

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 36	
2. CONTRACT NO. HE1254-09-D-0010	3. SOLICITATION NO. HE1254-09-R-0007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 13 Mar 2009	6. REQUISITION/PURCHASE NO. HE125420000300015			
7. ISSUED BY DOD EDUCATION ACTIVITY ATTN: PROCUREMENT DIVISION 4040 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1635		CODE HE1254	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
TEL: FAX:		See Item 7				TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 01:00 PM local time 23 Apr 2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ISHAH MACK	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-588-3624	C. E-MAIL ADDRESS ishah.mack@hq.dodea.edu
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11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	32 - 36
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 17	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	18 - 28	J	LIST OF ATTACHMENTS	
	D PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	29	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	30 - 31	M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS				

OFFER (Must be fully completed by offeror)

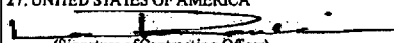
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	<table border="1"> <tr> <th>AMENDMENT NO.</th> <th>DATE</th> <th>AMENDMENT NO.</th> <th>DATE</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
AMENDMENT NO.	DATE	AMENDMENT NO.	DATE						

15A. NAME AND ADDRESS OF OFFEROR UNIVERSITY OF NEVADA-LAS VEGAS ROCHELLE ATHEY 4505 MARYLAND PARKWAY LAS VEGAS NV 89154-1055	CODE 1K0W9	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code) 702-895-1357	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$6,280,566.00	21. ACCOUNTING AND APPROPRIATION See Schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 1	ITEM Section G
24. ADMINISTERED BY (If other than Item 7) See Item 7	CODE	25. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS ATTN: INVP DAFS 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-1500
26. NAME OF CONTRACTING OFFICER (Type or print) LOU RANKIN TEL: 703-588-3603 EMAIL: lou.rankin@hq.dodea.edu	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 01-Jul-2009

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

BASE YEAR:
JULY 1, 2009 – JUNE 30, 2010

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Courses FFP FOB: Destination PURCHASE REQUEST NUMBER: HE125420090390015		Each		\$0.00

ESTIMATED NET AMT	\$0.00
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ACRN AA CIN: HE1254200903900150001	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	Full Year Courses FFP Full Year Courses (including Teacher Resources) FOB: Destination	17	Each	\$161,572.00	\$2,746,724.00

ESTIMATED NET AMT	\$2,746,724.00
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ACRN AA CIN: HE1254200903900150001AA	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	Semester Courses FFP Semester Courses (including Teacher Resources) FOB: Destination	12	Each	\$161,572.00	\$1,938,864.00
ESTIMATED NET AMT					\$1,938,864.00
ACRN AA CIN: HE1254200903900150001AB					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	Lab Courses FFP Lab Courses (including Teacher Resources) FOB: Destination	4	Each	\$193,120.75	\$772,483.00
ESTIMATED NET AMT					\$772,483.00
ACRN AA CIN: HE1254200903900150001AC					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Professional Development FFP FOB: Destination		Hours		\$0.00
					<hr/>
					ESTIMATED NET AMT \$0.00
					<hr/>
					ACRN AA \$0.00 CIN: HE1254200903900150002

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AA	FFP Content Developers FOB: Destination	125	Hours	\$2,471.00	\$308,875.00
					<hr/>
					ESTIMATED NET AMT \$308,875.00
					<hr/>
					ACRN AA \$0.00 CIN: HE1254200903900150002AA

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AB	Instructional Systems Designers FFP FOB: Destination	60	Hours	\$2,471.00	\$148,260.00
					\$148,260.00
ESTIMATED NET AMT					\$148,260.00
ACRN AA					\$0.00
CIN: HE1254200903900150002AB					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Travel COST FOB: Destination		Each		\$315,360.00
ESTIMATED COST					\$315,360.00
ACRN AA					\$0.00
CIN: HE1254200903900150003					

OPTION YEAR 1:
JULY 1, 2010 – JUNE 30, 2011

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Courses FFP FOB: Destination		Each		\$0.00

ESTIMATED NET AMT \$0.00

ACRN AA \$0.00
CIN: HE1254200903900151001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA OPTION	Full Year Courses FFP Full Year Courses (including Teacher Resources) FOB: Destination	2	Each	\$189,853.00	\$379,706.00

ESTIMATED NET AMT \$379,706.00

ACRN AA \$0.00
CIN: HE1254200903900151001AA

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB OPTION	Semester Courses FFP Semester Courses (including Teacher Resources) FOB: Destination	2	Each	\$189,853.00	\$379,706.00
ESTIMATED NET AMT					\$379,706.00
ACRN AA CIN: HE1254200903900151001AB					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AC OPTION	Lab Courses FFP Lab Courses (including Teacher Resources) FOB: Destination	1	Each	\$224,947.00	\$224,947.00
ESTIMATED NET AMT					\$224,947.00
ACRN AA CIN: HE1254200903900151001AC					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	Professional Development FFP FOB: Destination		Hours		\$0.00
ESTIMATED NET AMT					\$0.00
ACRN AA CIN: HE1254200903900151002					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002AA OPTION	FFP Content Developers FOB: Destination	40	Hours	\$726.00	\$29,040.00
ESTIMATED NET AMT					\$29,040.00
ACRN AA CIN: HE1254200903900151002AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002AB OPTION	Instructional Systems Designers FFP FOB: Destination	20	Hours	\$726.00	\$14,520.00

ESTIMATED NET AMT	\$14,520.00
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ACRN AA CIN: HE1254200903900151002AB	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Travel COST FOB: Destination		Each		\$55,097.00

ESTIMATED COST	\$55,097.00
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ACRN AA CIN: HE1254200903900151003	\$0.00
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OPTION YEAR 2:
JULY 1, 2011 – JUNE 30, 2012

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Courses FFP FOB: Destination		Each		\$0.00

ESTIMATED NET AMT \$0.00

ACRN AA \$0.00
CIN: HE1254200903900152001

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AA OPTION	Full Year Courses FFP Full Year Courses (including Teacher Resources) FOB: Destination	2	Each	\$199,161.00	\$398,322.00

ESTIMATED NET AMT \$398,322.00

ACRN AA \$0.00
CIN: HE1254200903900152001AA

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB OPTION	Semester Courses FFP Semester Courses (including Teacher Resources) FOB: Destination	2	Each	\$199,161.00	\$398,322.00
					\$398,322.00
					\$0.00
ACRN AA CIN: HE1254200903900152001AB					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AC OPTION	Lab Courses FFP Lab Courses (including Teacher Resources) FOB: Destination	1	Each	\$235,994.00	\$235,994.00
					\$235,994.00
					\$0.00
ACRN AA CIN: HE1254200903900152001AC					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	Professional Development FFP FOB: Destination		Hours		\$0.00

ESTIMATED NET AMT \$0.00

ACRN AA \$0.00
CIN: HE1254200903900152002

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002AA OPTION	FFP Content Developers FOB: Destination	40	Hours	\$762.00	\$30,480.00

ESTIMATED NET AMT \$30,480.00

ACRN AA \$0.00
CIN: HE1254200903900152002AA

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002AB OPTION	Instructional Systems Designers FFP FOB: Destination	20	Hours	\$762.00	\$15,240.00

ESTIMATED NET AMT \$15,240.00

ACRN AA \$0.00
CIN: HE1254200903900152002AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Travel COST FOB: Destination		Each		\$60,445.00

ESTIMATED COST \$60,445.00

ACRN AA \$0.00
CIN: HE1254200903900152003

OPTION YEAR 3:
JULY 1, 2012 - JUNE 30, 2013

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	Professional Development FFP FOB: Destination		Hours		\$0.00
					\$0.00
ACRN AA CIN: HE1254200903900153001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AA OPTION	FFP Content Developers FOB: Destination	30	Hours	\$17,155.00	\$514,650.00
					\$514,650.00
ACRN AA CIN: HE1254200903900153001AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AB OPTION	Instructional Systems-Designers FFP FOB: Destination	20	Hours	\$17,155.00	\$343,100.00

ESTIMATED NET AMT	\$343,100.00
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ACRN AA	\$0.00
CIN: HE1254200903900153001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Travel COST FOB: Destination		Each		\$31,100.00

ESTIMATED COST	\$31,100.00
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ACRN AA	\$0.00
CIN: HE1254200903900153002	

OPTION YEAR 4:
JULY 1, 2013 – JUNE 30, 2014

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	Professional Development FFP FOB: Destination		Hours		\$0.00
ESTIMATED NET AMT					\$0.00
ACRN AA CIN: HE1254200903900154001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AA OPTION	FFP Content Developers FOB: Destination	30	Hours	\$17,967.00	\$539,010.00
ESTIMATED NET AMT					\$539,010.00
ACRN AA CIN: HE1254200903900154001AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AB OPTION	Instructional Systems Designers FFP FOB: Destination	20	Hours	\$17,967.00	\$359,340.00

ESTIMATED NET AMT	\$359,340.00
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ACRN AA	\$0.00
CIN: HE1254200903900154001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Travel COST FOB: Destination		Each		\$32,681.00

ESTIMATED COST	\$32,681.00
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ACRN AA	\$0.00
CIN: HE1254200903900154002	

Section C - Descriptions and Specifications

Performance Work Statement**Course Development and Capacity Building
For the DoDEA Virtual School**

1.0 INTRODUCTION

1.1. The Department of Defense Education Activity (DoDEA) serves the educational needs of the dependents of military and civilian employees by providing PK-12 instruction to approximately 85,000 students in seven states, twelve foreign countries, Guam, and Puerto Rico. The number of students varies based on the deployment of military troops worldwide. DoDEA's curriculum, resources, and student achievement scores on standardized assessments compare favorably to high-performing US public schools.

1.2 DoDEA is divided into three administrative areas. DDESS (Domestic Dependent Elementary and Secondary Schools) covers seven states, Puerto Rico, and Cuba. DoDDS (Department of Defense Dependent Schools) is divided into DoDDS-Europe and DoDDS-Pacific. The former consists of England, Germany, Italy, Belgium, Netherlands, Spain, Portugal, Turkey, and Bahrain. The latter consists of Korea, Japan, and Guam.

1.3 Due to force structure changes, a large number of school-age children of military members will be relocating between DoDEA over the next few years. The majority of these children will attend public schools outside of military installations ("military connected public schools"). Section 574(d) of Public Law 109-364, the John Warner National Defense Authorization Act for FY 2007, directed the Secretary of Defense to ease the transition of these children, especially during deployments. Due to its long history of successfully educating military students, the Department of Defense selected DoDEA to champion this effort, in part, by establishing partnering relationships with local education agencies with military connected public schools.

2.0 BACKGROUND

2.1 DoDEA has used commercial, off-the-shelf products as well as courses developed in-house to meet its virtual learning needs. In order to expand the virtual learning opportunities offered to DoDEA students and to have the ability to provide outside educational partners (including local education agencies) with access to high-quality virtual courses and course material, DoDEA intends to establish a virtual high school consisting of courses developed specifically to meet DoDEA's requirements.

2.2 **For this initiative DoDEA is seeking customized courses developed to its specific requirements, not commercial, off-the-shelf courses.**

3.0 SCOPE AND DEFINITIONS

3.1 Purpose: Through the development of courses for DoDEA's virtual high school, DoDEA will expand access to quality curriculum, instruction and assessment by offering virtual courses customized to meet DoDEA standards. It is anticipated that these virtual classes will be comparable or superior in quality to those delivered in DoDEA grade 9-12 classrooms worldwide. To build a virtual high school that is customized to meet DoDEA's requirements, DoDEA requires course development and professional development.

3.2 Course Development: In the base period, DoDEA requires the development of 33 high school level (grades 9-12) courses (21 full-year and 12 semester courses) and related online teacher resources

tailored to DoDEA's standards. In Option Years 1-2, DoDEA requires the development of five additional courses (three full year courses and two semester courses) each year.

3.3 **Professional Development:** DoDEA requires the Contractor to create and conduct professional development for DoDEA personnel in the following areas:

- Content development: ePedagogy and related content issues.
- Instructional design: application of appropriate learning theory and technology to facilitate student-centered instructions.

3.4 **Definitions**

- **Subject-Matter Expert (SME):** A content expert in a given curricular area, such as US history, Algebra I, or chemistry.
- **Curricular Area:** The content areas of specialization for the courses to be developed (i.e. mathematics).
- **Lead SME:** A key contracting team member charged with overseeing the Contractor's efforts to provide content for the courses and providing professional development to DoDEA's content development team. This person will liaise with DoDEA's program manager throughout the life of the contract.
- **Lead Instructional Designer:** The key individual overseeing the Contractor's efforts in providing instructional design for the courses and providing professional development to DoDEA's instructional designers. This person will liaise with DoDEA's Contracting Officer's Representative (COR) throughout the life of the contract.
- **Program Management Team:** includes at least two people who have the responsibilities for project manager, lead SME and lead instructional designer. The team shall participate in the Post-Award Conference/ Implementation Plan Meeting and the Monthly Leadership Meetings and shall be the points of contact for the content and instructional design matters, including professional development.
- **DoDEA's Content Development Team:** The team consists of DoDEA content experts and classroom teachers, many of whom are expected to participate in the Summer Conference.
- **Spiral Evaluation:** The initiative's Course development process, in which Modules are developed by the Contractor, reviewed and commented on by DoDEA, changed by the Contractor, reviewed by DoDEA, etc. This process shall continue until a Course is fully developed and delivered.
- **Lesson(s):** Units of instruction broken down into stand-alone components, and comprised of a unified collection of Lesson Materials.
- **Module(s):** The organizational framework of the courses based upon subject-specific concepts or theories. Each Module must contain five Lessons.
- **Course(s):** A complete series of Modules (eight Modules for a semester course and 16 Modules for a full-year Course) broken down into Lessons and accompanying Teacher Resources as defined by the curriculum, course description and course requirements.
- **Lesson Materials:** Consist of all the parts of a created Lesson, including, but not limited to the text, videos, and interactive elements utilized in the Lesson to teach curricular content. Lesson Materials include but are not limited to all interactive add-ins such as HTML, XML, Flash, and MOV.

- **Teacher Resources:** Accompanying guidance and materials that will support the instructor in implementing each Course.
- **Learning Outcome:** Specific measurable objectives defined in terms of skills, knowledge, attitudes and application.

4.0 REQUIREMENTS

4.1 Course Development and Delivery

4.1.1 The Contractor shall develop 33 courses listed in the eight curricular areas below. The asterisk indicates a semester unit course; all other courses are full year (two semester units). There are a total of 21 full year courses and a total of 12 semester courses.

Eight Curricular Areas (* denotes a semester length Course)

1. Mathematics: Algebra I, Algebra II, Geometry, Mathematics Analysis
2. English: English 9, English 10, English 11, English 12
3. Science (Lab-based): Biology, Chemistry Applications, Physics, Earth & Space Science
4. Social Studies: Economics*, Psychology*, Sociology*, American Government*, US History, World History: Civilizations, World History: The Modern World
5. Foreign Language: Spanish I-II, Chinese I-II (Mandarin)
6. Professional Technical Studies: Accounting I-II, Presentation Software Applications*, Management-International Business*
7. Physical Education: Personal Fitness*, Lifetime Sports*, Activity Nutrition*
8. Fine Arts: Humanities*, Art Appreciation* Music Appreciation*

4.1.2 **Course Delivery:** The Contractor shall deliver the Courses on the following schedule:

Date	Courses	Course Titles
30 Oct 09	4	One Course from each of the following curricular areas: English, mathematics, science, and social studies
29 Jan 10	10	Among the ten Courses, one Course must come from each of the following curricular areas: Professional Technical Studies, physical education, fine arts, and foreign language.
30 Apr 10	10	As determined by Contractor
30 Jun 10	9	As determined by the Contractor

4.2 The Contractor shall develop online Courses that address the following requirements.

4.2.1 *Content: Courses shall:*

4.2.1.1 Be equivalent to one semester (18 weeks) or two semesters (36 weeks) as defined by DoDEA's course descriptions.

4.2.1.2 Meet the DoDEA provided course descriptions, standards, and related criteria that are aligned with DoDEA content standards, instruction and assessment in appropriate content and technology areas.

4.2.1.3 Follow the DoDEA-provided scope and sequence for each course.

4.2.1.4 Include a Course syllabus and a listing of requirements.

4.2.1.5 Be consistent with DoDEA provided expectations regarding academic integrity and etiquette.

4.2.1.6 Be free of racial, color, national origin, age, disabling conditions, sexual, religious, and ethnic bias and shall present a balanced coverage of a variety of cultures accurately and authentically, avoiding stereotypes. Materials should also promote gender equity.

4.2.1.7 Include a variety of audio, video and graphical media elements in the Lesson Material that are engaging and relate directly to topics covered. The media types accommodate different learning styles and stimulate active participation.

4.2.1.8 Contain 40 (semester) or 80 (full year) stand-alone (learning object-based) Lessons. Each Lesson shall:

4.2.1.8.1 Contain no references or dependency on previous or future Lessons so that teachers can adapt/provide differentiated instruction to address student learning needs.

4.2.1.8.2 Include Learning Outcomes that are (1) clearly stated, observable, measurable, achievable and (2) aligned with DoDEA learning standards and objectives.

4.2.1.8.3 Include content-related topics, readings and activities that provide students with authentic background information and applications to course content.

4.2.1.8.4 Emphasize 21st century themes such as learning and innovation skills; information, media, and technology skills; life and career skills.

4.2.1.8.5 Employ a flexible multi-media approach that includes virtual resources delivered via the Internet and Web 2.0 tools (e.g., audio-graphic collaboration, synchronous chat and asynchronous components) designed to promote student engagements and stimulate interaction between the instructor and students and among the students.

4.2.1.8.6 Include a glossary of key curricular terms.

4.2.1.9 Contain Teacher Resources that: provide materials that support the instructor in implementing each course, which, at a minimum, includes materials covering the following topics:

- ePedagogy and management
- Creation and sustainment of an online community
- Implementation of a constructivist, student-centered learning approach to promote differentiated instruction and accommodate multiple learning styles.
- Assessments. This material shall cover the following assessment related topics: the adequate and appropriate methodology to assess students' mastery of content; the use of formative and summative assessments to verify each student's

readiness for the next Lesson or Module; the use of formative and summative assessments to support student and teacher needs for feedback; and, the use of formative and summative assessments to provide grading rubrics and models for teachers.

4.2.1.10 Be deemed "works", as will all Lesson Materials and Teacher Resources, as that term is defined in Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7020. Further, the Contractor shall be bound by all the obligations and shall provide the Government with the all of the rights and licenses set forth in Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7020, "Rights in Special Works".

4.2.2 Design: Courses shall:

4.2.2.1 Be designed to run in DoDEA's designated Virtual Learning Environment (VLE) and scalable to any platform which supports SCORM 1.2. (See www.adlnet.gov.)

4.2.2.2 Meet universal design principals and World Wide Web Consortium (W3C) guidelines. See www.w3.org.)

4.2.2.3 Be object-based and meet all SCORM (Shared Content Object Reference Model) 1.2 requirements. The lowest Shareable Content Object (SCO) will be at the Lesson level.

4.2.2.4 Provide interactive and video file Lesson Materials and Teacher Resources in QuickTime v. 6.0+ and Windows Media V.9+ formats, and/or Flash6+ format, with closed captioning that is compatible with identified hardware and operating system requirements. (See 5.5.)

4.2.2.5 Be designed and delivered in HTML to facilitate multiple format use (including, but not limited to, CD distribution and mobile platforms) and include all digital assets (HTML web pages, Flash interactives, video components, and all related stock images).

4.2.2.6 Contain two sets of Course files: a master set and a low bandwidth set. The master set shall contain Lesson Materials and Teacher Resources with rich media elements; the low-bandwidth set shall contain duplicate Lesson Materials and Teachers Resources in plain text.

4.2.2.7 Be subscription-free and require no additional hardware or software for operation except for those identified in Section 5.0.

4.2.2.8 Have Lessons that include Lesson Materials containing virtual resources delivered via the Internet such as simulations, games, scenarios, case studies, role playing and opportunities. Interactive Lesson Materials, such as large Flash objects and videos, shall be inserted, not embedded, into the Lesson as user user-initiated links. All Lesson Materials consisting of Flash and video assets shall be differentiated from text objects in the web folder structure with no streaming video service required for proper video delivery.

4.3 Project Management Team

4.3.1 The Contractor shall designate a Project Management Team consisting of a project manager, a lead subject matter expert (SME), and a lead instructional designer (the Contractor shall designate at least two people to the Project Management Team). The Project Management Team shall participate in the Post-Award Conference/ Implementation Plan Meeting and the Monthly Leadership Meetings described below, and shall be the points of contact for the content

and instructional design matters, including professional development. Further, the Project Management Team will also be responsible for providing DoDEA the four Quarterly Status Reports described below.

4.3.2 Monthly Leadership Meetings: The Monthly Leadership Meetings shall be devoted to reviewing the progress of and discussing changes in the Course Modules. The Monthly Leadership Meetings shall focus on such topics as content analysis, design and development protocols, internal and external content review and evaluation, encoding, distribution of content, and course implementation.

4.3.3 Quarterly Status Reports: The Contractor shall provide DoDEA four Quarterly Status Reports (a report each quarter), detailing the progress it has made towards completing the contract requirements and meeting deadlines. The format shall be finalized at the Implementation Plan Meeting, but shall include a discussion of the progress of each Course's development and a discussion of any outstanding issues.

4.4 Subject-Matter Experts (SME)

4.4.1 The Contractor shall provide at least one SME for each Course who is knowledgeable of the curriculum requirements and course materials.

4.4.2 The Contractor's SMEs shall (1) assist in content development of the Courses (including both the Lessons and the Teachers Resources) to ensure informed, quality instruction and (2) coordinate the integration of course standards and materials, correlation to online instructional strategies, and authentic assessment methodologies.

4.4.3 The Contractor's SMEs shall provide online and/or videoconference professional development services related to Course content, educational theory and instructional practices related to creating and implementing quality online courses. DoDEA anticipates that the Contractor will be working with 3-5 members of the DoDEA Content Development Team per course.

4.5 Professional Development: *The Contractor shall:*

4.5.1 *Content Professional Development*: Have its SME provide selected members of the DoDEA content development teams with approximately 125 hours of professional development on such topics as differentiating instruction and incorporating new technology into instruction. DoDEA anticipates that this professional development will be conducted in various venues through various types of media (face-to-face, videoconferencing, online and telephonic); however, when possible, DoDEA will require the Contractor to provide professional development telephonically or online. Professional development recipients will include distance learning teachers and district, area, and headquarter staff. DoDEA anticipates that any face-to-face training will be for a group no larger than 25 people. DoDEA and the Contractor will determine the topics and schedule for professional development at the Post-Award and Implementation Plan Meeting. (See 3.3.)

4.5.2 *Instructional Design Professional Development*: Have its instructional designers provide DoDEA instructional designers with approximately 60 hours of professional development on the following topics: (1) principles and strategies based on researched learning theories that match student needs and management of virtual content developed in conjunction with this initiative and (2) how to revise/replace existing modules. Instructional design professional development shall generally be conducted telephonically or online; however, DoDEA anticipates that there will be one face-to-face meeting at DoDEA HQ (one day with approximately seven DoDEA staff).

DoDEA and the Contractor will determine the topics and schedule for professional development at the Post-Award and Implementation Plan Meeting. (See 3.3.)

4.6 Proposed Course Development Framework

4.6.1 DoDEA anticipates that the Contractor may propose minor alterations to the proposed course development framework presented below:

4.6.2 The framework shall be finalized at the Post-Award & Implementation Plan Meeting.

Proposed Course Development Framework	
Post-Award & Implementation Plan Meeting	<ul style="list-style-type: none"> The Contractor's program management team (2-3 people) will meet for two days at DoDEA HQ with key members of DoDEA's virtual high school team (project manager, lead instructional designer, lead content expert, etc.) to formulate a mutually agreeable Course development framework, implementation plan, and timeline.
Proposed Summer Conference	<ul style="list-style-type: none"> Over a ten-day period, the Government will share its vision and define its requirement for each Course and provide relevant course information for each of the 33 Courses to be developed. (See 4.6.3.) The project manager, instructional designers, and SMEs (some of whom may only need to be available telephonically) will collaborate with approximately three DoDEA instructional designers and a total of 25-30 content experts and classroom teachers (DoDEA's Content Development Team). The purpose of the conference is to provide the Contractor with the information set forth in 4.6.4, and to come to an understanding of DoDEA's requirements, so work on the 33 Courses can begin.
Process	
Module Structure	<ul style="list-style-type: none"> Each semester of a Course shall have 40 Lessons broken into eight Modules. Each Module shall have five lessons and include accompanying Teacher Resources.
Proposed Spiral Evaluation Plan for Course Development	<ul style="list-style-type: none"> Lessons shall be developed based on DoDEA's course information. Once a Module is completed, it shall be sent to DoDEA for review. DoDEA reviewers shall send written feedback to the Contractor within a reasonable time period of receiving aModule. Feedback will be based on reviews of Course content, storyboards and layout, Lesson Materials and Teacher Resources ((including graphic, audio-video, and interactive components and delivery). The format for each Module will be recommended by the Contractor in its implementation plan and finalized by DoDEA at the Implementation Plan Meeting. Upon receipt of DoDEA's written comments, the Contractor shall make modifications accordingly and resubmit the Module to DoDEA within a reasonable time period. Ongoing communication between the Contractor and DoDEA instructional design teams shall occur during the Spiral Evaluation process via phone or videoconference. The Spiral Evaluation Process shall continue until DoDEA certifies the Module.

4.6.3 **Summer Conference:** During the summer conference, DoDEA's content experts for each Course will be scheduled to be available for meeting with the Contractor's instructional designers and SMEs to provide course development support for each Course. (See 4.6.4.) The scheduling of meetings between DoDEA's content experts and the Contractor's instructional designers and SMEs will be determined during the Post-Award Implementation Meeting.

4.6.4 **Course Development Support:** In support of the course development process, including the development of teacher resources, DoDEA will provide the Contractor with components of its existing curriculum. For all Courses the components will be delivered at, or before the start of the Summer Conference, and will include the following:

Components provided at the Implementation Plan Meeting

- DoDEA content standards
- Course objectives and descriptions
- Course requirements, such as laboratory activity/scientific inquiry requirements for science classes, oral, aural, reading and writing requirements for foreign language requirements, etc.
- Written expectations and regulations pertaining to academic integrity and etiquette with respect to lesson activities, discussions, email communications, and plagiarism.

Components provided at the Summer Conference

- Outline of overall course structure with a detailed scope & sequence for each course that includes the following for each module and lesson
- Module: Standards, Essential Understandings, and Guiding Questions
- Lesson: Objectives, Lesson Core Concepts, Key Terms, Guiding Questions
- Guidance for planning assessments such as pre/post test, formative/summative assessments, and the interrelationship with teacher-developed assessments.
- List of general resources for each course

5.0 TECHNICAL REQUIREMENTS

5.1 **Section 508 Compliance:** All Courses (including all Lesson Materials and Teacher Resources) shall be Section 508 compliant (www.Section508.gov) to include text equivalents for all Flash interactive elements, and display or presentation of alternate text presentation or audio description for all videos.

5.2 DoDEA requires the use of software which may be installed and/or accessed in a stand-alone environment, a network environment or web-based environment that is compatible with standards cited herein. All Courses (including all Lesson Materials and Teacher Resources) shall be compatible with the following hardware baseline:

Specification	Minimum
Memory	256 Mb
Hard Drive	40 GB
Processor	P4 – 2.4 GHz
Operating System	Windows 2000

5.3 All Lesson Materials and Teacher Resources containing windows, fly-out menus, etc. shall work from within an environment that blocks popup windows. Additionally, all Lesson Materials and Teacher Resources shall not require the use of streaming videos or downloads, such as Java Applets.

- 5.4 All Lesson Materials and Teacher Resources containing add-in software packages shall support unattended installation methods used by enterprise software packaging and deployment systems, e.g., Microsoft Systems Management Server, Computer Associates Unicenter software delivery, Symantec Altiris deployment solution.
- 5.5 All Courses (including all Lesson Materials and Teacher Resources) shall be delivered via a web-based platform and provide video files in QuickTime v. 6.0+ and Windows Media V.9+ formats, and/or Flash6+ format that are compatible with DoDEA hardware and operating system requirements. The Courses (including Lesson Materials and Teacher Resources) shall run successfully in the existing DoDEA environment.
- 5.6 The Courses (including Lesson Materials and Teacher Resources) shall be robust enough to serve the needs of a large community of learners dispersed across the world. The Courses (including Lesson Materials and Teacher Resources) should present video media with selectable bandwidth usage ranging from 56K to 1MB for upload/download of video media.
- 5.7 Upon contract, all Contractor personnel associated with this project shall sign a Non-Disclosure Agreements (NDA). The NDA will prohibit the disclosure, publishing, divulgence, or release of any information to include, but not limited to Information Technology Assurance and Compliance information.
- 5.8 Course Development: DoD requires that the Courses be SCORM compliant.
- 5.8.1 Each Lesson within a Module shall be designed as a reusable learning object (LO). A map identifying each LO shall be provided.
- 5.8.2 The Courses (including Lesson Materials and Teacher Resources) shall be based on open industry standards for Web deployments (XML, SOAP or AQ) and support the major learning standards: SCORM 1.2, IMS, IEEE LOM, IMS Metadata vocabulary, IMS Content Packaging 1.1.2, IMS QTI 1.2, and IMS Enterprise 1.01. (See www.imsproject.org.)
- 5.8.3 Documents shall be organized so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it shall still be possible to read the document.
- 5.8.4 Screen colors used shall ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.
- 6.0 DELIVERABLES: *The Contractor(s) shall:*
- 6.1 Post-Award and Implementation Plan Meeting: Participate in a two-day meeting at DoDEA HQ within ten days after contract award, to coordinate details associated with course development and duties of each SME. The main purpose of the meeting is to finalize an implementation plan, which shall include course development timelines and an evaluation plan. The evaluation plan shall contain review cycles for eight Modules per semester-length Course (16 Modules for a year-long Course), supported by written documentation reflecting all course modifications, revisions and approvals.
- 6.2 Summer Conference: The project manager, instructional designers, and SMEs as stated in the Contractor's implementation plan will meet at a facility provided by the Government for ten days to plan the development of the 33 courses that must be ready for use by June 30, 2010. The conference shall begin within 60 days of contract award, but is expected to occur in mid-July. DoDEA will be responsible for planning the Summer Conference.

- 6.3 **Monthly Leadership Meetings:** The contractor’s Project Management Team shall meet with DoDEA staff to review and discuss the overall design process. The first meeting shall be face-to-face at DoDEA HQ and the subsequent meetings shall be by teleconference or videoconference.
- 6.4 **Quarterly Status Reports:** The Contractor shall provide DoDEA a status report each quarter, detailing the progress towards completing the contract requirements.
- 6.5 **Content Development Professional Development:** The Contractor shall provide approximately 125 hours of professional development to selected members of DoDEA's content development team at mutually agreed upon times during the base period.
- 6.6 **Instructional Design Professional Development:** The Contractor shall provide approximately 60 hours of professional development to DoDEA instructional designers at mutually agreed upon times during the base period.
- 6.7 **Delivery of Courses:** Deliver 33 completed Courses (including Lesson Materials and Teacher Resources) by June 30, 2010, per the requirements and timeline listed in this performance work statement. (See 4.1.2.) The Courses shall be delivered in HTML format. Upon delivery of each Course(including Lesson Materials and Teacher Resources), Contractor shall grant DoDEA all of the licenses and rights set forth in the “Rights in Special Works” clause at DFARS 252.227-7020, and agree to indemnify DoDEA as described therein.
- 6.8 **Technical Support:** The Contractor shall ensure the functionality of all deliverables for the period of one calendar year after delivery of all Courses at no cost to the Government.
- 6.9 **Option Years 1-2**
 - 6.9.1 **Course Delivery:** The Contractor may be requested to develop three full year Courses and two semester Courses each year for the DoDEA virtual high school. DoDEA will develop the course development framework and deadlines for completion. The Courses shall include at least one more lab science course and two additional Professional Technical Studies course such as Marketing and Entrepreneurship, Business and Personal Finance, Business Law, and Digital Electronics I and two additional foreign language courses such as Spanish III and Spanish IV or French I and French II. No courses are required for Option Years 3-4. (See 3.2 and 4.1.)
 - 6.9.2 **Technical Support:** The Contractor shall ensure the functionality of all deliverables for the period of one calendar year after delivery of all Courses at no cost to the Government.
 - 6.9.3 **Professional Development:** The Contractor shall be requested to provide (1) approximately 40 hours of professional development for the content development team and (2) approximately 20 hours of professional development for DoDEA instructional designers. Professional development content will expand on topics described in 4.5.1 and 4.5.2 and will be related to implementation of courses to be designed. (See 3.3.)
- 6.10 **Option Years 3-4:** The Contractor may be requested to provide (1) approximately 30 hours of professional development for DoDEA Content development team and (2) approximately 20 hours of professional development for DoDEA instructional designers. (See 6.9.2.)

7.0 PERFORMANCE REQUIREMENT AND TIMELINE

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

Item	Section	Delivery Date
Post-Award and Implementation Plan Meeting	6.1	NLT ten days after contract award

Description	RFI	DDP/AV/DAF
Summer Conference	6.2	NLT 60 days after contract award
Monthly Leadership Meetings	6.3	To occur on dates finalized at the Implementation Plan meeting
Quarterly Status Reports	6.4	Submitted to DoDEA on 01 Sep 09, 01 Dec 09, and 01 Mar 10, and on 30 Jun 10.
Content Development Prof. Development	6.5	TBD at Post-Award
Instructional Design Prof. Development	6.7	TBD at Post-Award
Course Delivery	6.8	To be accomplished in accordance with the requirements set forth at 4.1.2. All 33 Courses shall be delivered NLT June 30, 2010
Option Years 1-2		
▪ Course Delivery	6.9.1	30 Jun 2011 and 30 Jun 2012
▪ Professional Development	6.9.2	TBD
Option Year 3		
▪ Professional Development	6.10.1	TBD

8.0 CONTRACTOR TRAVEL

8.1 Contractor costs for Government authorized travel are included in this contract. All travel shall be in accordance with FAR 31.205-46 and applicable travel regulations (Joint, Federal or Standardized). Contractor payment claims shall include applicable documentation to support actual costs incurred (e.g., airfare and hotel/lodging receipts) as well as any receipts valued at or above \$75.00. The failure to provide appropriate documentation may result in loss of reimbursement of travel expenses.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: To Be Determined

AMOUNT: \$0.00

CIN HE1254200903900150001: \$0.00
CIN HE1254200903900150001AA: \$0.00
CIN HE1254200903900150001AB: \$0.00
CIN HE1254200903900150001AC: \$0.00
CIN HE1254200903900150002: \$0.00
CIN HE1254200903900150002AA: \$0.00
CIN HE1254200903900150002AB: \$0.00
CIN HE1254200903900150003: \$0.00
CIN HE1254200903900151001: \$0.00
CIN HE1254200903900151001AA: \$0.00
CIN HE1254200903900151001AB: \$0.00
CIN HE1254200903900151001AC: \$0.00
CIN HE1254200903900151002: \$0.00
CIN HE1254200903900151002AA: \$0.00
CIN HE1254200903900151002AB: \$0.00
CIN HE1254200903900151003: \$0.00
CIN HE1254200903900152001: \$0.00
CIN HE1254200903900152001AA: \$0.00
CIN HE1254200903900152001AB: \$0.00
CIN HE1254200903900152001AC: \$0.00
CIN HE1254200903900152002: \$0.00
CIN HE1254200903900152002AA: \$0.00
CIN HE1254200903900152002AB: \$0.00
CIN HE1254200903900152003: \$0.00
CIN HE1254200903900153001: \$0.00
CIN HE1254200903900153001AA: \$0.00
CIN HE1254200903900153001AB: \$0.00
CIN HE1254200903900153002: \$0.00
CIN HE1254200903900154001: \$0.00
CIN HE1254200903900154001AA: \$0.00
CIN HE1254200903900154001AB: \$0.00
CIN HE1254200903900154002: \$0.00

Administrative Information

A. Points of Contact:

Contracting Officer:

Lou Rankin
4040 N. Fairfax Drive
Arlington, VA
Telephone: 703-588-3603
FAX: 703-588-3713

Contract Specialist:

Isiah Mack
4040 N. Fairfax Drive
Arlington, VA

Telephone: 703-588-3624
FAX: 703-588-3684
isiah.mack@hq.dodea.edu

Contracting Officer's Representative:
(COR)

Patricia Riley
4040 N. Fairfax Drive
Arlington, VA
Telephone: 703-588-3172
patricia.riley@hq.dodea.edu

B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

Payment will be made by Electronic Funds Transfer (EFT) to the account registered in the Central Contractor Registration (CCR) database.

C. INVOICE SUBMISSION

1. **Payment** shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment.

2. The Contractor shall submit an original invoice to:

Mail: **PROCUREMENT DIVISION**
 ATTN: INVOICE PROCESSING
 4040 N FAIRFAX DRIVE
 ARLINGTON VA 22203-1635

Fax: **703-588-3713**

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.

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-17	Rights In Data-Special Works	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating To Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7020	Rights In Data--Special Works	JUN 1995
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract Award through 5 years.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

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

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an

extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

DFARS clauses/provisions: <http://www.acq.osd.mil>

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

HE1254-09-D-0010
July 1, 2009

Attachment 1
Small Business Subcontracting Plan

Small Business Subcontracting Plan

I. Identification Data:

Company Name: The Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, Vice Provost for Educational Outreach
Address: 4505 S. Maryland Parkway, Las Vegas, Nevada 89154-4905
Solicitation or Contract #: HE1254-09-R-007
Item/Service: Virtual High School
Estimated Contract Dollar Value: \$10,272,266
Estimated amount available for Subcontracting: \$731,446
Contract Period: 6/16/09-6/15/14 (Includes Base Year and Options 1-4)
Date Prepared: 4/21/09, Revised 6/11/09
Plan Period: 6/16/09-6/15/14

Note: The amount available for subcontracting excludes salaries, benefits, tuition, internal charges (photocopy), consultants, and indirect cost.

II. Type of Plan:

Individual Contract Plan: Covers the entire contract period, applies to a specific contract, and has goals based on the company's planned subcontracting and purchasing in support of the performance of a specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

III. Goals:

UNLV provides the following separate dollar and percentage goals for small, hubzone small, small disadvantaged, woman-owned small, veteran-owned small, service-disabled veteran-owned small, and OTHER small business concerns. These goals are a percentage of the total dollars available for subcontracting with the percent to total contract also expressed:

A. Estimated dollar value:

Total Contract Value			\$10,272,266
Total Available for Subcontracting			\$731,446
Large Business	% of Total Subcontractable Dollars	82.0000%	\$599,786
	% of Total Contract	5.8389%	
Small Business	% of Total Contract	18.0000%	\$131,660
	% of Total Contract	1.2817%	

HZBZ (HUBZone)	% of Total Subcontractable Dollars % of Total Contract	0.7100% 0.0506%	\$5,193
SDB (Small Disadvantaged)	% of Total Subcontractable Dollars % of Total Contract	0.7100% 0.0506%	\$5,193
WOSB (Women Owned)	% of Total Subcontractable Dollars % of Total Contract	0.7100% 0.0506%	\$5,193
VOSB (Veteran Owned)	% of Total Subcontractable Dollars % of Total Contract	0.7100% 0.0506%	\$5,193
SDVOSB (Service Disabled Veteran Owned)	% of Total Subcontractable Dollars % of Total Contract	0.7100% 0.0506%	\$5,193
Other Small Business	% of Total Subcontractable Dollars % of Total Contract	14.4500% 1.0289%	\$105,694
Total Small Business		1.2817%	\$131,660

- B. The principal types of products and/or services that UNLV anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size

Product/Service	Large	Small	HZSB	SDB	WOSB	VOSB	SDVOSB
Office/Computer Supplies, Travel Supplies, Equipment, software	X	X	X	X	X	X	X

- C. UNLV used the following method to develop these goals:
Our goals are based on history of supplies and services purchased for one of our DOE contracts. In the 2004/2005 FY, ISRI (Information Science Research Institute) purchased approximately \$11,000 in services from either small business or from women-owned small businesses.
- D. UNLV identifies potential subcontractors using the PRO-Net as integrated with the CCR database and Customer Agency Small Business Offices.
- E. Indirect and overhead costs are NOT included in the above stated dollar and percentage goals.

IV. Program Administrator:

Name: Rolando Mosqueda
Title: Purchasing Analyst
Address: 4505 Maryland Parkway, Las Vegas, NV 89154-1033
Telephone: (702) 895-2561
Email: Rolando.Mosqueda@unlv.edu

Duties: The Program Administrator shall have general overall responsibility for the Contractor's subcontracting programs including, but not limited to, developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. Some of these duties include the following activities:

1. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns.
2. Developing and maintaining bidders' lists of small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concerns from all possible sources.
3. Ensuring periodic rotation of potential subcontractors on bidders' lists.
4. Assuring that small, hubzone small, small disadvantaged, women-owned small, veteran-owned small and service-disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
5. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned businesses.
6. Reviewing subcontract solicitations to remove statements, clauses, etc. which might tend to restrict or prohibit small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled small business participation.
7. Ensuring the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small businesses.
8. Overseeing the establishment and maintenance of contract and subcontract award records.
9. Attending or arranging for the attendance of company counselors and Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
10. Directly or indirectly counseling small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran owned small business concerns on subcontracting opportunities and how to prepare bids to the company.
11. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, hubzone small, small disadvantaged, women-owned small,

veteran-owned small, and services-disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained the contractor's subcontracting plan.

12. Conducting or arranging training for the purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
13. Developing and maintaining an incentive program for buyers that support the subcontracting program.
14. Monitoring the company's performance and making and adjustments necessary to achieve the subcontract plan goals.
15. Preparing and submitting timely reports.
16. Coordinating the company's activities during compliance review by Federal agencies.

V. Equitable Opportunity:

A. Outreach efforts to obtain sources:

1. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net) System.
2. Attending small, minority, and women-owned small business procurement conferences.

B. Internal efforts to guide and encourage purchasing personnel:

1. Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts.
2. Monitoring activities to evaluate compliance with the subcontracting plan.

VI. Clause Inclusion and Flow Down:

UNLV agrees to include the clause at FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that it will further require all subcontractors (except SB concerns), who receive subcontracts in excess of \$550,000, (\$1,000,000 for construction) to adopt a plan that complies with the requirements to the plan required by the clause at FAR 52.219-9, "Small Business Subcontracting Plan".

VII. Reporting and Cooperation:

UNLV agrees: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit SF294 and SF295 in accordance with the instructions on the forms; and (4) ensure that subcontractors, where applicable, agree to submit SF295 and SF295.

Reports will be submitted to the appropriate Small Business GSA personnel.

VIII. Recordkeeping:

UNLV will maintain at least the following types of records to demonstrate procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to:

- A. Small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.
- B. Records of organizations contacted for small, hubzone small, small disadvantaged, women-owned small, veteran-owned small and service-disabled veteran-owned small business sources.
- C. On a contract-by-contract basis, all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why; (2) whether hubzone small business concerns were solicited, and if not, why; (3) whether small disadvantaged business concerns were solicited, and if not, why; (4) whether women-owned small business concerns were solicited, and if not, why; (5) whether veteran-owned small business concerns were solicited, and if not, why; (6) whether service-disabled veteran-owned small business concerns were solicited, and if not, why; (7) reasons for the failure of solicited concerns to receive the subcontract award.
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, minority, and women-owned small business procurement conferences and trade fairs.
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial product plans).
- G. Other records to support compliance with the subcontracting plan may be implemented.

IX. Timely Payments to Subcontractors:

UNLV uses procedures to ensure timely payments of amounts due, pursuant to the terms of its subcontracts with small business concerns, as required in FAR 19.702

X. Description of Good Faith Effort:

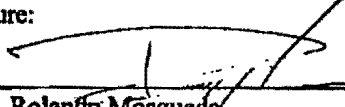
UNLV will attempt to identify a small business provider to all supplies and services needed.

UNLV understands that this subcontracting plan will be made a material part of the contract and that the submission of the SF294 and SF295 will be made a line item deliverable in the contract.

XI. Signature Required:

This subcontracting plan was SUBMITTED by:

Signature:



Name: Rolando Mosqueda

Title: Purchasing Analyst, UNLV

Date: JUNE 6, 2007