

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 16	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DTOS59-10-Q-00007	
						6. SOLICITATION ISSUE DATE 12/17/200	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Brenda Mealer		b. TELEPHONE NUMBER (No collect calls) 202-366-6338		8. OFFER DUE DATE/LOCAL TIME 01/21/2010 1100 ET	
9. ISSUED BY		CODE M-63.		10. THIS ACQUISITION IS ☐ UNRESTRICTED ☒ SET ASIDE 100.00% FOR ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ 8(A) NAICS: 519130 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER ☐ UNDER DPAS (15 CFR 700)	
US Department of Transportation OST, Acquisition Services, M-63 1200 New Jersey Avenue, SE West Wing Brenda Mealer, 202-366-6338 Washington DC 20590-0001						12. DISCOUNT TERMS	
15. DELIVER TO		CODE S-80		16. ADMINISTERED BY		CODE M-63.	
CIO				US Department of Transportation OST, Acquisition Services, M-63 1200 New Jersey Avenue, SE West Wing Washington DC 20590-0001			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. ☐ SEE ADDENDUM			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: Not Available DUNS Number: Not Available The U.S. Department of Transportation Office of the Secretary of Transportation (OST) and Office of the Chief Information Officer (OCIO) has a requirement for Web Strategy and Support described in the attached Statement of Work. Contractors shall provide prices in accordance with the current GSA Schedule contract or discount from listed price for a Firm Fixed price contract to include labor categories and level of effort. The submission due date is stated in Block 8. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A						☐ ARE ☐ ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				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) Yolanda J. Chinn	
						31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email one(1) copy of the Technical and Cost Proposal to brenda.mealer@dot.gov. Note: Only electronic submissions via email will be accepted. All Questions must be submitted in writing and received by December 23, 2009 at 11:00 a.m. 52.212-4 Contract Terms and Conditions-Commercial Items. (May 2001) (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights- (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ NOTED: _____
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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
☐ PARTIAL ☐ FINAL				
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

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.2331, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract. (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include- (1) Name and address of the Contractor; (2) Invoice date; (3) Contract number, contract line item number and, if applicable, the order number; (4) Description, quantity, unit of measure, unit price and extended price of the items delivered; (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading; (6) Terms of any prompt payment discount offered; (7) Name and address of official to whom payment is to be sent; and (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice. (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings. (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.2125(b) for the appropriate EFT clause. In connection with any discount offered for early Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon: (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination. (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties. (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience. (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession. (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity. (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause. (3) The clause at 52.212-5. (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The Standard Form 1449. (8) Other documents, exhibits, and attachments. (9) The specification. (End of clause) made. 52.217-8 OPTION TO EXTEND SERVICES. AS PRESCRIBED IN 17.208(F), INSERT A CLAUSE SUBSTANTIALLY THE SAME AS THE FOLLOWING: 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. (END OF CLAUSE) 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. 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 60 DAYS; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION. (B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 4 YEARS. (END OF CLAUSE)				
0001	Web Support tasks				
	Period of Performance: 02/01/2010 to 01/31/2011				
0002	Option Year 1 - Web Support functions: On-going maintenance and development including application/webdevelopment, introduction, and integration of new best practices, tools, and techniques (related to Tasks 1 and 4 only) Subject to availability of funds. Period of Performance: 02/01/2011 to 01/31/2012				
0003	Option Year 2 - Web Support functions: On-going maintenance and development including application/webdevelopment, introduction, and integration of new best practices, tools, and techniques (related to Tasks 1 and 4 only) Subject to availability of funds. Period of Performance: 02/01/2012 to 01/31/2013				
0004	Option Year 3 - Web Support functions: On-going maintenance and development including application/webdevelopment, introduction, and integration of new best practices, tools, and techniques (related to Tasks 1 and 4 only) Subject to availability of funds. Period of Performance: 02/01/2013 to 01/01/2014				

1.0 Introduction

The U.S. Department of Transportation (DOT), Office of the Chief Information Officer (OCIO) must be forward thinking in how it meets customer needs and public service obligations. One area of increasing interest is the use of web-based technologies and web best practices to meet many of these needs and obligations. DOT's Web site is the Department's most effective communications medium. It is the primary source of agency information for the general public, members of Congress, journalists, our sister organizations, and the transportation community at-large.

2.0 Objectives

The goal is to make DOT.gov the best U.S. Government agency website.

We envision being the best to mean the following;

- DOT Branding
 - The DOT.gov solution should be built upon the following key considerations:
 - DOT is a brand that comes with high expectations,
 - DOT.gov must drive and enhance the Department's identity,
 - Consistency should be obtained in reference to visual identity, content selection, copy tonality, usability, and technical functionality.
- Inspire, Inform, and Involve
 - Inspire with an engaging experience. Inform with great content and information.
 - Involve users to build stronger relationships and an online communities.
- Build upon and prove DOT's Vision and Mission
 - Deliver the vision and mission through the experience, content, and design of the DOT.gov web site.
- Recognize the need (and challenge) to balance an agency website with a strong brand experience.
 - The DOT.gov solution should deliver an exceptional user experience along with the functional elements and categories required for an outstanding agency-level website. In other words, engage and excite the user while still providing essential content & functional needs.
- Identify and address unique individual tasks and user needs.
 - The DOT.gov web site shall provide easy access to the experience and content required and expected by identified audience segments. It shall facilitate user tasks (i.e., search, navigate, and explore) and lets users engage in rich media experiences when possible, but not exclude users who cannot view rich media based content.

This Statement of Work (SoW) targets the following objectives:

1. Design, develop, and deliver a world-class, Web 2.0 feature-rich and dynamic web environment that represents the professional, agile, and customer-facing essence of the U.S. Department of Transportation. Provide profound enhancements to the performance and usability of DOT.gov and its related web pages to include the DOT Microsoft Sharepoint (intranet) environment. This would be accomplished by leveraging the best and brightest web designers, product/system developers, graphics artists, and assessors.

Website Strategy and Support Statement of Work

2. Assistance in and documentation of the validation of the DOT/OST Content Management System.
3. Integration of DOT.gov and related pages into the aforementioned CMS.
4. Provide assistance in and documentation of an OST web strategy and knowledge management process involving the implementation of web industry best practices, tools, utilities, common look and feel (branding) across DOT.gov and its related web pages.

3.0 Tasks

In completing tasks, providing recommendations, and accomplishing deliverables the contractor must ensure compliance with applicable Federal law and with related guidance from DOT, the OCIO, the Office of Management and Budget (OMB), the National Institute of Standards and Technology (NIST), and the National Archives and Records Administration (NARA). This includes all areas of information technology (IT) governance for strategic planning, capital planning, enterprise architecture, operations, security, configuration management, systems development, and program management. Examples include Section 508 of the Disabilities Act; the Clinger Cohen Act; the eGovernment Act; the Federal Information Security Management Act; the Privacy Act; the Federal Enterprise Architecture; NIST Special Publications 800-37, 800-39, and 800-53; the Federal Information Processing Standards 199 and 200; OMB Circulars A-11 and A-130; OMB's publication "Recommended Policies and Guidelines for Federal Public Websites," and the DOT IRM Manual.

3.1 Weekly Activity Report

The contractor shall provide a Weekly Activity Report (WAR) covering the status of each task due by COB on the Monday of each week. The WAR should be composed in Microsoft Word and delivered by electronic mail to the designated Government Point of Contract (POC).

3.2 Task 1

Design, develop, and deliver a world-class, Web 2.0 feature-rich and dynamic web environment that represents the professional, agile and customer-facing essence of the U.S. Department of Transportation. Provide profound enhancements to the performance and usability of DOT.gov and its related web pages to include the DOT Microsoft Sharepoint (intranet) environment. This would be accomplished by leveraging the best and brightest web designers, product/system developers, graphics artists, and assessors.

The contractor shall design, develop and implement a world-class DOT.gov web site to provide an exceptional user experience along with functional elements and categories required for an outstanding top-level agency web site concept, in other words, engage and excite the user while still providing essential content and functional needs using the best web practices and technologies available today. This web site shall also include functional and data integration with the DOT Microsoft Sharepoint intranet.

The contractor shall ensure that the performance and usability of DOT.gov provides easy access to the experience and content required and expected audience segments that facilitates user tasks (i.e., search, navigate and explore) and lets users engage in a rich-media experience

Website Strategy and Support Statement of Work

(through Web 2.0 technologies on multiple computing form factors whenever possible) but not exclude users who can not view rich-media based content.

3.2.1 Deliverables

- Using the web best talent available, the Contractor shall deliver a world-class, professional and profoundly usable DOT.gov agency website that includes the DOT Microsoft Sharepoint intranet and which promotes the best content from within DOT and its modes by carefully structuring and organizing that content and applicable web technologies in order for it to be engaging and relevant to the various audiences that it is intended for.
- The Contractor shall also evaluate and refresh ten (10) OST office-level web sites that are subordinate to the top-level DOT.gov web site.

3.3 Task 2

Assistance in and documentation of the validation of the DOT/OST Content Management System.

The DOT Office of the Chief Information Officer (OST/OCIO) is in the process of selecting a CMS solution that will be integrated into its workflow to provide it with the rapid and accurate ability to update/refresh, add or delete web sites and pages. The contractor will be required to become part of this process by leveraging their corporate and customer experiences in the roll out of this CMS into the OST-OCIO organization.

Website Strategy and Support Statement of Work

3.3.1 Deliverable

The Contractor shall assist in and document the validation of the OST-OCIO content management system, by ensuring that the new DOT.gov web site works as planned. This validation report shall include the testing of CMS workflows and templates to determine their proper execution and the results of cross- platform and browser compatibility testing. The Contractor shall deliver a comprehensive evaluation report on the completed CMS validation process.

3.4 Task 3

Integration of DOT.gov and related pages into the aforementioned CMS.

The DOT Office of the Chief Information Officer (OST/OCIO) is in the process of selecting a CMS solution that will be integrated into its workflow to provide it with the rapid and accurate ability to update/refresh, add or delete its web pages to the new DOT.gov. The contractor will be required to become part of this process by leveraging their corporate and customer experience in the roll-out of the new DOT.gov web site into the CMS.

3.4.1 Deliverable

The Contractor will provide expertise and experiential knowledge necessary to ensure the new DOT.gov is fully operational in the CMS and is ready to provide a rich, engaging, secure and scalable web presence to the public and the transportation community at-large. This includes migration and the reorganization of existing DOT.gov content, development of template and font CSS specifications, image usage, colors, graphic standards, global navigation and other design considerations. The effort shall not exceed 1,000 man-hours.

3.5 Task 4

Provide assistance in and documentation of an OST web strategy and knowledge management process involving the implementation of web industry best practices, tools, utilities, common look and feel (branding) across DOT.gov and its related web pages.

The OST-OCIO is in the process of establishing a coherent and effective web strategy and knowledge management process that involves the implementation of web industry best practices, tools, utilities, common look and feel ("branding") across DOT.gov and its related websites. The Contractor is expected to become part of this process by leveraging their corporate and customer experiences in supporting the OST-OCIO in its development, documentation, and execution of an effective Web Strategy and Knowledge Management process. This process will include the establishment and adoption of web policies and guidelines to ensure the smooth and effective management of web-based operations and technologies within the new DOT.gov web site and the CMS.

3.5.1 Deliverable

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The Contractor shall assist the OST/OCIO in the development and documentation of a coherent and effective web strategy and knowledge management process for DOT.gov and the OST/OCIO CMS (including the development of web policies, standards, and guidelines.) The contractor shall deliver a comprehensive and usable standards and guidelines document which captures the resulting OST information architecture, web strategy and knowledge management process.

4.0 Personnel

The contractor shall have available the proposed number of personnel beginning on the date of the award for each of the Task Areas specified in section 3.0 of this SOW. The Project Manager must be defined with experience and expertise in the requirement.

5.0 GOVERNMENT FURNISHED RESOURCES

The Government shall furnish all hardware, software, and consumables necessary to perform the on-site services requested in the SOW.

6.0 PERIOD/LOCATION OF PERFORMANCE:

This contract is to have a base year of 12 months with 3 option years. The expectation is all four tasks are to be completed within the base year. Subsequent work (option years) would include on-going maintenance and development including application/web development, introduction, and integration of new best practices, tools, and techniques (related to Tasks 1 and 4 only)

The location of performance is at the Department of Transportation, OST, Office of the Chief Information Officer (OCIO), 1200 New Jersey Avenue, SE., Washington, D.C. 20590

7.0 MARKING

All deliverables submitted to the U.S. Department of Transportation shall clearly indicate the Contract Number, Contractor's name, description of items contained therein and consignee's name and address for which the information is being submitted in accordance with the best commercial practices to meet the packing requirements of the carrier and ensure safest delivery at destination.

8.0 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including invoices, forms, reports, submitted, etc., to the Contracting officer (CO) or the Contracting Officer's Representative (COTR) shall be paid by the Contractor.

9.0 Observance of legal Holidays and Excused Absences

Website Strategy and Support Statement of Work

The following Government Holidays are observed and Federal Offices are closed:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	January 20 every 4 years

In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute

Any other days designated by Executive Order

Any other day designated by president's proclamation

Observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation. In the event of the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized premium pay.

10.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies and/or services to be furnished under this task order will be performed the Contracting Officer's Technical Representative (COTR) at the Department of Transportation. Supplies and services provided under this contract shall conform to the requirements set forth in this task order.

11.0 NON-DISCLOSURE/NON-USE AGREEMENT

Website Strategy and Support Statement of Work

The contractor shall ensure that a Non-Disclosure Statement is signed by all contractor personnel assigned to or performing on this task order before performing any work, including all subcontractors and consultants. The contractor shall also ensure that all contractor personnel understand and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. (See Attachment, "Contractor Employee Non-Disclosure Agreement").

12.0 APPOINTMENT AND AUTHORITY OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

a. The Contracting Officer shall appoint, in writing, a COTR. The Contractor shall be provided a copy of the appointment letter identifying the tasks for which the COTR is responsible. The COTR may not re-delegate his or her authority.

b. The COTR will act as the liaison to coordinate activities between the Contractor and contracting Officer, as required, in the performance of the work under this contract. The COTR has authority to provide technical clarification of the contract requirements but does not have authority to modify any contract provisions, including, without limitation, changing the scope of the work, the cost/price thereof, or the performance delivery schedule(s) therefore. Technical clarification will be issued in writing by the COTR or confirmed by the COTR in writing within five (5) calendar days after verbal issuance.

c. Only the Contracting Officer has the authority to change the terms and conditions of this contract. In the event the Contractor effects changes to the contract at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without any authority and no adjustments will be made to the contract.

d. If the Contractor deems technical direction to modify or conflict with any contract provision, the Contractor shall refer the matter to the Contracting Officer.

13.0 INVOICE AND BILLING REQUIREMENTS

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number and applicable line item numbers.

It is the federal Government's policy to pay contractor invoices via Electronic Funds Transfer (EFT).

The contractor shall provide invoicing in the following manner.

a. The contractor shall invoice within thirty (30) working days of the end of each month. The contractor must bill regardless of receipt of invoices from their own subcontractors.

b. The contractor shall be paid for the actual number of hours work/job.

c. Invoices shall be sent to:

Website Strategy and Support Statement of Work

FAA/OST/WCF

S&E Account, c/o AMZ-110

PO Box 25730

Oklahoma City, OK 73125

14.0 QUOTATION PREPARATION INSTRUCTIONS

Offeror shall provide one (1) electronic copy. The file shall be separate and complete for the technical proposal and business proposal.

The Technical Approach, Past Performance, Management Approach, Personnel, and these portions of the proposals shall not include any information concerning cost/prices, i.e., fees, unit prices, individual salary information, material cost, burden rates, profit amounts or total cost/price. These instructions establish the acceptable minimum requirements for the format and content of proposals. Offerors shall direct all communications to the attention of the Contracting Officer cited on the face page of the solicitation. Communication with other DOT personnel may constitute improper actions.

One file shall contain the business proposal. Electronic copies shall be formatted using Microsoft Office.

The font (typewritten or printed letters) shall be 12 point Times New Roman (with the exception of pre-printed product literature). Each page shall have adequate margins on each side (at least one inch) of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. There is no page limitation.

15.0 SUBMISSION OF PROPOSALS

Offerors shall submit their proposal in volumes subject to the following identification. Failure to furnish a complete proposal at time of proposal submission may result in the proposal not being accepted by the Government for evaluation and being eliminated from consideration for award.

Your quotation shall be submitted by the date listed on Standard Form 1449 to Brenda Mealer at the following email address: brenda.mealer@dot.gov

16.0 QUOTING CONTRACTOR'S PREPARATION COSTS

The Contracting Officer is the only individual legally authorized to commit the Government to the expenditure of public funds in connection with this procurement. This solicitation does not commit the Government to pay any cost for the preparation and submission of the solicitation.

17.1 EVALUATION CRITERIA

17.2 Order of Importance

Website Strategy and Support Statement of Work

Non-price factors are more important than the price factor. Factor 1 is more important than Factor 2, Factor 2 is more important than Factor 3, Factor 3 is more important than Factor 4.

17.3 Non-Price Factors

DOT will evaluate proposals based upon the following non-price evaluation factors:

Factor 1: Technical Approach

Factor 2: Past Performance

Factor 3: Management Approach

Factor 4: Personnel

Award of this delivery order will be made on a competitive best value basis, using "tradeoff" among cost/price and non-cost/price factors. The Government may elect to award to other than the lowest priced offeror, or other than the offeror with the highest rated non-cost/price proposal. In either case, a tradeoff will be conducted. The government reserves such right of flexibility in conducting the evaluation as necessary to assure an award with the contractor providing the best value to the government.

17.4 Non-Cost/Price Evaluation Criteria

Factor 1: Technical Approach. The technical approach should demonstrate the contractor's method for accomplishing the tasks outlined in the Statement of Work and the contractor's well-thought-out approach that is likely to yield the required results within the required time frame.

Factor 2: Past Performance. Past performance information will be utilized to determine the quality of the contractor's past performance as it relates to the probability of success of the required effort. The contractor will be evaluated on the knowledge and experience. The past performance recommendations or analysis by 3 customers and/or government agencies are required.

Factor 3: Management Approach. The contractor's approach to quality control identifies processes, procedures, and metrics which are likely to result in successful outcome within cost and on schedule. Demonstrate the competent to plan, execute a program, and manage in the areas of: schedule management; cost management; quality management, human resources management, and communications management.

Factor 4: Personnel. The contractor's academic, technical, and professional qualifications and the "sufficiency of key personnel proposed" are the most important aspects of the management approach and staffing. Demonstration of your overall approach to managing the project, the proposed performance metrics approach to required quality assurance, configuration management, risk management, and project management plans are also important.

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17.5 Rating method

The following rating method will be used in the evaluation of non-price factors:

Rating System

Rating	Description
Blue	Clearly meets and exceeds the requirements of the Factor being evaluated. Demonstrates an exceptional understanding of goals and objectives of the acquisition. No significant weaknesses exist. One or more significant strengths exist.
Green	Meets the requirements of the Factor being evaluated. Demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be strengths and weaknesses, but strengths either balance or outweigh any weaknesses.
Yellow	Marginally meets the requirements of the Factor being evaluated or presents significant performance risks. Weaknesses have been found that outbalance any strengths that exist, and these weakness may be difficult to correct.
Red	Does not meet the requirement of the Factor being evaluated or presents unacceptable performance risks. One or more significant weaknesses exist that would be very difficult to correct or are not correctable.

17.6 Cost/Price

Price will be evaluated as follows:

Price will be evaluated based upon the pricing information provided. The level of effort, which includes all labor categories are based on reasonable assumptions. The evaluation of each price proposal will include accuracy, completeness, and reasonableness.