at http://www.dodea.edu/instruction/curriculum/DoDEA_Content_Stand.htm and www.dodea.edu/instruction/curriculum/QIMap/QIMapfinal.doc, respectively.
- 4.7.2 *Training Modules:* They shall provide (a) in-depth knowledge of the curriculum, instruction, and assessment relative to the FLES program materials, and (b) follow-up training for area/district instructional systems specialists on the skills needed in using the curriculum materials. The modules shall directly support DoDEA’s Foreign Language Standards & Proficiency Expectations (FLES portions), and the DoDEA QIM.
- 4.7.3 *Unit Design:* Using the Contractor’s materials, DoDEA’s Foreign Language Standards statements (FLES portions) shall be translated into lesson objectives answering the following questions:
- What do I want students to know and be able to do?
 - What knowledge/skills do students need to have prior to instruction, including consideration of their level of Spanish proficiency?
 - How will I measure student progress in meeting the DoDEA Foreign Language Standards and Proficiency Expectations (FLES portions)?
 - What instructional techniques will help *all* students to meet the DoDEA Foreign Language Standards and Proficiency Expectations (FLES portions)?
- The following key QIM items (5.7.1) shall be referenced in the unit design:*
- C-1. Standards provide the foundation for design, content, and delivery of instruction
 - C-2. The teacher possesses content knowledge, an understanding of its relation to standards, and a facility in adapting content to allow all students access to standards.
 - C-4. Approved/appropriate materials correlated to standards are used for instructions
 - I-2. Students are meaningfully engaged throughout the learning process.
 - I-3 Students have multiple and varied opportunities to meet/exceed the standards.

- I-7. Technology is meaningfully integrated throughout instruction to support student achievement of the DoDEA FL Standards.
 - E-2. Instructional time is maximized to support all students in meeting/exceeding the standards
 - A-2. Assessment is used to measure and improve standards-based student performance.
- 4.8 *Standards Alignment Correlation Documents*: The Contractor shall provide a correlation document showing alignment of course materials with the 1999 ACTFL national standards, on which the DoDEA Foreign Language Content Standards and Proficiency Expectations (FLES portions) are based.
- 4.9 *Classroom Observational Guide*: The Contractor shall develop a 1-page Classroom Observational Guide (checklist) listing key components of program materials and research-based best teaching strategies observers should see when visiting FLES Spanish K-5 classrooms.
- 4.10 *Dry Run and Revisions to the Professional Development*: No later than 30 days after the award, the Contractor shall present a dry run of the training at DoDEA HQ in Arlington, Virginia. The presenters shall include the actual trainer(s) that the Contractor will use in the summer trainings. The dry run and subsequent discussion is expected to last one day. The Contractor shall make revisions to the modules and materials prior to the professional development training, which is expected to take place in July, 2007 (5.5.1 and 5).
- 4.11 *Professional Development Training 2007*: This training shall consist of up to three days of face-to-face training (prior to the actual use of instructional materials in the classroom) during July 2007, at a location provided by DoDEA in Northern Virginia or Peachtree City, Georgia. The Contractor shall be reimbursed for travel and per diem in accordance with the Joint Travel Regulation. The Contractor shall provide the facilitator(s) and all training materials to an audience of approximately 70-80 participants consisting primarily of FLES Spanish teachers and area/district instructional systems specialists. This training shall address the organization and content of adopted curriculum materials and the ways they should be used for maximum learning. It shall include any technology training necessary to fully implement the materials required in the curriculum.
- 4.11.1 *Professional Development Training 2008*: If exercised, this option shall consist of up to three days of face-to-face training (prior to actual use of instructional materials in the classroom) during July 2008, at a location provided by DoDEA in Northern Virginia or Peachtree City, Georgia. The Contractor shall be reimbursed for travel and per diem in accordance with the Joint Travel Regulation. The Contractor shall provide the facilitator(s) and all training materials to an audience of approximately 70-80 participants consisting primarily of FLES Spanish teachers and area/district instructional systems specialists. This training shall address the organization and content of adopted curriculum materials and the ways they should be used for maximum learning. It shall include any technology training necessary to fully implement the materials required in the curriculum.
- 4.12 *Other Professional Development Actions*: In the Option Periods, the Government may require follow-up training modules and/or follow-up professional development. If such services are required, the Government will negotiate separate delivery orders with the Contractor. All coordination for work at areas, districts, or schools shall be made through the COR. More specific information is presented below.
- 4.12.1 *Follow-Up Online Modules*: The Government may request follow-up modules to provide more intensive teacher assistance and instructional models. If required, these modules shall (1)

demonstrate model lessons and best practices appropriate for the grade level, (2) be developed in coordination with the COR, and (3) be determined at the exercise of each Option Period under this contract.

- 4.12.2 *Follow-Up-Professional Development Training*: If required, the Contractor shall provide experienced facilitator(s) for training of area/district instructional systems specialists and teachers, which shall include training modules and tools for delivery such as outlines, scripts, agendas, online courses, transparencies, and support materials DVDs, and videos for use during training. If this training is required, all agendas shall be developed and visitation schedules formulated in coordination with the COR and shall be determined at the exercise of each Option Period under this contract.

5.0 TECHNICAL REQUIREMENTS

- 5.1 All instructional videos or DVDs must be Section 508 compliant.
- 5.2 All online courses and instructional software must be compatible with DoDEA's school-level technology and meet DoDEA security requirements. All software will undergo preliminary testing to ensure that it poses no security risk. Failure to meet DoDEA's technology requirements will exclude the Offeror's proposal from further evaluation.
- 5.3 DoDEA requires use of software which may be installed and/or accessed in a stand-alone environment, a network environment or web-based environment. All web-based products must operate within a minimum 56k rate of connectivity.
- 5.4 All software tools must work from the generic student login and shall not require any special user access or user rights.
- 5.5 All windows, fly-out menus, etc. must work from within an environment that blocks popup windows.
- 5.6 The Contractor shall deliver any online materials on a web-based platform and provide course or video files in QuickTime v.6.0+ and Windows Media v.9+ formats, and /or Flash 6+ format that are accessible from a 56k modem or higher and are compatible with the hardware and operating system requirements listed below:

Specifications	Minimum	Maximum
Memory	128 Mb	512 Mb
Hard Drive	40 Gb	120 Gb
Processor	P4 – 2.4 GHz	P4 – 3.0 GHz
Operating System	Windows XP	Windows XP

- 5.7 *Technical Support and Reports*: Online technical support shall be available to meet the needs of DoDEA's educators. Response time shall be 24 hours, not to include weekends. The Contractor's POC shall work directly with the Areas when problems arise.
- 5.7.1 The Contractor shall submit to the COR on a monthly basis in the Base Period (and annually in the Option Periods) the answers to FAQ based on the most commonly reported problems.
- 5.8 *Software Maintenance and Upgrades*: Maintenance support shall be renewable for the four Option Periods. 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. 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. The Contractor 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. The COR in collaboration with the IT Division will ensure that the upgrades or revisions are compatible with existing school-level technology prior to issuing a delivery order.

6.0 PERFORMANCE AND DELIVERY SCHEDULE

6.1 The Contractor shall furnish all services to be performed and all items to be delivered in accordance with the following delivery schedule:

Contract Year	Item	Ref.	Timeline
Base Period	▪ Post-Award Conference	4.6	NLT 15 business days after award
	▪ <i>Post-Award Professional Development Actions:</i>	4.7	NLT 30 days after award
	—Professional Development Plan	4.7.1	
	—Standards Alignment	4.8	
	—Dry Run and Revisions	4.10	
	Face-to-Face Professional Development	4.5.1	July, 2007
	▪ Delivery of K-1 and 2-3 Materials	3.2.1	<i>US schools:</i> 14 days after receipt of delivery order <i>Overseas schools:</i> 21 days after receipt of delivery order
	▪ Classroom Observation Guide	4.9	August, 2007
	▪ Technical Support (if applicable)	5.6, 5.7	Ongoing
▪ Frequently Asked Questions (FAQ)	5.7.1	Monthly	
Option Period 1	▪ Face-to-Face Professional Development	4.5.2	July 2008
	▪ Technical Support (if applicable)	5.6, 5.7	Ongoing
	▪ Frequently Asked Questions (FAQ)	5.7.1	Monthly
Option Period 2	▪ Delivery of Materials	3.2.2	21 days after receipt of delivery order
	▪ Website Access to Professional Development	5.5.2	Summer 2009 (Prior to opening of schools)
	▪ Technical Support (if applicable)	5.6, 5.7	Ongoing
Option Period 3	▪ Frequently Asked Questions (FAQ)	5.7.1	Monthly
	▪ Delivery of Materials	3.2.2	21 days after receipt of delivery order
Option Period 3	▪ Technical Support (if applicable)	5.6, 5.7	Ongoing
	▪ Frequently Asked Questions (FAQ)	5.7.1	Monthly

Contract Year	Item	Ref.	Timeline
	▪ Delivery of Materials	3.2.2	21 days after receipt of delivery order
Option Period 4	▪ Technical Support (if applicable)	5.6, 5.7	Ongoing
	▪ Frequently Asked Questions (FAQ)	5.7.1	Monthly
	▪ Delivery of Materials	3.2.2	21 days after receipt of delivery order

7.0 CONTRACTOR TRAVEL COSTS

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

8.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

As provided within the contract schedule only, the COR may provide direction and answer the questions related to the development of the products. However, the COR is not authorized to approve/authorize any change to the contract scope of work or additional charge to the contract. That authority resides solely with the Contracting Officer.

9.0 CRIMINAL BACKGROUND CHECKS

In the event that unescorted access to facilities is required by contract, a satisfactory criminal background check must first be performed on each identified contract employee prior to unsupervised student contact or unescorted facility access being granted. Proof of an acceptable background check must be presented to the COR. For U.S. Citizens – Unescorted Access –each contractor employee must pass a background check in accordance with reference (c). For Non-U.S. Citizens–Unescorted Access–a local host nation police background check is the only background check requirement (Re: DoDI 1402.5, "Criminal History Background Checks on Individuals in Child Care Services," January 19, 1993 and DoDI 200.16, "DoD Antiterrorism Standards," June 14, 2001).

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007) (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 (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (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)

52.216-18 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 60 months.

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

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

(End of clause)

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.

(End of clause)

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.

(End of clause)

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 before the contract expires; 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)

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:

<http://www.acqnet.gov/far>
<http://www.farsite.hill.af.mil>

DFAR:

<http://www.acq.osd.mil/dpap/dars/dfars>
 (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 DFAR (48 CFR 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 2007) (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 (MAR 2007) (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).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (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)