

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS*Offeror to Complete Blocks 12, 17, 23, 24, & 30*1. Requisition Number
OPIC-PRES-09-0042

PAGE 1 OF 2

2. Contract No.

3. Award/Effective Date

4. Order Number

5. Solicitation Number

OPIC-09-R-0034

6. Solicitation Issue Date

Mar 20, 2009

7. For Solicitation
Information Call:a. Name Glenda O. Martin
gmart@opic.gov

b. Telephone Number (No collect calls)

8. Offer Due Date/Local Time

Apr 6, 2009 / 16:00 PM

9. Issued By

Code CAS

Overseas Private Investment Corp
Contracts and Administrative Services
1100 New York Ave, N.W.
Washington, DC 20527

10. This Acquisition is

☒ Unrestricted☐ Set-Aside % for☐ Small Business☐ HubZone Small Business☐ 8(A)

NAICS: _____

Size Standard: _____

11. Delivery for FOB Destination Unless
Block is Marked.☐ See Schedule

12. Discount Terms

☐ 13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation

☐ RFQ☐ IFB☒ RFP

15. Deliver To

Code OEA

Overseas Private Investment Corp
Office of External Affairs
1100 New York Ave, N.W.
Washington, D.C. 20527

16. Administered By

Code

17a. Contractor/Offeror

Code

Facility Code

18a. Payment Will Be Made By

Code

Telephone No.

TIN:

17b. Check if Remittance is Different and Put Such Address in Offer.

☐

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.

☐ See Addendum.

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

0001

5-year web support contract

1

EA

25. Accounting and Appropriation Data

26. Total Award Amount (For Govt. Use Only)

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda ☐ are ☒ are not attached27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda ☐ are ☐ are not attached28. Contractor is required to sign this document and return _____ copies to
Issuing Office. Contractor agrees to furnish and deliver all items set forth or
otherwise identified above and on any additional sheets subject to the terms and
conditions specified herein.29. Award of Contract: Reference. _____ 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)

31c. Date Signed

32a. Quantity in Column 21 Has Been

☐ Received☐ Inspected☐ Accepted, and Conforms to the Contract, Except as Noted: _____

32b. Signature of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number

34. Voucher Number

35. Amount Verified Correct
For

36. Payment

☐ Complete☐ Partial☐ Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

42a. Received By (Print)

41b. Signature and Title of Certifying Officer

41c. Date

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0002	Web Support Base Year 07/01/2009 - 06/30/2010	1	EA		
0003	Web Support Option Year 1 07/01/2010 - 06/30/2011	1	EA		
0004	Web Support Option Year 2 07/01/2011 - 06/30/2012	1	EA		
0005	Web Support Option Year 3 07/01/2012 - 06/30/2013	1	EA		
0006	Web Support Option Year 4 07/01/2013 - 06/30/2014	1	EA		

STATEMENT OF WORK (SOW)

A. Introduction

The Overseas Private Investment Corporation (OPIC), an agency of the U.S. Government, requires a contractor with proven experience to provide Web site support, maintenance and hosting capabilities for www.opic.gov over the course of 5 years. The contractor will provide on-call support and maintenance for the information architecture (site plan, user interface requirements), user interface design, content management system, testing and quality assurance, style guides, site hosting, and administrative training. This requirement also includes maintenance and as-needed additions to back-end functionality such as contact list signup, information requests, email broadcasts, online applications/registrations, RSS, etc., metrics, performance measurement and visitor tracking. The contractor is also responsible for the design of the quarterly-electronic newsletter.

B. Background

OPIC's currently works with a contractor to maintain current Web site design, content, functionality and hosting, as well as design of quarterly electronic newsletter—all of which support OPIC's overall communications strategy.

C. Scope of Work

The contractor will work with OPIC's Web site manager to maintain all aspects of the OPIC Web site, and to make changes/additions to the Web site on an as-needed basis. This includes maintaining the site's architecture and interface design, the current content management system, the performance measurement system, hosting the site, and design of the quarterly electronic newsletter.

Specifically, the 5-year OPIC Web site Support Services Contract requires the following services:

1. Administer Adobe Contribute as the content management system, including user role configuration and connections, general connections and operations support and maintenance, training.
2. Support updates, additions, and maintenance for all parts of the site, including design, coding, and programming for:
 1. Custom Dreamweaver templates
 2. MS ASP, CSS, and JS code for site architecture, navigation, site design, functions, forms, and other site elements
 3. Page layout and content configuration
 4. Image design and preparation for Web
 5. Flash design, development, and support
 6. Search integration and configuration
3. Perform quarterly Web site reviews to update Web site programs/applications as necessary and to troubleshoot any problems.
4. Hosting administration and on-call support
5. All changes/updates to the site requested by OPIC should be made within **90 minutes** of receiving the request for change, unless other arrangements have been made between the contractor and OPIC.
6. Maintain OPIC's compliance with Section 508 accessibility standards, and ensure the Web site complies with OPIC and Federal policies on privacy and information security.
7. Web traffic analytics support and consulting
8. Planning and consultation for potential additions and changes to OPIC's online communications.
9. All changes and updates made to the Web site must be compatible with the current Web site and server without requiring any special configuration, scripts, or intermediary applications and services that are not already part of the Web site
10. Design and layout of OPIC's quarterly electronic newsletter

INSTRUCTIONS ADDENDUM: PAST PERFORMANCE PROPOSALS

The offeror is required to submit 2 complete copies of its past performance. The offeror's past performance shall consist of the following:

1. **Past Experience:** OPIC will evaluate both the contractor and its staff's relevant past experience in maintaining Web sites over the past three (3) years with maintenance and support considerations similar to those identified in this RFP. The contractor's and its principal subcontractor's demonstrated past experience in delivering quality products and in meeting technical, cost and schedule requirements on relevant programs will be assessed.
2. **Team Synergy and Proximity:** Communications capability and ability to readily meet with OPIC's web manager will be a factor in evaluating the team capabilities of the contractor.
3. **Price:** The evaluation will be based on the overall estimated cost for Web site support, maintenance and electronic newsletter design over the course of the 5-year contract. Evaluation of any optional items proposed will not obligate OPIC to exercise options. Additionally, the contractor must be able to demonstrate the financial stability to support the successful performance of the requirements of the contract.

Please provide a clear statement of cost, terms and conditions for continuing service and support over the next five years. Provide a detailed description of all fees (fully burdened hourly rates) for each team member by high-level task.

In addition to addressing the items listed above, the offeror must submit up to 5 past performance questionnaires to be filled out by customers, returned to the contractor in a sealed envelope, and submitted along with your proposal. The questionnaire is attachment #1 to this solicitation. No more than 5 of these questionnaires may be submitted with the proposal. In the event an offeror submits more than 5 completed questionnaires, only the first 5 will be evaluated.

INSTRUCTIONS ADDENDUM: TECHNICAL PROPOSALS

The offeror is required to submit 2 complete copies of its technical proposal. The offeror must detail its technical approach for fulfilling this requirement. The technical portion of the proposal must include the following:

a. **Executive Summary:** Provide your company's history and qualifications including: numbers of years in business, size, and profile of employee roles within the company. What is your company's Web support and maintenance philosophy?

b. **Staffing and Capability:** The ability to provide experienced, directly relevant talent coupled with a sufficient quantity of qualified personnel to meet the requirements of this RFP. The offeror and relevant subcontractors have the capability to meet the requirements of this RFP, and capability to exceed the production requirements if necessary to meet critical demand requirements. The offeror and relevant subcontractor facilities are available, if required, and adequate in fulfilling the requirements of this RFP.

If you plan to fulfill this contract with sub-contractors, describe your relationship with third party vendors/sub-contractors. How are vendors chosen?

What is your specific experience with Adobe Contribute content management software? Please provide names and URLs of Web sites implemented with Adobe Contribute content management software.

c. **Operation Plan:** The offeror has the ability to execute the contract requirements in a timely and professional manner. Submit a work plan that describes how you will manage OPIC's requests for changes, and how quarterly site reviews and quarterly Newsletter design will be administered.

d. **Technical Approach:** Please describe your approach to achieving maintenance and support deliverables as outlined in this RFP. Describe your approach with regard to how you will structure a team, include key personnel, roles and responsibilities.

EVALUATION - COMMERCIAL ITEMS, FAR 52.212-2 (JAN 1999)

(a) The Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore each initial offer should contain the offeror's best terms from a cost or price, technical, and past performance standpoint.

(b) Proposals received in response to this solicitation will be evaluated by the OPIC staff. One contractor will be selected for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as **outstanding, better, acceptable, marginal** or **unacceptable** in relation to the technical evaluation factors set forth in this solicitation. A finding of unacceptable in one technical factor may result in the entire technical proposal being found to be unacceptable.

(d) The past performance factor will be evaluated qualitatively and categorized as **neutral, outstanding, better, satisfactory** or **marginal**. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. **The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience.** The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

NEUTRAL: No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance experience. Proposal receives no merit or demerit for this factor.

OUTSTANDING: No risk anticipated with delivery of quality product, on time, or of any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon offeror's past performance.

BETTER: Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

SATISFACTORY: Some potential risk anticipated with delivery of quality product, on time, and of degradation or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.

MARGINAL: Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance based upon the offeror's past performance. (A rating of marginal does not by itself make the proposal ineligible for award)

(e) All evaluation factors other than cost or price when combined are significantly more important than cost or price.

(f) Prospective offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher priced proposal affords the

Government a greater overall benefit. The Government may elect to pay a price premium to select an offeror whose past performance and/or technical proposal is superior.

(g) 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.

(h) The following factors shall be used to evaluate offers in the relative order of importance starting with the most important:

1. Past performance
2. Technical Approach
3. Price

Past performance is the most important evaluation factor, followed by Technical approach, with price being the least important evaluation factor.

Past performance will be evaluated by examining the following criteria in descending order of importance with the most important being first:

- How well the offeror demonstrates experience maintaining a Web site and the Adobe Contribute content management system in the past of similar magnitude and scope as this requirement.
- How well the offeror demonstrates experience effectively and readily communicating and meeting with clients during the life of the contract.
- How well the offeror is rated on its past performance by its customers.

In addition to addressing the items listed above, the offeror must submit up to 5 past performance questionnaires to be filled out by customers, returned to the contractor in a sealed envelope, and submitted along with your proposal. The questionnaire is attachment #1 to this solicitation. No more than 5 of these questionnaires may be submitted with the proposal. In the event an offeror submits more than 5 completed questionnaires, only the first 5 will be evaluated.

Technical approach will be evaluated by examining the following criteria in descending order of importance with the most important being first:

How well the offeror's staffing plan meets the needs of this requirement including:

Critical Personnel and
Subcontracting

How well the offeror's operation plan demonstrates the offeror's ability to maintain the Web site and offer support that best meets OPIC's needs.

How well the offeror's technical approach meets the requirements of the Statement of Work (SOW).

Price will be evaluated on the total amount proposed by the contractor. Assuming past performance and technical approach are equal for two offeror's, the offeror with the lowest price would be the successful offeror. Offerors are encouraged to propose their specific payment arrangements. See the clause "*Invitation to Propose Financing Terms, FAR 52.232-31*" for parameters governing financing terms.

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(Reference 12.301)

2. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005)

(Reference 12.301)

3. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

(Reference 12.301)

4. 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

5. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Jan 2005)

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

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

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

 X (32) 52.232-34, Payment by Electronic Funds
Transfer-Other than Central Contractor
Registration (May 1999) (31 U.S.C. 3332).

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

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.

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

(e)

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

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

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

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the awarded amount of the contract.

(b) The maximum amount for which the Government shall be liable if this contract is terminated cannot in any case exceed the amount of the contract.

PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT #1

This questionnaire is being requested as part of a past performance evaluation in response to the Overseas Private Investment Corporation (OPIC) solicitation #XXXXX. We have a requirement for ongoing Web site support and maintenance, as well as design of the quarterly electronic newsletter. Please fill out this questionnaire and return it in a sealed envelope to the offeror who presented it to you. They are required to submit it to our office as part of their proposal. We appreciate your honest evaluation and assistance in this process.

Name of Your Company: _____

Address: _____

Name of Evaluator/Position: _____

Phone #: _____ Fax #: _____ Email: _____

Name of Company Being Evaluated: _____

Project/Contract #: _____ Total \$ of Project/Contract: _____

Period of Performance/Place of Performance: _____

Brief Description of Work Performed: _____

Signature of Evaluator: _____

PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT #1

Please rate the offeror on their performance based on the questions asked below. Please feel free to add any additional commentary, in the spaces provided, you deem relevant to the question.

(The rating scale is from 1 to 5. **1 is the lowest** and worse rating you can give the offeror. **5 is the highest** and best rating you can give the contractor. If the question is not relevant to the work they performed for your organization, please select N/A, meaning not applicable.)

How would you rate the offeror on:

Meeting time frames	1	2	3	4	5	N/A
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Ability to relate well with people	1	2	3	4	5	N/A
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Perform under pressure	1	2	3	4	5	N/A
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PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT #1

Maintain positive and effective communication with the client	1	2	3	4	5	N/A
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Successfully maintain the functionality of a Web site	1	2	3	4	5	N/A
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Organize and facilitate smooth execution of Web site changes and updates	1	2	3	4	5	N/A
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Design a professional-looking electronic Newsletter, which is posted to and looks like an integrated part of the Web site.	1	2	3	4	5	N/A
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Would you like to hire this contractor again if you had a similar requirement for maintaining and supporting an existing Web site? Explain.

Absolutely Not	Probably Not	Maybe	Yes	Absolutely
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Any additional comments are welcomed: