

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 128	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HE125423R0002	
6. SOLICITATION ISSUE DATE 16-Mar-2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROLYN WENDT		b. TELEPHONE NUMBER (No Collect Calls) 571-372-1481	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 18 Apr 2023		9. ISSUED BY DOD EDUCATION ACTIVITY ATTN: PROCUREMENT DIVISION 4800 MARK CENTER DRIVE SUITE 05F09-02 ALEXANDRIA VA 22350-1400 TEL: FAX:		CODE HE1254		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 513130 SIZE STANDARD: 1,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA TEL: PROVIDED ON DELIVERY ORDER FAX:		CODE HE1254		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 128	
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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	Core Student Resources Bundle FFP Core Instruction and Core Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0001AA - 0001AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Core Student Resources Consumable FFP Core Instruction and Core Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0002AA - 0002AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0003	Core Teacher Resources Bundle FFP Core Instruction and Core Intervention Teacher Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0003AA - 0003AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0004AA - 0004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005	Core Manipulative Kit FFP Core Instruction and Core Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0005AA - 0005AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006	Strategic Student Resources Bundle FFP Strategic Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0006AA - 0006AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0007	<p>Strategic Student Resources Consumable FFP</p> <p>Strategic Instruction and Strategic Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1.</p> <p>Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0007AA - 0007AF, grades K-5.</p> <p>MINIMUM QUANTITY: 1</p> <p>MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)</p>				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0008	<p>Strategic Teacher Resources Bundle FFP</p> <p>Strategic Intervention Teacher Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1.</p> <p>Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0008AA - 0008AF, grades K-5.</p> <p>MINIMUM QUANTITY: 1</p> <p>MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)</p>				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0009	<p>Strategic Teacher Guide FFP Strategic Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0009AA - 0009AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0010	<p>Strategic Manipulative Kit FFP Strategic Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 0010AA - 0010AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)</p>				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Other Educator Digital Resources FFP Other Educator Digital Resources IAW PWS and TE #1: 1.2.9 Offeror complete Attachment #1 Pricing Sheet for CLIN 0011. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	500	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Shipping - CONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to CONUS schools within 30 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 0012. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	Shipping - OCONUS FFP Shipping of print materials and manipulatives to OCONUS schools within 45 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 0013. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	Technical Support FFP Technical Support IAW PWS Task 3: 2.1.3.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 0014. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	60	Months		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	Above-School-Level Professional Learning FFP Live, Virtual Above-School-Level Professional Learning IAW PWS Task 1: 2.1.1. Offeror complete Attachment #1 Pricing Sheet for CLIN 0015. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	108	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	Teacher & Instructional Support PL FFP Asynchronous Interactive Teacher and School-Based Strategic Instructional Support Specialists Professional Learning IAW PWS Task 2: 2.1.2.2. Includes Core Instruction and Intervention (Base Year 1 - 6 hours) and Strategic Intervention (Base Year 1 - 6 hours). Offeror complete Attachment #1 Pricing Sheet for CLIN 0016. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	12	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Professional Learning Administrators FFP Asynchronous Professional Learning Administrators IAW PWS Task 2: 2.1.2.3. Includes Core Instruction and Intervention (Base Year 1 - 3 hours) and Strategic Intervention (Base Year 1 - 3 hours). Offeror complete Attachment #1 Pricing Sheet for CLIN 0017. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	6	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Standards Correlation Alignment FFP Standards Correlation Alignment IAW PWS TE#1: 1.2.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 0018. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Core Student Resources Bundle FFP Core Instruction and Core Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1001AA - 1001AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Core Student Resources Consumable FFP Core Instruction and Core Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1002AA - 1002AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Core Teacher Resources Bundle FFP Core Instruction and Core Intervention Teacher Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1003AA - 1003AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1004AA - 1004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Core Manipulative Kit FFP Core Instruction and Core Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1005AA - 1005AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Strategic Student Resources Bundle FFP Strategic Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1006AA - 1006AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Strategic Student Resources Consumable FFP Strategic Instruction and Strategic Intervention Student Resources Consumable in accordance with Performance Work Statement(PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1007AA - 1007AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Strategic Teacher Resources Bundle FFP Strategic Intervention Teacher Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1008AA - 1008AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	Strategic Teacher Guide FFP Strategic Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1009AA - 1009AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	Strategic Manipulative Kit FFP Strategic Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 1010AA - 1010AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	Other Educator Digital Resources FFP Other Educator Digital Resources IAW PWS and TE #1: 1.2.9 Offeror complete Attachment #1 Pricing Sheet for CLIN 1011. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	500	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012	Shipping - CONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to CONUS schools within 30 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 1012. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1013 OPTION	Shipping - OCONUS FFP Shipping of print materials and manipulatives to OCONUS schools within 45 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 1013. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1014 OPTION	Technical Support FFP Technical Support IAW PWS Task 3: 2.1.3.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 1014. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	12	Months		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1015 OPTION	Above-School-Level Professional Learning FFP Live, Virtual Above-School-Level Professional Learning IAW PWS Task 1: 2.1.1. Offeror complete Attachment #1 Pricing Sheet for CLIN 1015. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	18	Hours		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Core Student Resources Bundle FFP Core Instruction and Core Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2001AA - 2001AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)	UNDEFINED			
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Core Student Resources Consumable FFP Core Instruction and Core Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2002AA - 2002AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Core Teacher Resources Digital FFP Core Instruction and Core Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2003AA - 2003AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2004AA - 2004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Core Manipulative Kit FFP Core Instruction and Core Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2005AA - 2005AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Strategic Student Resources Bundle FFP Strategic Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2006AA - 2006AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Strategic Student Resources Consumable FFP Strategic Instruction and Strategic Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2007AA - 2007AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Strategic Teacher Resources Digital FFP Strategic Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2008AA - 2008AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Strategic Teacher Guide FFP Strategic Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2009AA - 2009AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	Strategic Manipulative Kit FFP Strategic Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 2010AA - 2010AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY 500	UNIT Each	UNIT PRICE	MAX AMOUNT
2011 OPTION	Other Educator Digital Resources FFP Other Educator Digital Resources IAW PWS and TE #1: 1.2.9 Offeror complete Attachment #1 Pricing Sheet for CLIN 2011. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012 OPTION	Shipping - CONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to CONUS schools within 30 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 2012. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2013 OPTION	Shipping - OCONUS FFP Shipping - OCONUS: Shipping of print materials and manipulatives to OCONUS schools within 45 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 2013. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2014 OPTION	Technical Support FFP Technical Support IAW PWS Task 3: 2.1.3.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 2014. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	12	Months		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2015 OPTION	Above-School-Level Professional Learning FFP Live, Virtual Above-School-Level Professional Learning IAW PWS Task 1: 2.1.1. Offeror complete Attachment #1 Pricing Sheet for CLIN 2015. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	18	Hours		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Core Student Resources Bundle FFP Core Instruction and Core Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3001AA - 3001AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Core Student Resources Consumable FFP Core Instruction and Core Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3002AA - 3002AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Core Teacher Resources Digital FFP Core Instruction and Core Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3003AA - 3003AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3004AA - 3004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Core Manipulative Kit FFP Core Instruction and Core Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3005AA - 3005AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Strategic Student Resources Bundle FFP Strategic Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3006AA - 3006AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	Strategic Student Resources Consumable FFP Strategic Instruction and Strategic Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3007AA - 3007AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	Strategic Teacher Resources Digital FFP Strategic Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3008AA - 3008AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3009 OPTION	Strategic Teacher Guide FFP Strategic Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3009AA - 3009AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3010 OPTION	Strategic Manipulative Kit FFP Strategic Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 3010AA - 3010AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011 OPTION	Other Educator Digital Resources FFP Other Educator Digital Resources IAW PWS and TE #1: 1.2.9 Offeror complete Attachment #1 Pricing Sheet for CLIN 3011. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	500	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3012 OPTION	Shipping - CONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to CONUS schools within 30 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 3012. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3013 OPTION	Shipping - OCONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to OCONUS schools within 45 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 3013. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3014 OPTION	Technical Support FFP Technical Support IAW PWS Task 3: 2.1.3.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 3014. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3015 OPTION	Above-School-Level Professional Learning FFP Live, Virtual Above-School-Level Professional Learning IAW PWS Task 1: 2.1.1. Offeror complete Attachment #1 Pricing Sheet for CLIN 3015. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	18	Hours		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Core Student Resources Bundle FFP Core Instruction and Core Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4001AA - 4001AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Core Student Resources Consumable FFP Core Instruction and Core Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4002AA - 4002AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Core Teacher Resources Digital FFP Core Instruction and Core Intervention Teacher Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4003AA - 4003AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4004AA - 4004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Core Manipulative Kit FFP Core Instruction and Core Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4005AA - 4005AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	Strategic Student Resources Bundle FFP Strategic Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4006AA - 4006AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	Strategic Student Resources Consumable FFP Strategic Instruction and Strategic Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4007AA - 4007AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	Strategic Teacher Resources Digital FFP Strategic Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4008AA - 4008AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4009 OPTION	Strategic Teacher Guide FFP Strategic Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4009AA - 4009AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4010 OPTION	Strategic Manipulative Kit FFP Strategic Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 4010AA - 4010AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY 500	UNIT Each	UNIT PRICE	MAX AMOUNT
4011 OPTION	Other Educator Digital Resources FFP Other Educator Digital Resources IAW PWS and TE #1: 1.2.9 Offeror complete Attachment #1 Pricing Sheet for CLIN 4011. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4012 OPTION	Shipping - CONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to CONUS schools within 30 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 4012. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4013 OPTION	Shipping - OCONUS FFP Shipping - OCONUS: Shipping of print materials and manipulatives to OCONUS schools within 45 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 4013. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4014 OPTION	Technical Support FFP Technical Support IAW PWS Task 3: 2.1.3.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 4014. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	12	Months		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4015 OPTION	Above-School-Level Professional Learning FFP Live, Virtual Above-School-Level Professional Learning IAW PWS Task 1: 2.1.1. Offeror complete Attachment #1 Pricing Sheet for CLIN 4015. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	18	Hours		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5001 OPTION	Core Student Resources Bundle FFP Core Instruction and Core Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5001AA - 5001AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5002 OPTION	Core Student Resources Consumable FFP Core Instruction and Core Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5002AA - 5002AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5003 OPTION	Core Teacher Resources Digital FFP Core Instruction and Core Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5003AA - 5003AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5004 OPTION	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5004AA - 5004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5005 OPTION	Core Teacher Guide FFP Core Instruction and Core Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5004AA - 5004AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5006 OPTION	Strategic Student Resources Bundle FFP Strategic Intervention Student Resources Bundle in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5006AA - 5006AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5007 OPTION	Strategic Student Resources Consumable FFP Strategic Instruction and Strategic Intervention Student Resources Consumable in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5007AA - 5007AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5008 OPTION	Strategic Teacher Resources Digital FFP Strategic Intervention Teacher Resources Digital License in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5008AA - 5008AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5009 OPTION	Strategic Teacher Guide FFP Strategic Intervention Teacher Guide in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5009AA - 5009AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
5010 OPTION	Strategic Manipulative Kit FFP Strategic Intervention Manipulative Kit in accordance with Performance Work Statement (PWS) and Technical Exhibit (TE) #1. Offeror complete Attachment #1 Pricing Sheet for SubCLINS 5010AA - 5010AF, grades K-5. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity)				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5011 OPTION	Other Educator Digital Resources FFP Other Educator Digital Resources IAW PWS and TE #1: 1.2.9 Offeror complete Attachment #1 Pricing Sheet for CLIN 5011. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	500	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5012 OPTION	Shipping - CONUS FFP Shipping - CONUS: Shipping of print materials and manipulatives to CONUS schools within 30 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 5012. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5013 OPTION	Shipping - OCONUS FFP Shipping - OCONUS: Shipping of print materials and manipulatives to OCONUS schools within 45 calendar days of receipt of delivery order IAW PWS TE #1: 1.7.2 and 1.7.3. Offeror complete Attachment #1 Pricing Sheet for CLIN 5013. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5014 OPTION	Technical Support FFP Technical Support IAW PWS Task 3: 2.1.3.2. Offeror complete Attachment #1 Pricing Sheet for CLIN 5014. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5015 OPTION	Above-School-Level Professional Learning FFP Live, Virtual Above-School-Level Professional Learning IAW PWS Task 1: 2.1.1. Offeror complete Attachment #1 Pricing Sheet for CLIN 5015. MINIMUM QUANTITY: 1 MAXIMUM QUANTITY: Stated in Attachment 1, Pricing Sheet Column D (Maximum Estimated Quantity) FOB: Destination 7610	18	Hours		

MAX
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A

1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
2015	Destination	Government	Destination	Government
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
3005	N/A	N/A	N/A	N/A
3006	N/A	N/A	N/A	N/A
3007	N/A	N/A	N/A	N/A
3008	N/A	N/A	N/A	N/A
3009	N/A	N/A	N/A	N/A
3010	N/A	N/A	N/A	N/A
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government
3013	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
3015	Destination	Government	Destination	Government
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A
4004	N/A	N/A	N/A	N/A
4005	N/A	N/A	N/A	N/A
4006	N/A	N/A	N/A	N/A
4007	N/A	N/A	N/A	N/A
4008	N/A	N/A	N/A	N/A
4009	N/A	N/A	N/A	N/A
4010	N/A	N/A	N/A	N/A
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
4014	Destination	Government	Destination	Government
4015	Destination	Government	Destination	Government

5001	N/A	N/A	N/A	N/A
5002	N/A	N/A	N/A	N/A
5003	N/A	N/A	N/A	N/A
5004	N/A	N/A	N/A	N/A
5005	N/A	N/A	N/A	N/A
5006	N/A	N/A	N/A	N/A
5007	N/A	N/A	N/A	N/A
5008	N/A	N/A	N/A	N/A
5009	N/A	N/A	N/A	N/A
5010	N/A	N/A	N/A	N/A
5011	Destination	Government	Destination	Government
5012	Destination	Government	Destination	Government
5013	Destination	Government	Destination	Government
5014	Destination	Government	Destination	Government
5015	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	POP 21-JUN-2023 TO 20-JUN-2028	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
0012	POP 21-JUN-2023 TO 20-FEB-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254

0013	POP 21-JUN-2023 TO 20-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0014	POP 21-JUN-2023 TO 20-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0015	POP 21-JUN-2023 TO 20-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0016	POP 21-JUN-2023 TO 20-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0017	POP 21-JUN-2023 TO 20-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
0018	POP 21-JUN-2023 TO 20-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	POP 21-JUN-2028 TO 20-JUN-2029	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
1012	POP 21-JUN-2028 TO 20-FEB-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1013	POP 21-JUN-2028 TO 20-JUN-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
1014	POP 21-JUN-2028 TO 20-JUN-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254

1015	POP 21-JUN-2028 TO 20-JUN-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A
2011	POP 21-JUN-2029 TO 20-JUN-2030	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
2012	POP 21-JUN-2029 TO 21-JUN-2030	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2013	POP 21-JUN-2029 TO 21-JUN-2030	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2014	POP 21-JUN-2029 TO 20-JUN-2030	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
2015	POP 21-JUN-2029 TO 20-JUN-2030	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
3005	N/A	N/A	N/A	N/A
3006	N/A	N/A	N/A	N/A
3007	N/A	N/A	N/A	N/A

3008	N/A	N/A	N/A	N/A
3009	N/A	N/A	N/A	N/A
3010	N/A	N/A	N/A	N/A
3011	POP 21-JUN-2030 TO 20-JUN-2031	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
3012	POP 21-JUN-2030 TO 20-JUN-2031	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3013	POP 21-JUN-2030 TO 21-JUN-2031	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3014	POP 21-JUN-2030 TO 20-JUN-2031	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
3015	POP 21-JUN-2030 TO 20-JUN-2031	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A
4004	N/A	N/A	N/A	N/A
4005	N/A	N/A	N/A	N/A
4006	N/A	N/A	N/A	N/A
4007	N/A	N/A	N/A	N/A
4008	N/A	N/A	N/A	N/A
4009	N/A	N/A	N/A	N/A
4010	N/A	N/A	N/A	N/A
4011	POP 21-JUN-2031 TO 20-JUN-2032	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
4012	POP 21-JUN-2031 TO 20-JUN-2032	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254

4013	POP 21-JUN-2031 TO 21-JUN-2032	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4014	POP 21-JUN-2031 TO 20-JUN-2032	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
4015	POP 21-JUN-2031 TO 20-JUN-2032	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
5001	N/A	N/A	N/A	N/A
5002	N/A	N/A	N/A	N/A
5003	N/A	N/A	N/A	N/A
5004	N/A	N/A	N/A	N/A
5005	N/A	N/A	N/A	N/A
5006	N/A	N/A	N/A	N/A
5007	N/A	N/A	N/A	N/A
5008	N/A	N/A	N/A	N/A
5009	N/A	N/A	N/A	N/A
5010	N/A	N/A	N/A	N/A
5011	POP 21-JUN-2032 TO 20-JUN-2033	N/A	SEE INDIVIDUAL DELIVERY ORDERS SEE POINTS OF CONTACT IN THE DELIVERY ORDER VA PROVIDED ON DELIVERY ORDER FOB: Destination	HE1254
5012	POP 21-JUN-2032 TO 20-JUN-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
5013	POP 21-JUN-2032 TO 20-JUN-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
5014	POP 21-JUN-2032 TO 20-JUN-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254
5015	POP 21-JUN-2032 TO 20-JUN-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HE1254

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	OCT 2022
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.242-15	Stop-Work Order	AUG 1989
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7008	Only One Offer	DEC 2022
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	DEC 2022
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	JAN 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	JAN 2023
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7010	Cloud Computing Services	JAN 2023
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

X (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2021) of 52.219-9.

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

___ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

____ (iii) Alternate II (DEC 2022) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

_____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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 this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) **X** (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price (FFP) Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (AUG 2020)

(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 **contract expiration date**.

(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) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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 **1**, 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 **TBD** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **TBD** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **5** 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 10 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 the date specified on the last delivery order.

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written

notice to the Contractor within 15 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 15 days (provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 120 months.

(End of clause)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-O0019) (DEC 2022)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(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):

Federal Acquisition Regulation: <https://www.acquisition.gov/far>

Defense Federal Acquisition Regulation Supplements (DFARS and Procedures, Guidance, and Information (PGI):
<https://www.acquisition.gov/dfars>

Electronic Code of Federal Regulations: <https://ecfr.federalregister.gov>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (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 DoD FAR Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

- (a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

See Individual Delivery Order

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

See Individual Delivery Order

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0747
Issue By DoDAAC	HE1254
Admin DoDAAC	HE1254
Inspect By DoDAAC	See Individual Delivery Order
Ship To Code	See Individual Delivery Order
Service Approver (DoDAAC)	See Individual Delivery Order
Service Acceptor (DoDAAC)	See Individual Delivery Order

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

TBD

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

ADMINISTRATIVE INFORMATION

A. POINTS OF CONTACT:

Contracting Officer:

Alim Koroma
DoDEA HQ
4800 Mark Center Drive
Attn: Procurement Education
Alexandria, VA 22350-1440
Telephone: 571-372-1473
E-mail: alim.koroma@dodea.edu

Contract Specialist:

Carolynn Wendt
DoDEA HQ
4800 Mark Center Drive
Attn: Procurement Education
Alexandria, VA 22350-1440
Telephone: 571-372-1481
E-mail: carolynn.wendt@dodea.edu

COR:

TBD

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 DFARS Clause 252.201-7000, Contracting Officer's Representative.

Contractor POC:

TBD

B. ADMINISTRATION, APPROPRIATION AND ACCOUNTING DATA. The Administration Office and Accounting & Appropriation Data will be specified on each individual delivery/task order issued against the contract. Payment will be made electronically to the account registered in the System for Award Management (SAM) database.

C. INVOICE SUBMISSION. Invoices shall be submitted electronically in accordance with DFARS Clause 252.232-7006, Wide Area Workflow Payment Instructions.

D. TAX EXEMPTION STATUS. DoDEA is an activity 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 Number: 26-2331642.

PERFORMANCE WORK STATEMENT

K-5 Core Mathematics and K-5 Strategic Intervention Resources

1.0 General Information and Scope of Work

1.1 Agency

- 1.1.1 For school year 2022-23, the Department of Defense Education Activity (DoDEA) provides PK-12 instruction to over 67,000 dependents of active-duty military and civilian employees. In the Americas, DoDEA operates 50 schools located in seven states, Puerto Rico, and Cuba. In Europe and the Middle East, DoDEA operates 64 schools located in Germany, England, Netherlands, Belgium, Spain, Italy, Turkey, and Bahrain. In the Pacific, DoDEA operates 45 schools located in Korea, Japan (mainland and Okinawa), and Guam. DoDEA also operates a full time K-12 virtual school option with teaching hubs in each DoDEA region: Americas, Europe, and Pacific. DoDEA's curriculum, resources and student achievement scores on standardized assessments compare favorably to those of high-performing US public school systems.
- 1.1.2 Of DoDEA's 160 brick-and-mortar schools, 100 schools have students in at least three of the grades K-5. However, due to the wide variety of grade configurations, the number of schools that have K-5 classes is as follows: K, 90 schools; G1, 89 schools; G2, 90 schools; G3, 90 schools; G4, 89 schools; and G5, 87 schools.
- 1.1.3 Military-connected students experience high mobility rates across the nation and throughout the world. Thus, DoDEA makes a concerted effort to mitigate transitional barriers to military-connected students' success, working toward a worldwide systemic education network.
- 1.1.4 DoDEA has adopted College and Career Ready Standards (CCRS) in mathematics, literacy, the arts, social studies, and science, which are rigorous, research-based, and reflect the knowledge, skills and dispositions students need for success in college and/or careers and are aligned with the Common Core State Standards (CCSS); National Core Art Standards (NCAS); Next Generation Science Standards (NGSS); College, Career, and Civic Life (C3) Framework for Social Studies State Standards; Society for Health Education and Physical Education Standards (SHAPE America); and the International Society for Technology in Education (ISTE) Standards.

1.2 Background

- 1.2.1 DoDEA has procured K-5 mathematics instructional resources since our inception 75 years ago.
- 1.2.2 DoDEA currently holds a contract for core instruction resources. An updated resource is being considered to effectively implement the College and Career Ready Standards – Mathematics K-5 (CCRSM) to meet the needs of all students. Standards, Curriculum, and assessment are to be aligned with CCRSM K-5.
- 1.2.3 DoDEA requires a comprehensive K-5 mathematics resources for core instruction, core intervention (Tier 1 differentiated support to be facilitated by the classroom teacher), and strategic intervention (Tier 2 support to be facilitated by support specialists). The three levels of instructional resources will directly align to effectively link explicit core instruction to student needs (intervention).

1.3 Scope of Work

- 1.3.1 K-5 Core Mathematics Instructional Resources: DoDEA requires a commercially available off-the-shelf (COTS), balanced, and comprehensive instructional resource aligned to the Common Core State Standards-Mathematics, which were rebranded as DoDEA as the College and Career Ready Standards-Mathematics (CCRSM), and which may be found at the following URL: <https://www.dodea.edu/Curriculum/index.cfm>. Physical manipulatives shall be included for all grade levels.
- 1.3.2 Organization: The organization of the resources shall provide alignment between the multi-layers of support, which are core instruction (Tier 1), core intervention (Tier 1 differentiation), and strategic intervention (Tier 2), as well as the progressions of learning for mathematics. The *Standards for Mathematical Practice* (SMP) shall be embedded throughout most activities. The resources shall be centered on student learning and the ability to reason and think mathematically. Student learning shall be logically connected across grade levels and levels of cognitive development through learning experiences that elicit productive struggle, inquiry, reflection, and discourse instead of observing and replicating the work of the instructor. Adequate time shall be planned to build student proficiency by the end of the year.
- 1.3.3 Design: The instructional component shall provide various opportunities for students to acquire conceptual understanding, fluency with procedural skills, and application and/or engagement of strategies reflective of the major work of the grade (critical areas of focus) and the SMPs to solve real-world situations. The instructional resources shall include strategies for core intervention (Tier 1

differentiation) in whole and small group instruction, the application of the mathematical teaching practices, and ongoing assessment strategies of student progress and thought processes and include formative and summative assessments. The core instructional resources shall include aligned/mirrored print and digital materials and reflect the instructional approach of the concrete-representational-abstract sequence of learning. Professional learning shall be available to focus on implementing all instructional components with fidelity and throughout the life of the contract.

- 1.3.4 **Strategic Intervention Instructional Resources:** DoDEA requires a commercially available off-the-shelf (COTS) intensive, mathematics strategic intervention resource (Tier 2) that is preferably directly aligned with the core (Tier 1) and core intervention (Tier 1/differentiation) instructional resources to provide layered support with the goal of building proficiency levels of struggling/striving students at least six months below grade level performance to the expected grade level performance by the end of the year. Its organization shall align with the progressions of learning for mathematics and the content for each grade level. The *Standards for Mathematical Practice* (SMP) shall be embedded throughout most activities. The strategic intervention (Tier 2) instructional resources shall be both print and digital. Digital only resources are not sufficient. The purpose of the strategic intervention resource is to provide explicit, systematic, interactive, and evidence-based instruction facilitated by support specialists, to support students with acquiring and/or accelerating the requisite skills needed to increase their mathematical thinking and computational skills at grade level. Strategic intervention is provided in addition to core classroom instruction and core intervention, thereby increasing the total amount of time students receive mathematics instruction. Materials shall be designed to be used with any grade combinations within K-5. Professional learning shall be available to focus on implementing all instructional components with fidelity and throughout the life of the contract.

1.3.5 **Summary**

- 1.3.5.1 DoDEA requires a comprehensive K-5 Mathematics solution to provide aligned core instruction (Tier 1), core intervention (Tier 1/differentiation) and strategic intervention (Tier 2), to support hands-on learning, problem solving, mathematical discourse, conceptual development, procedural skills practice, and application of strategies. The instructional materials shall include print and digital resources that are aligned to the CCRSM and include formative and summative assessments. Physical manipulative resources shall be included for all grades.
- 1.3.5.2 Strategic intervention (Tier 2) is provided, as needed, in addition to core classroom instruction (Tier 1) and core intervention (Tier 1 differentiation), thereby increasing the total amount of time students receive mathematics instruction.
- 1.3.5.3 DoDEA requires curricular resources (textbooks, ancillary materials, etc.) including an initial 5-year subscription for digital and consumable resources for teachers and students, all of which are based on the CCRSM for grades K-5. The estimated number of teachers and students in SY 2022-23 are shown in the four tables below:

Table 1: School Year 2022-23 K-5 Classroom Teachers *							
Grade	Teachers	Grade	Teachers	Grade	Teachers	Grade	Teachers
K	356	2	362	4	270	K-5 Total	1,887
1	373	3	276	5	250		
* At the school level, gifted education, special education, and English as a second language teachers require access to the digital materials—400-500 educators systemwide. Also, 15-20 above-school-level subject matter experts systemwide need access to the digital materials.							

Table 2: School Year 2022-23 K-5 Strategic Intervention Teachers*							
Grade	Teachers	Grade	Teachers	Grade	Teachers	Grade	Teachers

K	101	2	99	4	92	K-5 Total	578
1	103	3	93	5	90		
* At the school level, gifted education, special education, and English as a second language teachers may require access to the digital materials—400-500 educators systemwide. Also, 15-20 above-school-level subject matter experts systemwide need access to digital materials.							

Table 3: School Year 2022-23 K-5 Student Enrollment

Grade	Students	Grade	Students	Grade	Students	Grade	Students
K	6,155	2	6,224	4	5,799	K-5 Total	36,422
1	6,545	3	6,091	5	5,608		

Table 4: School Year 2022-23 K-5 Students Enrolled in Strategic Intervention*

Grade	Students	Grade	Students	Grade	Students	Grade	Students
K	924	2	938	4	873	K-5 Total	5,460
1	986	3	914	5	838		
* It is reasonable to expect 5-15% of the student population to need strategic intervention in Mathematics.							

- 1.3.5.4 The quantity of student instructional materials required during the base years fluctuates based on population, which is on a continuum. Therefore, DoDEA cannot project the class size for base years 1 through 5 and cannot guarantee or confirm actual order quantities for the base or option years.
- 1.3.5.5 Option Years 6-10: Beyond the base year one through five, DoDEA prefers up to an additional five one-year option periods (Option Years 6-10 i.e., SY28-29, SY29-30, SY30-31, SY31-32, and SY32-33), where the Contractor shall provide hardback or consumable student texts and digital resources. The digital resources for the option periods shall be for five 1-year subscriptions.

2.0 Requirement

- 2.1 Objective 1- Professional Learning: The proposed professional learning resources for both the core instruction (Tier 1), core intervention (Tier 1 differentiation) and strategic intervention (Tier 2) resources shall be (1) based on current research regarding best practices in mathematics instruction, aligned with CCRS and the SMP, and (2) focused on the organization of the component parts of the programs, and the way the resource materials align to the CCRSM and to each other. The Contractor is expected to develop the total solution to meet all the requirements in accordance with a performance-based approach with the tasks that follow. However, the tasks are provided to help the Contractor gain a better understanding of the requirements; the tasks are not all inclusive.
- 2.1.1 Task 1 - Live, Virtual Above-School-Level Professional Learning: The core instruction and intervention (Tier 1), and strategic intervention (Tier 2) resources (separate professional learning for each resource) require training for above-school-level personnel to support teachers with the resources. The Contractor shall ensure that live virtual webinars are accessible using software/web extensions that are subscription-free to DoDEA and require no additional hardware or software for operation except those identified in Technical Exhibit #2, System Requirements. The above-school level professional learning shall:
- 2.1.1.1 Cover, at a minimum, the following five topics: (1) overview and exploration of instructional resources, (2) use and implementation of resources to plan and facilitate interventions, (3) best practices for classroom implementation, (4) gathering student data to document progress and

- inform instruction utilizing the components of the proposed resources intentionally and purposefully and (5) family support and communication.
- 2.1.1.2 Provide a total of 36 hours of professional learning in Base Year 1: 18 hours for the core instructional resources and 18 hours for the strategic instructional resources. The professional learning shall occur during normal business hours for each DoDEA region (US, Europe, and Pacific): six hours of core and six hours of strategic shall be delivered to each region. Provide a total of 18 hours in each remaining base year and each option year, content of professional learning will be determined in consultation with the COR each year. The professional learning shall occur during normal business hours for each DoDEA region (US, Europe, and Pacific): 6 hours shall be delivered to each region. The exact scheduling of the professional learning shall be done post-award. Notes: Six contact hours is one day of professional learning. The Government in consultation with the Contractor may schedule days of varying lengths, e.g., half-days or hourly blocks.
 - 2.1.1.3 All professional learning must have an accompanying module that can be used for face-to-face professional learning systemically.
 - 2.1.1.4 Record all professional learning and post them on DoDEA's learning management system (LMS).
 - 2.1.1.5 Provide a draft facilitator guide for all live and module based professional learning and a classroom observation guide designed for administrators that shall be finalized based on written feedback from COR.
 - 2.1.1.6 Draft professional learning evaluation for participants upon completion of the professional learning. Note: DoDEA will finalize and administer the session evaluation.
 - 2.1.2 Task 2- Asynchronous Interactive Teacher, and Administrator Professional Learning: The Contractor shall provide digital modules on the core instruction and intervention resources (Tier 1), and the strategic intervention resources (Tier 2), each of which shall be addressed separately. They shall be housed on DoDEA's LMS. The Contractor shall:
 - 2.1.2.1 Cover, at a minimum, the following five topics: (1) overview and exploration of instructional resources, (2) use and implementation of resources to plan and facilitate interventions, (3) best practices for classroom implementation, (4) gathering student data to document progress and inform instruction utilizing the components of the Contractor's product intentionally and purposefully, and (5) family support and communication.
 - 2.1.2.2 Teachers and School-Based Strategic Instructional Support Specialists
 - 2.1.2.2.1 Provide asynchronous digital professional learning modules to be divided between the core instruction and core intervention resources (Tier 1), and the strategic intervention resources (Tier 2). The equivalent of 12 hours of professional learning (six hours for the core instructional resources and six hours for the strategic intervention instructional resources) will be provided in Base Year 1 only. All modules shall be housed on the DoDEA LMS. Note: Six contact hours is one day of professional learning. The Government in consultation with the Contractor, post-award, may schedule modules of varying lengths, e.g., half-days or hourly blocks.
 - 2.1.2.2.2 Provide draft facilitator guides for the teacher and school-based strategic instruction modules that are designed to support facilitation in either a train-the-trainer professional learning setting or in a professional learning community setting. Finalize the facilitator guides based on written feedback from the contracting officer's representative (COR).
 - 2.1.2.3 Administrators
 - 2.1.2.3.1 Provide overview modules of the core instruction and core intervention (Tier 1), and strategic intervention (Tier 2) print and digital resources to school-level administrator to support (1) instructional leadership, (2) classroom walk-throughs using the module's observation guide, (3) guiding questions to support facilitation of program and instruction of content to all stakeholders and (4) family support and communication. Professional learning modules shall total six hours; three hours for the core instruction and intervention resource (Tier 1), and three hours for the strategic intervention resource (Tier 2) —delivered in Base Year 1 only.

Note: Each professional learning day is equivalent to approximately six contact hours. The Government in consultation with the Contractor, post-award, may schedule training sessions of varying lengths, e.g., three-hour sessions, hourly blocks, etc.

- 2.1.2.3.2 Provide a draft facilitator guide and classroom observation guide designed for administrators that shall be finalized based on written feedback from the COR.
- 2.1.2.3.3 A summary table is provided below to reflect the professional learning required:

Summary Table K-5 Mathematics Core Instruction and Intervention, and Strategic Professional Learning			
Above School Level (Leadership)	Mode	Total Hours	
Core Instruction and Intervention (Base Year 1)	Live virtual webinar	18 6 hours/per region*	
Strategic Intervention (Base Year 1)	Live virtual webinar	18 6 hours/per region*	
All/Any Resources (Base Year 2-5 and all Option Years)	Live virtual webinar	18 Core Instruction: 3 hours /per region* Strategic Intervention: 3 hours/per region*	
Teacher and Strategic Instructional Support Specialists	Mode	Total Hours	NA
Core instruction and Intervention (Base Year 1)	Asynchronous Modules	6	
Strategic Intervention (Base Year 1)	Asynchronous Modules	6	
Administrators	Mode	Total Hours	
Core Instruction and Intervention (Base Year 1)	Asynchronous Modules	3	
Strategic Intervention (Base Year 1)	Asynchronous Modules	3	

*Region refers to the three geographical locations that DoDEA schools reside (Americas, Europe and Pacific).

2.1.2.4 All Professional Learning

- 2.1.2.4.1 Present all professional learning, including facilitator guides, virtually as a dry run to DoDEA HQ personnel. Finalize all guides based on the written feedback from the COR.
- 2.1.2.4.2 Ensure the modules for the asynchronous professional learning are SCORM®-compliant. See PWS 3.10 for additional information.
- 2.1.2.4.3 Design and deliver in multiple formats to include mobile platforms and all digital assets (HTML web pages, video components, and all related stock images). Two sets of module files, a master set and a low bandwidth set shall be delivered as a completed course. The master set shall contain modules with rich media elements; the low bandwidth set shall contain duplicate modules in plain text.
- 2.1.2.4.4 Deliver virtual resources via the internet such as simulations, games, scenarios, case studies, role playing, and opportunities. Interactive elements shall be inserted, not embedded, into the lesson as user-initiated links. All video assets shall be differentiated from text objects in the web folder structure with no streaming video services required for proper video delivery.

- 2.1.2.4.5 Ensure that all handouts and resources for all the professional learning sessions and modules are subscription-free and require no additional hardware or software for operation except those identified in Technical Exhibit #2.
- 2.1.3 Task 3, General Requirements—The Contractor shall:
 - 2.1.3.1 Meetings
 - 2.1.3.1.1 **Hold regular meetings** with the COR during the base years and during the option years as determined by the COR. This includes providing the medium through which meetings occur and recording each meeting's minutes. Submit the draft minutes to the COR within two business days of the event. Finalize minutes two business days after receipt of written feedback from the COR.
 - 2.1.3.1.2 Participate in a **post-award conference** via virtual meeting with the COR five business days after award IAW FAR Subpart 42.5.
 - 2.1.3.1.3 Convene a virtual meeting with DoDEA **Information Technology** staff ten business days after award, per Technical Exhibit #2.
 - 2.1.3.1.4 Participate in **other post-award meetings** with the Contracting Officer (KO), COR, and/or other Agency personnel, as appropriate, to review Contractor performance, as required by DoDEA. The KO may discuss the Agency's view of Contractor performance, and the Contractor shall apprise the Agency of any problems being experienced. The Contractor shall take appropriate action to resolve any outstanding issues the Agency raises.
 - 2.1.3.2 Technical Support and Reporting
 - 2.1.3.2.1 Provide industry-standard technical support for its digital resources for the life of the contract via telephone and by email within one business day or less from the initial contact to include but not limited to assisting with service problems, product setup, upgrades, and troubleshooting.
 - 2.1.3.2.2 Provide maintenance and support for the life of the contract, i.e., automatic distribution of upgrades and revisions that can be accomplished using the Internet and/or email. Any upgrades to online digital materials shall include compatibility with DoDEA school-level technology and DoD requirements. The Contractor shall not contact schools directly but shall coordinate the dissemination of upgrades or revisions through the COR and shall provide electronic access of the updates and/or revisions to the COR for testing.
 - 2.1.3.2.3 Provide DoDEA with reporting capability regarding usage rates related to any digital resources.
 - 2.1.3.3 Third-Party Programs, Software, and Applications: The Contractor shall ensure its and its subcontractors' (third-party) programs, software, and applications meet at a minimum the same technical requirements as the Contractor must meet, such as single sign on (SSO) and Federal Risk and Authorization Management Program (FedRAMP) Level 2, etc. For additional information, see www.fedramp.gov/ and Technical Exhibit #2, 2.1.7.
- 2.2 Performance Standard and Acceptable Quality Level (AQL)
 - 2.2.1 Performance Standard: Tasks shall be completed per the AQL.
 - 2.2.2 AQL: All tasks shall be completed by the required completion date.

3.0 Constraints

- 3.1 Place of Performance - Work shall be performed at the Contractor's facilities.
- 3.2 Liaison and Alternate Liaison—The Contractor shall:
 - 3.2.1 Provide a liaison and alternate to be responsible for the performance of work. Their names shall be designated in writing to the Contracting Officer. They shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. Each of them shall have at least one year of experience working in a similar role.
 - 3.2.2 Notify the COR in writing regarding any change in either liaison's role five business days in advance of the change. If the liaison is changed post-award, the replacement shall meet or exceed the qualifications and experience of the person assigned upon contract award.

3.3 Holidays and Hours of Operation

- 3.3.1 The liaison or alternate shall be available during the hours of 9AM to 3PM Eastern Standard Time (EST), except for Federal holidays and Federal government closures/shutdowns. The following list shows recognized Federal holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day/Indigenous Peoples Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 3.3.2 There are different time zones within Europe and the Pacific and different hours for specific schools throughout DoDEA. The normal business hours for the regions generally correspond to the following in Eastern Standard Time (EST): Americas, 0700-1500 EST; Europe, 0100-0900 EST; and Pacific, 1700-0100 EST.

3.4 Availability - The Contractor shall make all resources available for the life of the contract.

3.5 Copyright Dates

- 3.5.1 Provide the most recent copyright dated materials, but not earlier than 2020. The copyright preference applies only to student and teacher materials (for example, the student textbook, teacher's editions, etc.). The copyright preference does not apply to material included as part of the Contractor's collection (that is, articles, leveled readers, big books, assessments, pictures, problems included in a textbook or supplemental to the teacher or student text), but which was created by others prior to 2020.
- 3.5.2 Materials shall be available throughout the duration of the contract. Any updates to copyright dates must be discussed and coordinated with the Contracting Officer (KO) and COR.

3.6 Anti-Bias, Diversity, and Inclusion—The Contractor shall provide resources free of age, racial, color, national origin, disabling conditions, sexual, gender, religious, and ethnic bias and present balanced coverage of multi-cultural contributions and representation, where appropriate.

3.7 Privacy—The Contractor shall:

- 3.7.1 User Accounts: Require, wherever applicable, that individual accounts possess unique usernames and passwords that do not require personally identifiable information (PII) to access online content, i.e., first & last name and any other unique personal information.
- 3.7.2 Contractor Personnel: Ensure personnel assigned to this contract take proper precautions to protect information from disclosure. Collect and/or store all agency-owned or agency-controlled PII IAW the relevant requirements of the Privacy Act, 5 U.S.C, per <https://www.archives.gov/about/laws/privacy-act-1974.html>.
- 3.7.3 Privacy Training: Ensure Contractor staff who have access to DoDEA's student, teacher and/or staff personally identifiable information take the DoD Privacy Act/Personally Identifiable Information (PA/PII) training before gaining access to the data and yearly thereafter. Provide copies of the certificates of completion to the COR which can be audited at any time by the Chief Information Security Officer (CISO) or his/her designee.
- 3.7.4 Privacy Verification: Provide the COR written verification of compliance to the Privacy requirements (PWS 3.7.1-3.7.4) 120 calendar days prior to the expiration of each year's contract option period or annually, as required. *Note*: After reviewing the Contractor's verification, DoDEA reserves the right to ask for further verification data in order for DoDEA to comply with DoD's evolving privacy mandates.

3.8 *Section 508 Compliance*—The Contractor shall:

- 3.8.1 Background: Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires Federal agencies that develop, procure, maintain, or use information and communication technology (ICT) to ensure they are accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to and use of information/data that is comparable to people without disabilities.
- 3.8.2 Requirement: Ensure that products, platforms, and services delivered as part of this work statement that are ICT or contain ICT conform to the Revised 508 Standards, which are located at 36 C.F.R.

§ 1194.1 & Apps. A, C & D at the following URL: <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>.

- 3.8.3 **ARS:** See the attached ICT Accessibility Requirements Statement (ARS). All functional performance criteria apply when using an alternative design or technology that achieves substantially equivalent or greater accessibility and usability by individuals with disabilities, than would be provided by conformance to one or more of the requirements in Chapters 4-6 of the Revised 508 Standards or when Chapters 4-6 do not address one or more functions of ICT. Note the guidance in the table below:

Applicable Requirements	Directions
Software Features and Components	Applies to all WCAG Level AA Success Criteria, 502 Interoperability with Assistive Technology, and 503 Applications.
Hardware Features and Components	All requirements apply.
Support Services and Documentation	All requirements apply.
Outputs/Deliverables	Ensures that outputs/deliverables do <u>not</u> adversely affect accessibility features of the existing EIT technologies.

- 3.9 Optical Character Resolution (OCR) - The Contractor shall provide, upon request, two digital OCR copies of print materials in one or more of the following formats:
- Digital Accessible Information System/National Instructional Materials
 - Accessibility Standard (NIMAS) with cascading style sheet
 - HyperText Markup Language (HTML)
 - Portable Document Format (PDF), (unlocked, embedded fonts, single page)
 - Rich Text Format (RTF)/Word document
- 3.10 Sharable Content Object Reference Model® (SCORM®) Compliance: Provide SCORM®-compliant digital modules. *Note:* Department of Defense Instruction 1322.26 mandates they be developed in compliance with the latest version of SCORM®, per https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/132226_dodi_2017.pdf?ver=2017-10-05-073235-400.
- 3.11 Data: All data developed because of any work awarded under this contract is and shall remain the property of the Government.
- 3.12 Organizational Conflict of Interest (OCI): The Contractor (including any subcontractor) personnel performing work under this contract may receive, have access to, or participate in the development of, proprietary or Privacy Act information (e.g., personal information, education, etc.) may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in FAR Subpart 9.5. Whenever the Contractor becomes aware that such access or participation may result in actual or potential OCI, the Contractor shall (1) immediately notify the Contracting Officer (KO) in writing and (2) promptly submit a plan to the KO to avoid or mitigate any such OCI. *Note:* The KO will unilaterally determine if the Contractor's plan is acceptable. If the KO determines the plan cannot satisfactorily avoid or mitigate an OCI, s/he may implement other remedies to include prohibiting the Contractor's further participation in contracted requirements.

4.0 Government-Furnished Information / Resources

The COR will, in consultation with the Contractor, schedule the exact dates and times for each synchronous webinar.

5.0 Contract Deliverables

Milestone/Deliverable	Word / Excel	Digital Copies	PWS	Planned Frequency
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Above-School Level Professional Learning	Yes	Yes	2.1.1 & 2.1.2.4	Dry runs, draft facilitator guides and presentations and final facilitator guides scheduled post-award
Asynchronous Professional Learning—Teachers	Yes	Yes	2.1.2 2.1.2.1, 2.1.2.2, 2.1.2.4	Dry runs, draft facilitator guides and presentations and final facilitator guides scheduled post-award
Asynchronous Professional Learning—Administrators	Yes	Yes	2.1.2 2.1.2.1, 2.1.2.3, 2.1.2.4	Dry runs, draft facilitator guides and presentations and final facilitator guides scheduled post-award
Technical Support	Yes	Yes	2.1.3.2.1 2.1.3.2.2	Acknowledge requests within 24 hours of receipt. Resolve 90% of issues in one business day. Resolve the remaining 10% in five business days.
Usage Rate Reporting	Yes	Yes	2.1.3.2.3	Ongoing, ten business days after receipt of initial delivery order
Privacy Training	Yes	Yes	3.7.3	Training certificates provided upon written request from the COR.
Privacy Verification	Yes	Yes	3.7.4	Verification provided 120 days prior to the end of each contract year.
Standards Correlation Alignment	Yes	Yes	TE #1 1.2.2	Ten business days after receipt of initial delivery order.
Delivery of Print and Digital Resources	Yes	Yes	TE #1 7.1	<i>Digital:</i> Ongoing, three business days after receipt of initial delivery order. <i>Print and Manipulatives:</i> After receipt of a delivery order, 30 calendar days for CONUS and 45 calendar days for OCONUS

6.0 Acronyms and Definitions

CCRS	College and Career Ready Standards
DoD/DOD	Department of Defense
DFARS	Defense Federal Acquisition Regulation Supplement
EIT	Electronic Information Technology
FAR	Federal Acquisition Regulations
PA/PII	Privacy Act/Personally Identifiable Information
SCORM®	Sharable Content Object Reference Model®
QASP	Quality Assessment Surveillance Plan

Contract Line-Item Number (CLIN) – Basic structural element in a procurement instrument describing and organizing the required product or service for pricing, delivery, inspection, acceptance, invoicing, and payment. The use of the term “line item” includes “subcontract line number”, (SLIN), as applicable.

Contracting Officer (KO) – The only individual with expressed authority to obligate (bind) the Government by means of entering, administering, and terminating contracts within the limits of the authority delegated via a Contracting Officer’s warrant.

Contracting Officer’s Representative (COR) – Qualified and trained Government employee, nominated by the requiring activity (RA) and appointed in writing by a KO primarily to perform specific technical or administrative functions on a specific contract(s); serves as the ‘eyes and ears’ of a KO to assure the Government’s best interests are protected via the terms and conditions of the contract(s) appointed. COR’s do not have the authority to obligate (i.e., bind) the Government.

Contractor – Supplier or vendor having a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Deliverable – Usually physically delivered items but may include such items as digital documents/reports.

Performance Requirements Summary (PRS) – Tabular listing of performance objectives and standards that provides the basis for a meaningful QASP.

Performance Work Statement (PWS) – A statement of work for performance-based acquisitions describing the required results in clear, specific, and objective terms with measurable outcomes.

7.0 Performance Requirement Summary

7.1 Performance Requirement Summary (PRS)

Performance Objective	Performance Standard	AQL	Inspection Method
Above-School Level Professional Learning	100% compliance with the PWS	<i>Dry Run & Draft Facilitator Guides:</i> 80 percent accurate. <i>Final Presentations & Facilitator Guides:</i> 100 percent accurate except for minor grammar/formatting errors. At least 70 percent of participants report sessions were good or excellent	COR inspection and stakeholder feedback
Asynchronous Professional Learning—Teachers	100% compliance with the PWS	<i>Dry Run & Draft Facilitator Guides:</i> 80 percent accurate. <i>Final Presentations & Facilitator Guides:</i> 100 percent accurate except for minor grammar/formatting errors. At least 70 percent of participants report sessions were good or excellent.	COR inspection and stakeholder feedback
Asynchronous Professional Learning—Administrators			
Technical Support	100% compliance with the PWS	Acknowledge all inquiries within two hours of receipt. Resolve 90% of issues within one business day. Resolve remaining 10% within five business days.	COR inspection and stakeholder feedback
Usage Rate Reporting	100% compliance with the PWS	Capability to run reports 24/7/365, except for scheduled downtimes	COR inspection and stakeholder feedback
Privacy Training	100% compliance with the PWS	Training certificates provided upon request.	COR inspection
Privacy Verification	100% compliance with the PWS	Provided 120 calendar days prior to end of each contract year.	COR inspection
Correlation to Standards Alignment	100% compliance with the PWS	100% accurate except for possible minor grammar/formatting errors	COR inspection and stakeholder feedback
Delivery of Print and Digital Resources, including Manipulatives	100% compliance with the PWS	<i>Digital:</i> Integrate web-based materials with DoDEA’s student information systems and/or DoDEA single-sign-on platform within 30 business days after receipt of the initial delivery order. <i>Print:</i> Delivered to schools after receipt of delivery orders in 30 business days for US sites and 45 business days for overseas sites.	COR inspection and stakeholder feedback

Technical Exhibits

TE #1 – Specifications for K-5 Mathematics Core and Strategic Intervention Resources

TE #2 – Technical Requirements

TE #1 - Specifications for K-5 Mathematics Core Instruction and Strategic Intervention Resources

- 1 K-5 Mathematics Core Instruction and Strategic Intervention Resources: The Contractor shall provide a commercially available off-the-shelf (COTS) print and digital instructional and assessment resources, and physical manipulatives for each grade level that are aligned to the CCRSM and embed the SMPs in instruction. Teacher-lead instruction shall be supported with print, manipulatives, and digital tools (e.g., videos, slides, digital manipulatives) Printable PDF is not considered interactive/digital resources. Instructional resources shall include hand-held manipulatives for all grade levels.
 - 1.1 Student Resources—The Contractor shall provide resources for each grade level within the core instruction, core intervention, and strategic intervention resources that:
 - 1.1.1 Logically connect across grade levels and levels of cognitive development (coherence) so that students can build from previous knowledge and focus on the major work of the grade in a way that is consistent with the CCRSM and the progression of the standards.
 - 1.1.2 Meaningfully connect content standards and the SMPs to support an emphasis on mathematical reasoning (construct viable arguments and critique the reasoning of others).
 - 1.1.3 Develop students’ conceptual understanding through concrete-representational-abstract sequence of learning and support opportunities for reasoning through discourse.
 - 1.1.4 Provide opportunities for students to independently solve real-world situations through the application of the SMPs and engagement of inquiry, strategies, and application progresses reflective of the major work of the grade level (critical areas of focus).
 - 1.1.5 Establish home/school connections that communicate to parents/sponsors such things as current learning units, student progress, and suggestions to support and continue at home the learning in the classroom.
 - 1.2 Teacher Resources—The Contractor shall provide core instruction (Tier 1), core intervention (Tier 1 differentiation), and strategic intervention (Tier 2) instructional resources. The core instruction and core intervention resources shall be provided by grade level. The strategic intervention (Tier 2) instructional resources shall be provided by grade level but with opportunities for differentiated instruction to support students in acquiring and/or accelerating requisite skills. The instructional resources shall include, but are not limited to, the following:
 - 1.2.1 Comprehensive detailed teacher plans and information for developmentally appropriate practices for all learners (to include English and dual language learners, and children with special needs).
 - 1.2.2 Standards alignment document for every grade level that aligns core instruction, core intervention, and strategic intervention resources with the CCRSM. The document shall present the standards in connection to prerequisite standards/skills, ensuring the major content of the grade level are fully addressed.
 - 1.2.3 Implementation document that outlines the coherence and alignment between the instructional resources to support core instruction, core intervention and strategic intervention. As well as the delineation of the instructional resources for use with the three layers of support (core, core intervention and strategic intervention).
 - 1.2.4 Instructional strategies for students connecting meaning between concrete, representational, and abstract processes of thinking, and opportunities to reflect upon students’ levels of knowledge within the progressions of learning to identify potential misconceptions and challenges.
 - 1.2.5 Hands-on instructional resources such as math manipulatives shall be made of quality materials designed for daily use across multiple school years. Instructional resources shall emphasize the appropriate use of the hands-on instructional resources in the lessons and provide an inventory of the materials for each classroom set.

- 1.2.6 Connections to the SMPs and the content standards explaining how each practice is meaningfully present in the activities and/or problems to help teachers emphasize the behaviors associated with the practices and stimulate students to develop habits of mind.
 - 1.2.7 Instruction and assessment modifications and strategies to assist instruction of different learning styles (e.g., computer-based instruction, scaffolding, journaling, open-ended questioning, direct and small-group instruction, cooperative learning) and allow all students (e.g., English, and dual language learners, students with disabilities, advanced learners, striving students) to demonstrate mastery of standards.
 - 1.2.8 Embed adaptive learning technology within digital products to generate individualized pathways for learning to ensure the targeting of skill gaps and specific needs of a student. Data is generated to guide teachers to target instruction and auto-assign activities.
 - 1.2.9 Access of digital resources (core and strategic) to other school level educators, such as gifted education, special education, and English as a second language teachers, as well as above-school-level subject matter experts system wide.
- 1.3 Assessment Resources—The proposed core instruction, core intervention, and strategic intervention resources shall:
- 1.3.1 Provide a balanced assessment system for grades K-5 that includes a variety of common formative and summative assessments (such as unit checks, end of unit, exit tickets, etc.) to regularly monitor student progress, inform instruction, and support collaboration. Online assessments shall provide analysis of data at all levels (HQ, districts, schools, classroom) and provide evidence of students' ability to apply their knowledge of CCRSM, the SMPs, and/or to draw on their understanding of real-world context by addressing specific problems.
 - 1.3.2 Include informal assessment strategies to enable teachers to quickly determine each child's developmental progress and use that information to differentiate instruction.
 - 1.3.3 Include a variety of curriculum-embedded assessments (e.g., pre-assessments, formative, summative, performance-based, knowledge checks, self-assessment) with aligned rubrics and scoring guidelines that interpret student performance to include revealing student misconceptions/challenges.
 - 1.3.4 Ensure all assessment components are available digitally for easy printing, analysis, and delivery, and include a reference document for generating reports and organization of data.
- 1.4 Data Management - The Contractor shall provide an online, web-based data management system for core and strategic instructional resources that address the needs of all stakeholders at the classroom, school, district, and region, and system levels, as well as related technical support. The Contractor shall provide digital resources that include the following:
- 1.4.1 Recordkeeping system that (1) measures individual progress toward the end-of-semester expectations/ goals and (2) directly aligns to curriculum and proposed standards
 - 1.4.2 Recordkeeping system with the capability of producing a variety of comprehensive reports to allow for progress monitoring.
 - 1.4.3 Record keeping system for stakeholders, which shall be accessible at the grade/class, school, and district, and system levels.
 - 1.4.4 Option to enter student scores through individual and/or batch recording (classroom scores) via electronic devices from manually delivered assessments (print resource program).
 - 1.4.5 Guidance for generating and analyzing reports from the recordkeeping system.
- 1.5 Technical Support: The Contractor shall provide technical support for digital resources/materials via an email hotline available exclusively to all DoDEA stakeholders in case of a need to assist them with access to any digital resource purchased. Responses must be available within one business day of emailing requests for service to meet the needs of teachers in the Americas, Pacific and Europe.
- 1.6 Additional Requirements for Strategic Intervention Instructional Resources - The proposed strategic intervention resources shall include:

- 1.6.1 Coherent and standards-aligned assessment and intervention resource that are preferably aligned to the core instruction and core intervention (Tier 1), and is focused on the needs of students who are at least six months below grade level skills and need targeted/strategic intervention (Tier 2)
 - 1.6.2 Assortment of instructional and assessment strategies and resources to support and monitor the current skill level of the student and the success of the intervention.
 - 1.6.3 Recommendations on identifying, enrollment and exiting processes and criteria of strategic intervention support using the proposed resources.
 - 1.6.4 Print and digital formative and summative assessments and automatic scoring for digital assessments.
 - 1.6.5 Access to various forms and reports for analysis of student progress, support for instructional decisions, and communication with parents/sponsors.
- 1.7 Delivery of Print and Digital Resources—The Contractor shall:
- 1.7.1 Deliver web-based materials (such as access codes) three days after receipt of delivery order.
 - 1.7.2 Ship all print materials and manipulatives to the Americas (CONUS) by commercial carrier or USPS and to Europe and the Pacific (OCONUS) only by commercial carrier. *Note:* Delivery orders will include door-to-door addresses.
 - 1.7.3 Provide, upon shipment of materials, a digital shipment notification that includes the following:
 - Contract number and delivery order number
 - Contract line-item number indicating materials and quantities shipped
 - Destination and date of shipment
 - Shipping carrier name and tracking number of shipment
 - Estimated date of arrival of shipment and, if applicable, shipping slip

TE #2 – Technical Requirements

The Contractor shall comply with the applicable technical requirements detailed below.

- 2.1 Software and Cloud Security Requirements—The Contractor shall:
- 2.1.1 Ensure all online resources, cloud-based services and instructional software meet the Department of Defense (DoD) and DoDEA Cybersecurity requirements as defined below. *Note:* Software, cloud services and associated websites are rigorously tested to ensure no security risks are posed to DoDEA infrastructure and its users.
 - 2.1.2 Complete the Cloud Services questionnaire that was submitted as part of the proposal submission and provide copies of and/or access to any software listed in the proposed solution.
 - 2.1.3 Ensure on-premises software support post-installation integration of the necessary Security Technical Implementation Guides (STIG) for applicable systems and applications, including Microsoft Windows 10, Microsoft Windows Server 2016, Windows Server 2019, Microsoft Windows IIS, Apache, Oracle databases, and Microsoft SQL Server databases. *Note:* The application to obtain the STIG Viewer is found at <https://public.cyber.mil/stigs/srg-stig-tools/>, and the STIGs themselves may be downloaded from <https://public.cyber.mil/stigs/downloads/>.
 - 2.1.4 Ensure its content accessible from the web is compatible with the following browser platforms: Google Chrome and Edge. Ensure that any applicable STIGs are implemented.
 - 2.1.5 Ensure on-premises software, which is subject to static and dynamic analysis testing, imposes no risk to DoDEA systems, users and/or data. *Note:* DoDEA assesses software products to ensure compatibility with existing system configurations and software, testing may also include reverse engineering analysis.
 - 2.1.6 Provide a plan of actions and milestones (POA&M) to mitigate any cybersecurity findings resulting from non-compliant and/or vulnerable components within 30 calendar days of written notification from DoDEA.
 - 2.1.7 Participate, as needed, in interviews and deep system architecture inspections. *Note:* Per DoD policy for cloud-based services, DoDEA conducts a supplemental series of validations, which closely mirror the Federal Risk and Authorization Management Program (FedRAMP) Internet Cloud vetting processes. Contractor participation/cooperation is normally required to complete this process.
- 2.2 System Requirements—The Contractor shall:

- 2.2.1 Provide, per Section 1.1 (above), any software installed and/or accessed in or by a DoDEA system, network whether stand-alone or web-based, is compatible with the standards cited herein.
- 2.2.2 Provide minimum desktop/server system technical specifications, available reference architectures, networking specifications and diagrams, and applicable systems configuration documentation for the proposed product solution.
- 2.2.3 Provide software that is compatible with the following minimum baseline:

Specifications	Minimum
Memory	4 GB
Hard Drive	100 GB
Processor	Intel® Core™ i5-8365U Processor 8th Generation (up to 4.1GHz, 6MB cache) equivalent or better (Must show benchmark/passmark scores)
Video Graphics	Integrated Intel HD Graphics 620 (1920x1080) equivalent or better
Operating System	Windows 10
Browser Environment	Chrome, Edge, Edge Chromium

- 2.2.4 Provide software that is completely functional on a standard DoDEA desktop without the need or requirement for administrative-level user rights and/or permissions or the requirement to use or insert external media to execute the software.
- 2.2.5 Provide software that does not require modifications to folder permissions while executing.
- 2.2.6 Provide, if applicable, software packages that support unattended installation methods used by enterprise software packaging and deployment systems. *Note:* DoDEA currently distributes software packages via Microsoft's System Center Configuration Manager (SCCM). Older 16-bit software are automatically denied.

2.3 Data Management Requirements—The Contractor shall:

- 2.3.1 Provide a mechanism for batch administration and automation of routine data management tasks via flat file import, or representational state transfer (REST) based web service application programming interfaces (APIs). The mechanism shall provision and manage data objects within the Contractor's system, including but not limited to organizational structures, student accounts, staff accounts, courses, and class rosters.
- 2.3.2 Provide all necessary documentation and assets to facilitate batch administration and automation of routine data management tasks, including but not limited to roster template files (i.e., comma separated value templates); data element/field definitions documentation; data interchange formats and schemas (XML/JSON); and/or data dictionaries for the purpose of mapping organizational student information system (SIS) data to the Contractor's required input formats.
- 2.3.3 Provide the following, which in addition to any web-based reporting platforms/tools/exports that may be detailed in other section of the Performance of Work Statement, data produced or stored by the platform in connection with DoDEA (including internally generated data such as usage data):
 - 1) Exportable via a programmatically accessible interface (e.g., API, SFTP, and/or mirrored database) for automated import back into DoDEA's data systems AND
 - 2) Able to be returned in a data-friendly format (e.g., CSV, SQL dump, JSON, XML),
 - 3) Either updated in real time or at minimum daily.
- 2.3.4 Provide a single point of contact to support DoDEA in performing the required data integration activities within the Contractor's system.
- 2.3.5 Configure DoDEA enterprise within its system and/or databases as the appropriate organizational entity (i.e., region, district, school) upon a request in writing from the contracting officer's representative (COR). *Note:* DoDEA's organization hierarchy consists of the following: one system, three regions, eight districts, 62 communities, and 160 schools, including the K-12 virtual school programs.
- 2.3.6 Participate in a technical meeting with DoDEA within ten business days after award for the purposes of preparing for onboarding of new services and initial configuration of administrator-level accounts.
- 2.3.7 Ensure the transfer of any Sensitive, Confidential data including but not limited to PII data be transferred in a secure means meeting any requirements set by DoDEA's Chief Information Security Officer (CISO).

2.4 DoDEA Software License Keys: The Contractor shall provide (1) license keys and electronic downloads for software required under this Contract to the COR and (2) software directly to DoDEA schools, districts, or regions only if explicitly required to do so in the contract or in writing by the COR.

2.5 Cybersecurity Supporting Elements/Requirements and Scalability—The Contractor shall:

- 2.5.1 Comply with the same Federal law and DoD policies and guidance to which DoDEA is subject. These requirements include but are not limited to the cybersecurity requirements defined in the following documentation:
- DoD Directive (DoDD) 8500.01E, Information Assurance, be found at the following URL: https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/850001_2014.pdf.
 - DoD Security Technical Implementation Guidance (STIG), found at the following URL: <https://public.cyber.mil/stigs/downloads/>.
 - DoD Risk Management Framework (DODRMF) per DoD Instruction 8510.01 found at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/851001p.pdf?ver=2019-02-26-101520-3004.5.2>.
- 2.5.2 Provide security patches/upgrades to include third-party applications in response to public-released security vulnerabilities associated with its software solution. Provide a POA&M for any security vulnerabilities within five business days of discovery. Software upgrades/patches shall be included in the licensing cost and be performed at the least disruptive times as determined by DoDEA in writing. *Note*: Any exception to this requirement must be approved in advance and in writing by DoDEA's Chief Information Officer (CIO) or designated official.
- 2.5.3 Protect DoDEA data against all cyberattacks, notifying DoDEA within 72 hours of an identified and confirmed intrusion.
- 2.5.4 Perform security incident investigations upon identification of an event or at the request of DoDEA.
- 2.5.5 Address all Information Assurance Vulnerability Messages (IAVM) within the defined timelines. IAVM messages include IA Vulnerability Alerts (IAVA), IA Vulnerability Bulletins (IAVB), and Technical Advisories (TA).
- 2.5.6 User passwords must not be readable by anyone having access to the system.
- 2.5.7 Ensure any portion of its solution that involves Internet access by DoDEA students complies with the relevant requirements of the Children's Internet Protection Act, Public Law 106-554, § 1(a)(4) [Div. B, Title XVII, § 1701], Dec. 21, 2000, 114 Stat. 2763, 2763A-335. *Note*: If its solution does not involve Internet access by DoDEA students, please ensure the following are included:
- 1) Maintaining system security IAW the latest versions of the (1) DoD Cloud Computing Security Requirements Guide, (2) Family Educational Rights and Privacy Act (FERPA), and (3) Protection of Pupil Rights Amendment (PPRA).
 - 2) Providing a solution robust enough to serve the needs of a large community of learners dispersed across the world using a variety of bandwidths and scalable to meet future growth, both in terms of instruction and the number of users.
 - 3) Ensuring Contractor staff who have access to DoDEA's student, teacher and/or staff personally identifiable information take the DoD Privacy Act/Personally Identifiable Information (PA and PPI/PII) training before gaining access to the data and yearly thereafter. Provide copies of the certificates of completion to the COR which can be audited at any time by the CISO or his/her designee.

2.6 Program and System Integration—The Contractor's solution shall:

- 2.6.1 Provide Single Sign-On (SSO) Capabilities / Platform which accomplishes the following:
- 1) Integrates with an Industry Standard SSO login solution. (ClassLink, Google, Azure, etc.)
 - 2) Supports Oauth 2.0, Security Assertions Markup Language (SAML) for integration with Azure, or Google.
 - 3) Authenticates using Azure Active Directory (AD) or Google AD.
- 2.6.2 Support industry-standard data rostering standards via ClassLink and standard data formats such as OneRoster.
- 2.6.3 Ensure that data storage, handling, and security meet the following minimum standards:
- 1) DoDEA's information and data shall be secured in data center located in the United States.

- 2) The system, including its server(s) and network devices, shall be in an environmentally controlled and secure facility under controlled circumstances (e.g., authorized personnel access lists, ID cards, entry logs).
 - 3) All Contractor personnel that have access or may potentially have access to DoDEA data in any form shall be US citizens, including any third-party penetration (PEN)/security testers.
 - 4) All data transit shall be secured with Transport Layer Security (TLS) encryption.
 - 5) All data at rest shall be secured with Advanced Encryption Standard (AES)-256 encryption.
- 2.6.4 Ensure that data integration includes the following:
- 1) Automated industry standard form of data integration using Representational State Transfer Application Program Interface (RESTful API), Learning Tools Interoperability (LTI), or Secure File Transfer Protocol (SFTP) data sets (ClassLink, OneRoster, etc.).
 - 2) Encryption of DoDEA's data at rest to include unique encryption keys for each customer on systems hosting multiple customers.
 - 3) Notification of DoDEA in writing within 72 hours of any changes made to corporate policies for data protection.
 - 4) Use of only masked student data in a non-production environment.
 - 5) Integration scheduling that meets DoDEA's required timeframes.
 - 6) Provision of fully automated data uploads per Agency schedule(s) and Agency requirements.
 - 7) Support of SFTP capabilities using a single set of login credentials.
 - 8) Provision of a single data set of DoDEA information. *Note:* The Contractor's solution shall support DoDEA at all levels: school, community, district, region, and HQ.
 - 9) Maintenance of a backup and restore plan for DoDEA data in the event of a disaster.
 - 10) Provision of detailed feedback of what caused errors if an integration transmission results in errors.
- 2.6.5 System Features—The system shall:
- 1) Allow user accounts to be created automatically based on a file provided by DoDEA either nightly or on another pre-determined scheduled feed.
 - 2) Allow DoDEA to be able to choose the format of user login identification, e.g., an email address, and be able to create manual accounts, if needed.
 - 3) Require the user—for manually created accounts—to reset the password on the user's initial login or, upon request, a password reset.

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
(NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-1 ADDENDUM – INSTRUCTIONS TO OFFERORS - - COMMERCIAL ITEMS (DEC 2006)

1. General Instructions

- a. This section of the Information to Offerors provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the solicitation and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Performance Work Statement (PWS). Non-conformance with the instructions provided in this Information to Offerors *may* result in removal of the proposal from further evaluation.
- b. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience and will base its evaluation on the information presented in the Offeror's proposal.
- c. The Offeror shall make a clear statement in the cover page that the proposal is valid for a minimum of **120** days from the proposal due date.
- d. Portions of the successful Offeror's proposal may be incorporated into the contract as an attachment in Section J of the award document.
- e. Proposals may only be submitted electronically via email to the Contracting Officer and Contract Specialist listed in the solicitation by the due date and time on the solicitation. DoDEA's file size limit per email is 10MB. Offeror's whose proposals require the submission of more than one email shall use the subject line to identify the number of emails being sent. For example, "ABC Company Proposal email 1 of 3".

2. General Information

a. Point of Contact

The contracting officer (KO) and the contract specialist (CS) are the sole points of contact for this procurement. Address any questions or concerns you may have to the KO and CS. Written requests for clarification must be sent to the KO at the email address located below.

Contracting Officer

Name: Alim Koroma

Organization/Office Symbol: DoDEA Procurement (Branch)

Phone No.: 571-372-1473

E-Mail Address: alim.koroma@dodea.edu

Contract Specialist

Name:Carolynn Wendt

Organization/Office Symbol: DoDEA Procurement (Branch)

Phone No.: 571-372-1481

E-Mail Address: carolynn.wendt@dodea.edu

b. Debriefings

The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions. The KO will notify unsuccessful Offerors of the source selection decision in accordance with FAR 15.503. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable. Excluded Offerors are only entitled to one debriefing for each proposal.

However, if discussions are required, the KO will notify Offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. However, Offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The KO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

c. Discrepancies

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the KO in writing.

d. Electronic Reference Documents

All referenced documents for this solicitation are available on the System for Award Management (SAM) website at <https://sam.gov>. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

e. Communications

Exchanges of source selection information between Government and Offerors will be controlled by the KO. Evaluation notices and responses will be transmitted as emails and will be treated as source selection information. Questions/comments are due no later than **4:00 PM EDT on 23 March 2023**. Questions submitted after the deadline may not be answered. Questions/comments will only be responded to if received in email.

No information concerning this solicitation or requests for clarification will be provided in response to Offeror initiated telephone calls. All such requests must be made in writing and submitted to the KO and CS as directed above. All questions/comments provided in a timely manner will be answered in writing and provided to all Offerors via SAM.gov. However, because of administrative time, written inquiries may not be answered when

requests are received by the Government points of contact after the original due date for receipt of questions as specified in this solicitation. The timeframe for submitting inquiries will not be extended as a result of an extension to the due date for the receipt of offers unless authorized by the KO.

f. Award without Discussions

The Government intends to award without discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best approach/terms for technical, past performance, and price; however, despite this intent, the Government reserves the right to conduct discussions if the Source Selection Authority (SSA) determines they are necessary. If the SSA determines that discussions are necessary, a competitive range will be established. In the event issues pertaining to a proposed contract cannot be resolved to the SSA's satisfaction, the Government reserves the right to withdraw and cancel the solicitation without any liability on the part of the Government. In such event, all Offerors will be notified in writing of the cancellation.

g. Page Size and Format

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches. The technical and past performance volumes of the proposal are to be submitted as a MSWord or PDF document. The price volume shall be submitted via MS Excel. The Government is not responsible for correcting formulas in the Offeror's price volume.

h. Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Page limitations shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered part of the proposal. The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this solicitation. Cover pages, tables of contents, and glossaries shall not be counted as part of a proposal's page count. The following page limits have been established for all proposals in response to the solicitation, as illustrated in the table below:

Proposal Organization

VOLUME	VOLUME TITLE	PAGE LIMIT
1	Administrative Cover Letter <ul style="list-style-type: none"> Cover Letter Attachments 2, 3, 5 and 6 (Separated documents) 	No Page Limit
2	Factor 1 Technical Approach <ul style="list-style-type: none"> Web-based access codes Video or link to video (optional) Print instructional materials and manipulatives Return shipping labels, if applicable Technical subfactors (separated) 	50 Page Limit technical subfactors (excludes access codes, shipping labels, and video) No longer than 10-minute video
3	Factor 2 Past Performance <ul style="list-style-type: none"> 3 -5 References 1 Reference per subcontractor, if applicable 	No more than 5 references, Plus 1 reference per subcontractor
4	Factor 3 Price <ul style="list-style-type: none"> Attachment 1 – Price in Excel, completed base and all option year worksheets 	No Page Limit

i. Proposal Organization

VOLUME 1 – ADMINISTRATIVE COVER LETTER. This volume shall include the following:

- a. Tax identification number (TIN);
- b. Unique Entity Identifier (UEI);
- c. CAGE Code/NAICS Code; (**Verify that your company is under the NAICS Code identified in Block 10 of the SF-1449.** Update NAICS in SAM.gov **prior** to Proposal submission, if needed);
- d. Contact Name, Phone Number, and E-mail Address;
- e. Complete Business Mailing Address;
- f. Offeror proposal shall be firm for **120** days from the proposal submission date;
- g. Offerors shall submit a **signed** SF-1449, Solicitation/Contract/Order for Commercial Items and, if applicable, any SF-30(s), Amendment of Solicitation(s) issued. *Note:* Submit signature page(s) with blocks 30a, b, and c of SF-1449 and, if applicable, blocks 15a, b, and c of SF-30(s) completed.
- h. Completed Terms of Service Addendum (**Attachment 2**) (Required for prime contractor and any proposed subcontractors);
- i. Completed DoDEA Cloud Questionnaire (**Attachment 3**) (Required for prime contractor and any proposed subcontractors);
- j. Completed Accessibility Conformance Report (ACR). **Attachment 4 is the Accessibility Requirements Statement(s) (ARS) applicable to the solicitation and does not need to be returned with the RFP. Return attachment 5 – completed vendor created ACR, See PWS Section 3.8**
Section 508 Compliance:
 - 1. Provide an Accessibility Conformance Report (ACR) for each commercially available Information and Communication Technology (ICT) item offered through this contract. Create the ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located at <https://www.itic.org/policy/accessibility/vpat>. Complete each ACR in accordance with the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Performance Work Statement and attached Accessibility Requirements Statement (ARS). Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. Address each standard individually and with specificity, and clarify whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. Provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims made in the ACR.
 - 2. Describe your approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users.
 - 3. Describe plans for features that do not fully conform to the Section 508 Standards.
 - 4. Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered.
- k. Completed FAR and DFARS provisions as **Attachment 6**.

FAR 52.204-24*

FAR 52.209-7

FAR 52.212-3 Alt I**

FAR 52.229-11

DFARS 252.204-7016

DFARS 252.204-7017

DFARS 252.204-7019

DFARS 252.239-7009

DFARS 252.247-7022

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment:* If the offeror selects "does" in paragraph (c)(1) of the provision at 52.204-26 or paragraph (v)(2)(i) of the provision at 52.212-3, the offeror will be required to complete the representation in paragraph (d)(1) of the provision at 52.204-24. If the offeror selects "does not," completed FAR 52.204-24 does not need to be submitted with the proposal.

****FAR 52.212-3 Alt 1, Offeror Representation and Certifications:** The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

NOTE: Please make sure, when submitting Attachments 2, 3, 5, and 6 that each attachment is provided as a separate document to be included as part of Volume 1.

VOLUME 2 – FACTOR 1 – Technical Approach

Proposals will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered and satisfied the requirements specified in the solicitation and whether the offeror's methods and approach to meeting the solicitation requirements provide the Government with a high level of confidence of successful completion during the term of the contract.

Offerors shall provide:

- a. Web-based access to the Offeror's digital resources for **twenty-five (25)** people submitted with proposal and effective at time of submission through 120 days from the proposal closing date. Digital resources shall not require personally identifiable information (PII) to access online content, i.e., may not require first & last name or any other unique personal information.
- b. (Optional) 5–10-minute video presentation walking evaluators through the digital materials (location/navigation).
- c. One set (print copy) per grade level of instructional resources and a sample of manipulatives (complete sets not required) with a comprehensive list of what is included for each grade level kit (class set/breakdown/quantities).

Shipping/ Package Labeling:

All boxes containing instructional resources and manipulatives shall be shipped via U.S. Postal, UPS, or FEDEX to the following address and must include the information on the label in this order:

Mid-Atlantic District, DoDEA-Americas, Quantico Field Office
 3308 John Quick Road
 Attn: Ms. Denise Eves
 Quantico, VA 22134
 Telephone #: 571-372-1481
 Email: Carolynn.Wendt@dodea.edu

Note: If the Offer requests a return of physical resources, the Offer shall provide prepaid return shipping labels with proposal submission.

- d. The Offerors technical proposal shall address the following eight (8) subfactors. Subfactors 4-8 should be submitted in separate sections, each printed independently. The Offeror's technical and digital approach shall demonstrate their understanding of the Performance Work Statement (PWS) and Technical Exhibits (TE) #1 and #2 and shall include, but not be limited, to Pass-Fail and Trade-Off Subfactors.

Pass-Fail Subfactors: Offeror shall self-certify the following three subfactors. Any Pass-Fail Subfactors ranked as fail is not considered eligible for contract award.

1. Subfactor 1, Copyright Date

Offeror shall self-certify its proposed materials meet the copyright date requirements, per Performance Work Statement (PWS) Section 3.5.

2. Subfactor 2, Alignment to Standards:

Offeror shall self-certify its proposed instructional and assessment resources for each grade level are aligned to the College and Career Ready Standards-Mathematics (CCRS-M) and embed the Standards for Mathematical Practice (SMP) in instruction, per Performance Work Statement (PWS) Technical Exhibit (TE) #1.

3. Subfactor 3, Professional Learning:

Offeror shall self-certify its proposed professional learning resources will meet or exceed DoDEA's professional learning requirements for the core instruction (Tier 1), core intervention (Tier 1 differentiation) and strategic intervention (Tier 2) resources (1) based on current research regarding best practices in mathematics instruction, aligned with CCRS and the SMP, and (2) focused on the organization of the component parts of the programs, and the way the resource materials align to the CCRSM and to each other per Performance Work Statement (PWS) Section 2.1.

Trade-Off Subfactors: Offerors shall provide a Technical Approach that demonstrates the Offeror's abilities to meet or exceed the requirements of the five (5) subfactors below:

1. Subfactor 4, Student Resources:

The Offeror shall submit a proposal that clearly demonstrates its print/manipulative/ web-based resources meet or exceed DoDEA's requirements for making logical connections across grade levels, developing mathematical reasoning and conceptual understanding, and providing opportunities to solve real-world problems, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.1 and Subsections 1.1.1, 1.1.2, 1.1.3, and 1.1.4.

2. Subfactor 5, Teacher Resources:

The Offeror shall submit a proposal that clearly demonstrates its proposed print/web-based resources meet or exceed DoDEA's requirements to support teachers in delivering core instruction, core intervention, strategic intervention, and assessments to all students, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.2 and Subsections 1.2.3, 1.2.4, 1.2.5, and 1.2.7.

3. Subfactor 6, Assessments:

The Offeror shall submit a proposal that clearly demonstrates its proposed print/web-based resources meet or exceed DoDEA's requirements for a balanced assessment system that includes a variety of formative and summative assessments, access to various forms and reports, and automatic scoring for digital assessments for the strategic intervention resources, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.3 and Subsections 1.3.1 and 1.3.3, and Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.6 and Subsections 1.6.4 and 1.6.5.

4. Subfactor 7: Data Management:

The Offeror shall submit a proposal that clearly demonstrates its proposed print/web-based resources meet or exceed DoDEA's requirements for addressing the needs of stakeholders at the classroom, school, district, region, and system levels, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.4 and Subsections 1.4.1, 1.4.2, and 1.4.3.

5. Subfactor 8: Additional Strategic Intervention Instructional Resources:

The Offeror shall submit a proposal that clearly demonstrates the Offeror's proposed print/web-based strategic intervention resources meet or exceed DoDEA's requirements of coherence and standards-aligned assessments and instructional resources to the core instruction and core intervention, assortment of instructional assessment strategies and resources, and recommendations on selection criteria for strategic intervention support, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.6 and Subsections 1.6.1, 1.6.2, and 1.6.3.

VOLUME 3 – PAST PERFORMANCE PROPOSAL (FACTOR 2)

The Offeror shall submit **at least three and no more than five** references of recent and relevant contracts. The offeror shall also submit **one** reference for each Subcontractor proposed, if applicable. The contracts may be past or current as long as the performance did not end more than five years prior to the due date for the submission of the proposal, and the contracts may be with Federal, state and/or city agencies or commercial customers.

- a. It is the offeror's responsibility to provide valid, current, and verifiable references. References must include:
 - Name of the organization that will be providing the reference,
 - Name of the POC
 - POC Telephone Number
 - POC Email address,
 - Contract Value,
 - Contract Number,
 - Period of Performance, and
 - Scope of Work
- b. The above POCs must be either Government personnel (Civil service or military) or employees of private sector clients with whom you have provided similar educational products and services. Information provided by or POCs who work directly for your company, or indirectly (i.e., in a prime or subcontractor relationship), will NOT be considered relevant. Offerors shall ensure that contact information for designated references is accurate and up to date.
- c. If a subcontracting relationship is proposed, the Offeror shall submit the consent of the proposed principal subcontractor(s) to disclose their past performance information to the Offeror (Prime Contractor) along with the Offeror's proposed submission. If the proposed principal subcontractor(s) consent is not provided at the time of the Offeror's proposal submission, the past performance information for the principal subcontractor(s) may not be considered by the government in assessing the Offeror's past performance.

VOLUME 4 – PRICE PROPOSAL (FACTOR 3)

This proposal volume shall:

- a. The Offeror's prices shall be complete with an accurate reflection of all aspects of the requirement.
- b. Be in the Microsoft Excel spreadsheet titled, "**Attachment 1 - Pricing Sheet.**" All items must have a price or be marked "NSP" for "Not Separately Priced." Each item will state the description including item descriptions (make, model, ISBN, length of digital access, etc.), quantity, unit, unit price, and extended total. A final total for a five (5) year base and five (5) 1-year option periods are required in the Excel Spreadsheet. (Attachment 1, Pricing Sheet).
- c. If standard commercial pricing differs from the pricing sheet, offerors may submit pricing that is more appropriate to their standard commercial practice.
- d. If an Offeror includes an alternate pricing structure than what is provided, the quote shall reference the Contract Line Item Numbers (CLINs) and Sub-CLINs in Attachment 1, Pricing Sheet. The Government may exclude proposals from further consideration if any items described in the technical proposal are not included in the pricing schedule.

- e. A zero-figure in a proposal means that the line item shall be provided at no charge to the government. A Line Item price left blank will be considered nonresponsive to this request and the proposal will not be considered for award.
- f. Offerors shall ensure mathematical computations are correct. The Government is not responsible for correcting any formulas in the Offeror's price volume.

SUBMISSION REQUIREMENTS AND PROPOSAL DUE DATE (Volumes 1 - 4):

Proposal is due no later than the date listed in the solicitation via email Ms. Carolyn Wendt at Carolynn.Wendt@dodea.edu and Alim Korma at Alim.Koroma@dodea.edu. See Block 8 of the SF-1449 for proposal due date. Delivery of print materials and manipulatives for Factor 1 - Technical Approach are to be shipped to the address provided in Volume 2 instructions, above.

Note: DoDEA has a maximum email limit of 10MB. Vendors shall confirm receipt of their electronic copy by return email from the above email address.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See 52.212-2 ADDENDUM-EVALUATION-COMMERCIAL ITEMS (DEC 2006) below.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-2 ADDENDUM – EVALUATION – COMMERCIAL ITEMS (DEC 2006)

The Government intends to award a single award Firm-Fixed-Price (FFP), Indefinite-Delivery, Indefinite-Quantity (IDIQ) Contract from this solicitation to the responsible Offeror on a competitive best value, using “best value tradeoff” basis.

Evaluation will be conducted in accordance with the evaluation criteria below:

1. Factor 1 – Technical Approach
 - a. Subfactors (a) 1-3 Pass-Fail Technical Subfactors
 - b. Subfactors (b) 4-8 Trade-Off Technical Subfactors
2. Factor 2 – Past Performance

3. Factor 3 – Price

Factor 1, Technical Approach is more important than Factor 2, Past Performance. Factor 1, Technical Approach, and Factor 2, Past Performance, when combined, are more important than Factor 3, Price.

Note: Section 508 Acceptance and Technology Safety, Compliance, and Compatibility Tests:

1. Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate the offeror's Section 508 conformance claims. If the government determines that Section 508 conformance claims provided by the offeror represent a higher level of conformance than what is actually provided to the agency, the government shall, at its option, require the offeror to remediate the item to align with the offeror's original Section 508 conformance claims prior to acceptance.
2. Prior to acceptance, the government reserves the right to verify offeror meets DoDEA's technology safety, compliance, and compatibility tests.
3. Offerors may be ineligible for contract award if proposed ICT products or services are not compliant with Section 508 standards or if technology safety, compliance, and compatibility are not compliant with DoDEA standards.

EVALUATION FACTOR 1 – TECHNICAL APPROACH

Proposals will be evaluated to determine whether each Offeror's methods and approach demonstrates an understanding of the PWS and Technical Exhibits (TE) #1 and #2 in accordance with the Pass-Fail and Trade-Off subfactors below.

- a. Sub-Factors 1-3 will be evaluated on a Pass and/or Fail basis. **Specifications ranked as fail will not be considered eligible for contract award.**
 1. Subfactor 1, Copyright Date:
Copyright Date will be evaluated for the extent the offeror's proposal meets the requirements of Performance Work Statement (PWS) Section 3.5. The rating standard for this subfactor is below.
 2. Subfactor 2, Alignment to Standards:
Alignment to Standards will be evaluated to the extent the offeror's proposal meets the requirements of Performance Work Statement (PWS) Technical Exhibit (TE) #1. The rating standard for this subfactor is below.
 3. Subfactor 3, Professional Learning:
Professional Learning will be evaluated to the extent the offeror's proposal meets the requirements of Performance Work Statement (PWS) Section 2.1. The rating standard for this subfactor is below.
- b. Subfactors 4-8 will be evaluated to the degree in which an offeror's proposal demonstrates a clear understanding of the technical requirements and all the tasks identified in the respective Subfactor and how their technical approach will meet or exceed the requirements of the respective Subfactor tasks.
Subfactors 4, 5, 6, 7, and 8 are equal in importance.
 1. Subfactor 4, Student Resources:
Offeror's proposal and print/manipulative/web-based resources will be evaluated to the degree/extent they meet or exceed DoDEA's requirements for making logical connections across grade levels, developing mathematical reasoning and conceptual understanding, and providing opportunities to solve real-world problems, per Performance Work Statement (PWS) Technical Exhibit (TE)#1 Section 1.1 and Subsections 1.1.1, 1.1.2, 1.1.3, and 1.1.4.
 2. Subfactor 5, Teacher Resources:
Offeror's proposal and print/web-based resources will be evaluated to the degree/extent they meet or exceed DoDEA's requirements to support teachers in delivering core instruction, core intervention,

strategic intervention, and assessments to all students, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.2 and Subsections 1.2.3, 1.2.4, 1.2.5, and 1.2.7.

3. Subfactor 6, Assessments:

Offeror's proposal and print/web-based resources will be evaluated to the degree/extent they meet or exceed DoDEA's requirements for a balanced assessment system that includes a variety of formative and summative assessments, access to various forms and reports, and automatic scoring for digital assessments for the strategic intervention resources, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.3 and Subsections 1.3.1 and 1.3.3, and Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.6 and Subsections 1.6.4 and 1.6.5

4. Subfactor 7: Data Management:

Offeror's proposal and print/web-based resources will be evaluated to the degree/extent they meet or exceed DoDEA's requirements for addressing the needs of stakeholders at the classroom, school, district, region, and system levels, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.4 and Subsections 1.4.1, 1.4.2, and 1.4.3

5. Subfactor 8, Additional Strategic Intervention Instructional Resources:

Offeror's proposal and print/web-based strategic intervention resources will be evaluated to the degree/extent they meet or exceed DoDEA's requirements of coherence and standards-aligned assessments and instructional resources to the core instruction and core intervention, assortment of instructional assessment strategies and resources, and recommendations on selection criteria for strategic intervention support, per Performance Work Statement (PWS) Technical Exhibit (TE) #1 Section 1.6 and Subsections 1.6.1, 1.6.2, and 1.6.3.

Rating Standards for the Non-Price Proposal

Combined Technical/Risk Rating, Sub-Factors 1 – 3 (Excluding Past Performance)

Pass	Fail
Offeror self-certified its proposed materials have a copyright date of not earlier than 2020.	Offeror does not self-certify its proposed materials have a copyright date not earlier than 2020.
Offeror self-certifies its proposed instructional and assessment resources for each grade level are aligned to the College and Career Ready Standards-Mathematics (CCRSM) and embed the Standards for Mathematical Practice (SMP) in instruction.	Offeror does not self-certify its proposed instructional and assessment resources for each grade level are aligned to the College and Career Ready Standards-Mathematics CCRSM and embed the Standards for Mathematical Practice (SMP) in instruction.
Offeror self-certifies its proposed professional learning resources will meet or exceed DoDEA's professional learning requirements of the core instruction (Tier 1), core intervention (Tier 1 differentiation), and strategic intervention (Tier 2) resources, (1) based on current research regarding best practices in mathematics instruction, aligned with CCRS and the SMP, and (2) focused on the organization of the component parts of the programs, and the way the resource materials align to the CCRSM and to each other.	Offeror does not self-certify its proposed professional learning resources will meet or exceed DoDEA's professional learning requirements of the core instruction (Tier 1), core intervention (Tier 1 differentiation), and strategic intervention (Tier 2) resources, (1) based on current research regarding best practices in mathematics instruction, aligned with CCRS and the SMP, and (2) focused on the organization of the component parts of the programs, and the way the resource materials align to the CCRSM and to each other.

Combined Technical/Risk Rating, Sub-Factors 4 - 8 (Excluding Past Performance).

Adjectival Rating	Description
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Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal demonstrates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and demonstrates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach an understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

EVALUATION FACTOR 2 – PAST PERFORMANCE

An Offeror's past performance will be evaluated to determine the confidence the Government has in an Offeror's ability to provide the product and services that meet the current requirement based on a demonstrated record of recent, relevant performance. In addition to past performance references provided in the proposal, the Government may also consider information obtained through other sources such as Performance Assessment Reporting System (CPARS).

Relevant past performance includes efforts of the same or similar scope, magnitude of effort, and complexity this solicitation requires. include specific examples, if appropriate. E.g., "These include efforts where the Offeror provided services similar to those outlined in the performance work statement.

Recent efforts are defined as those efforts, which have been performed during any portion of the last five years, including those efforts currently being performed.

References and other sources of past performance information will not be individually rated. The Government will consider the collective record of all recent and relevant past performance in assessing a rating.

In the case of an Offeror, together with any proposed major subcontractors, without a record of relevant past performance or for whom information on past performance is not available, a "Neutral Confidence" rating will be assigned to the Past Performance Factor and the Offeror will be evaluated neither favorably nor unfavorably on past performance.

The Government will use the rating scheme listed in the tables below when conducting the evaluation outlined above for the Past Performance factor.

Proposals will be evaluated to assess the degree of confidence the Government has in an Offeror's ability to perform the contract successfully based on relevant past performance information.

Past Performance Relevancy Ratings

There are three aspects to the past performance evaluation.

The first is to evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. **Recent is defined as a performance that is no older than 5-years from the date the solicitation is issued.** In conducting a performance relevancy assessment, each Offeror shall be assigned one of the ratings in the table below:

Past Performance Relevancy Rating Method

Adjectival Rating	Description
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Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments

The second aspect of the past performance evaluation is to determine how well the contractor performed on the previous relevant contracts. The Government will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment. In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings from the table below:

Performance Confidence Assessments Method

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Overall Quality

The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance. The Past Performance Evaluation Team will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating will not be assessed, rather, the past performance rating will be based on the offeror's overall record of recency, relevancy, and quality of performance.

Best Value Evaluation Standard Definitions

Rating	The evaluators' conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies of an evaluation factor or subfactor. The ratings for each Non-Cost/Price Factor and each of its subfactors will be expressed as an adjective.
Significant Strength	An aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

Strength	An aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage to the Government during contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Risk	The potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.
Performance Confidence Assessment	An evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.
Recency	Pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.
Relevancy	Pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

EVALUATION FACTOR 3 – PRICE

- a. Price will be evaluated separately from technical and past performance.
- b. Price analysis will be conducted to ensure the Government receives a fair and reasonable price in accordance with FAR 15.404-1(b)(2)
- c. Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base period. Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002", means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-

disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[☐] Yes or [☐] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [☐] does, [☐] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [☐] does, [☐] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision--

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if--
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--
 - (1) It ☐ is ☐ is not a foreign person; and
 - (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation: <https://www.acquisition.gov/far>

Defense Federal Acquisition Regulation Supplements (DFARS and Procedures, Guidance, and Information (PGI): <https://www.acquisition.gov/dfars>

Electronic Code of Federal Regulations: <https://ecfr.federalregister.gov>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)