

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c		4. ORDER NUMBER		5. SOLICITATION NUMBER RFP-08-DPUB-001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME David Reindl, National Gallery of Art - APC		b. TELEPHONE NUMBER (No collect calls) (202) 842-6515		6. SOLICITATION ISSUE DATE 04/16/2008	
9. ISSUED BY National Gallery of Art Office of Procurement and Contracts 2000B South Club Drive Landover, MD 20785				10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: % FOR: ☒ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS NAICS: ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) 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	
15. DELIVER TO National Gallery of Art, 2000B South Club Drive Landover, MD 20785				16. ADMINISTERED BY Office of Procurement and Contracts 2000B South Club Drive, Landover, MD 20785			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY National Gallery of Art, Office of Treasurer General Accounting 2000B South Club Drive, Landover, MD 20785			
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
1	Vogel 50/50 Web Site Development and Maintenance (See attached Statement of Work and Specifications)			1	lot		
(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						☒ 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 3 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				☐ 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)		31c. DATE SIGNED	

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

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
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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
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

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**Request for Proposal (RFP)
&
Statement of Work (SOW)**

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PART I – THE SCHEDULE

SECTION A – STANDARD FORM 1449

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PERIOD OF PERFORMANCE

This contract will have a base period and four one-year option periods. Exercise of options will be in accordance with FAR Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT, which is given in full-text in Section I.3.

B.2 CONTRACT TYPE

The Gallery contemplates a firm-fixed price contract with a time-and-materials component. The firm-fixed portion of the contract includes all work, with the exception of maintenance. Maintenance of the Web site shall be provided on a time and materials basis, as needed. The FAR clauses covering firm-fixed price and time-and-materials contracts are in Section I. Details for Supplies/Services can be found in C.4.2 (Deliverables)

B.3 PRICING

Base Period (Award Date – December 31, 2008)

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Services necessary to result in the design, creation, and launch of the Vogel 50/50 informational Web site	1	LOT		
0001A	Project Management	1	LOT		
0001B	Site Structural Design	1	LOT		
0001C	Visual Design	1	LOT		
0001D	Static Mini-Site	1	LOT		

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	0001E	Content Management System	1	LOT		
	0001F	Production of Permanent Site	1	LOT		
	0001G	Testing	1	LOT		
0002		Web site Maintenance and Support		HR		
		Labor Hours \$ /Hour				
			TOTAL PRICE (BASE PERIOD)			

Option Period 1 (January 1, 2009 – December 31, 2009)

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Web site Maintenance and Support		HR		
		TOTAL PRICE (OPTION PERIOD 1)			

Option Period 2 (January 1, 2010 – December 31, 2010)

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Web site Maintenance and Support		HR		
		TOTAL PRICE (OPTION PERIOD 2)			

Option Period 3 (January 1, 2011 – December 31, 2011)

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Web site Maintenance and Support		HR		
		TOTAL PRICE (OPTION PERIOD 3)			

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Option Period 4 (January 1, 2012 – December 31, 2012)

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Web site Maintenance and Support		HR		
		TOTAL PRICE (OPTION PERIOD 4)			

SECTION C – STATEMENT OF WORK

C.1 INTRODUCTION

The Partnering Institutions of the National Gallery of Art (hereinafter “NGA” or the “Gallery”), the Institute of Museum and Library Services (IMLS), and the National Endowment for the Arts (NEA), under the direction of the Gallery are seeking the submission of Best Value proposals from qualified, responsive, and responsible vendors to design, create, and provide support for maintaining a Web site to serve as an information source and online exhibition space for 2,500 works of art dispersed across all 50 states, one gallery or museum in each state.

C.2 NATIONAL GALLERY OF ART (NGA) MISSION STATEMENT

The mission of the National Gallery of Art is to serve the United States of America in a national role by preserving, collecting, exhibiting, and fostering the understanding of works of art, at the highest possible museum and scholarly standards.

Policies and procedures towards these goals are cumulatively set forth in the Gallery's legislation, bylaws, trustee action and staff guidelines. The following general definitions are intended to explicate the goals of the Gallery.

C.2.1 PRESERVING

The Gallery's principal duty is to keep its collections intact for future generations and to pass these on in optimum condition. To carry out this responsibility the Gallery strives to maintain effective programs of security, environmental control, buildings maintenance, and conservation.

C.2.2 COLLECTION

The Gallery limits its active art collecting to paintings, sculpture, and works of art on paper, from the late middle ages to the present, from Europe and the United States. Trustee policy allows the Gallery to accept, in addition, other significant works of art in conjunction with major donations in the primary areas of the Gallery's collections.

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C.2.3 EXHIBITING

The Gallery is dedicated to putting its collections on view in Washington and by loan elsewhere, as well as borrowing works of art for exhibition in Washington. As its collecting field is narrow in comparison to the world's art, the Gallery strives to supplement its own works with exhibitions of material from other times and other cultures. At the same time, balance is sought with exhibitions that illuminate and reinforce its own collections. The highest standards of scholarship, maintenance, installation, and interaction with the public all contribute to this critical exhibiting role.

C.2.4 FOSTERING UNDERSTANDING

The Gallery's role as an institution dedicated to fostering an understanding of works of art operates on a broad spectrum. From advanced research conducted both at its Center for Advanced Study in the Visual Arts and by its curators, to the dissemination of knowledge to its visitors and to the widest possible student and general public, the Gallery is an educative institution. The Gallery also collects materials for research related to its collections, as well as the history and appreciation of art in general. The Gallery recognizes that not only the dissemination of information but also the enhancement of the aesthetic experience are essential to fostering understanding of works of art. Ancillary programs furthering its aesthetic role, such as concerts and changing horticulture displays have been part of the Gallery's mission virtually since its inception.

C.3 BACKGROUND

C.3.1 INTRODUCTION

The National Gallery of Art is organizing and administering a project to distribute the gift of 2,500 works of art from Dorothy and Herbert Vogel. This generous gift will send 50 works (many with multiple objects) to museums (hereinafter the "Receiving Institutions") in each of the 50 states over the course of 2008 and 2009. As a primary component of this initiative, the Gallery seeks to establish a central Web site to document the gift and provide an information resource center about the collection for both exhibiting museums and the visiting public. With full participation from the receiving institutions, this Web site will present catalog entries and images on all 2,500 works of art from the Vogel Collection. The web site will be used for disseminating the participating institutions' ongoing research of the Collection. It will serve as a lasting online information source and exhibition space for the project (hereinafter referred to as the "Vogel 50/50" project) and as a home for the story of the Vogels and of how they acquired the collection.

C.3.2 THE VOGEL COLLECTION

The Vogel Collection is an internationally recognized collection of modern and contemporary art, with a focus on drawings, acquired over the last forty-five years. Based in Manhattan, Herbert and Dorothy Vogel began collecting the work of American and European vanguard

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artists in 1962. The Vogels are best known for their representation of minimal and conceptual art, interests that were initially stimulated by their friendship with artists Dan Graham and Sol LeWitt, the latter of whom was also an important collector of contemporary art. The Vogel Collection, in fact, includes works representing a large stylistic range, touching upon post-minimalism, abstract expressionism, and various figurative directions. Several artists' work is represented in depth in the Vogel Collection, including Robert Barry, Lynda Benglis, Robert Mangold, Edda Renouf, and Richard Tuttle.

The extraordinary breadth and depth of the collection is all the more striking considering the modest means at the collectors' disposal. Mr. Vogel worked as a salaried employee of the United States Postal Service; Mrs. Vogel worked as a reference librarian for the Brooklyn Public Library. Setting their collecting priorities above those of personal comfort, the Vogels also were prescient in admiring and acquiring work by major figures of late twentieth-century art before their reputations were made. Such early support brought to the couple the life-long friendship with many of these artists.

C.3.3 DESCRIPTION AND PURPOSE

The informational Web site and online exhibition (to be found on the Internet upon completion at the URL <http://vogel5050.org>) will eventually represent each of the 2,500 objects in the collection. Each object may have a wide variety of associated data, including imagery, descriptive texts, structured data such as dimensions or provenance, associated exhibition history, literature, artist biographies, and related links to other objects and other on-line resources.

At the launch of the Vogel 50/50 Web site, images of 200 hundred objects will be included, representing each of the artists in the collection. These same objects will be the subjects of a National Endowment for the Arts publication about the Vogel 50/50 project, to be released concurrently. The subsequent 2,300 objects will be added to the database by the Receiving Institutions over time.

In addition to the database, this Web site will tell the story of the Vogels. Using information about the objects and the Vogels' own stories, the site will visually map the relationships among the first 200 objects, the artists, the Receiving Institutions, and the Vogels.

From the start, the site will assure that the stories of the Vogels come through, providing an engaging human face to the collection, in order to appeal to a wide audience of Web and museum visitors.

C.3.4 AID TO SCHOLARLY RESEARCH

NGA's goal is to not only appeal to a general audience and potential visitors to the Gallery and Receiving Institutions but also to provide a resource for scholars who are producing and seeking information about the works in the Vogel collection. This Web site shall provide a unified source of information for the collection, which is dispersed throughout the country. The Web site shall

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also provide context for the collection in the stories of the Vogels and their personal recollection of this pivotal period in the history of contemporary art. Receiving institutions will be undertaking new research of Vogel objects as they enter the collections of the participating institutions in 2008 and 2009. The Web site will be vital to the rapid dissemination of the research.

C.4 SCOPE OF WORK

C.4.1 GENERAL REQUIREMENT

The National Gallery of Art is seeking a Contractor to perform services necessary to result in the creation and maintenance of the Vogel 50/50 informational Web site where Receiving Institutions can contribute content describing the collection and the public can access this content.

The Contractor shall design a captivating, interactive, and educational Vogel 50/50 Web site that provides multiple methods for accessing information about the collection. The site shall be compliant with web standards and shall support a wide range of web browsers. The Vogel 50/50 Web site will initially present information about 200 objects from the Vogel collection; however, it must be sized to accommodate the eventual addition of all 2,500 items, including the growth and expansion of research materials over five years.

Prior to launch of the main Vogel 50/50 site, a static mini-site shall be developed by the Contractor and hosted on Gallery servers.

The Contractor shall work with the Gallery and other stakeholders to capture requirements for a content management system (CMS) to be used by receiving institutions to manage object data, research, and other content comprising the Web site. The Contractor shall recommend, configure, and deploy a CMS that is intuitive for end-users. The Contractor shall also recommend, design, and build a content presentation layer that requires minimal or no programming modifications as additional Vogel object information and narrative content is added to the site via the content management system.

A Web browser shall be the sole technology required by the public to access the site, by participating institutions to edit object and site content, and by the Gallery to perform common site administration duties. This site shall be hosted on one or more Linux-based servers at the National Gallery of Art in Washington, D.C. Remote VPN access to the server(s) will be provided to the Contractor by the NGA. The Gallery prefers the use of open source software with a strong user community, but will consider commercial solutions when adequately justified.

The Contractor shall demonstrate progress throughout the design and development process through presentations, demonstrations, and the delivery of documentation. The Contractor shall also perform thorough testing of the site, including iterative visitor testing (usability testing) and comprehensive browser testing (including administrative interfaces) throughout the process.

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Once the site has been launched, the Contractor shall provide training for Receiving Institution staffs in the use of the system and to the National Gallery of Art staff in the management of the system. The Contractor shall also provide on-call troubleshooting and maintenance services to Gallery and partner institutions for up to five years after the Web site's completion.

C.4.2 DESCRIPTION OF THE TASKS AND DELIVERABLES

The Contractor shall perform the following tasks associated with the creation of Vogel 50/50 Web site:

Task 1. Project Management

The Contractor shall provide management and oversight to assure timely and quality completion of the project, keeping the Gallery informed of progress, issues, and concerns.

Project Planning. The Contractor shall thoroughly plan the execution of the project and prepare a project plan and schedule for delivery to the Gallery.

In planning the project, the Contractor shall structure the work to be performed, including, at a minimum:

- Identify activities accomplished to meet the requirements of this Statement of Work;
- Identify any supplementary deliverables or drafts that are warranted to assure quality or steady progress.
- Identify the principal risks facing the project and measures to be taken to mitigate these risks.

The Contractor shall schedule the work to be performed:

- Identify the expected start and end dates for each activity included in the Plan.
- Identify the critical path for the project and any available slack time provided for risk mitigation.
- Specify the date when each Deliverable, draft and final, will be provided to the Gallery and the date by which Gallery comments should be returned, if applicable.

The Contractor shall identify the resources required for the project:

- Identify the Contractor's project team and key personnel (as previously introduced to the Gallery).
- Include an allocation of effort, by personnel category, and direct expenditures for each activity.
- Identify any additional resources that must be furnished, including equipment, information, or effort of Gallery staff.

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The Contractor shall update this Plan as needed throughout the contract, but no less frequently than monthly, to ensure that it remains current.

Deliverable: 1

Title: Vogel 50/50 Web Site Project Plan
Format: Written text with Microsoft Project schedule
Due: 5 business days after contract award, to COTR and CA
Review: Gallery will respond with comments within 5 business days
Resubmit: 5 business days after receipt of comments

Kick-off Meeting. The Contractor shall attend an initial project meeting to review the goals of the project and the methodology for implementing the work required in this Statement of Work as documented in the Contractor's Project Plan with Gallery representatives at the Gallery offices in Washington, D.C.

The Gallery will schedule this meeting at a mutually agreeable time within 10 days after Contract Award, unless agreed to otherwise, in anticipation of timely receipt of the Project Plan. Attendees of this meeting shall include the Contracting Officer (CO), Contracting Officer's Technical Representative (COTR), Contractor's key personnel and the key members of the Gallery's Vogel 50/50 project Web team.

Project Reporting. The Contractor shall keep the Gallery informed regarding the progress and status of the project throughout the duration of the project.

a. Weekly Meetings. The Contractor shall have weekly telephone meetings with the COTR to discuss the status of the project and any issues. Dates and times for these meetings shall be determined by mutual agreement.

b. Monthly Progress Report. The Contractor shall prepare a brief (1-2 page) written Monthly Progress Report each month starting at Contract Award and ending in the month that the site is accepted by the Gallery.

The Monthly Progress Report shall include:

- A summary of progress made, tasks completed, identifying any problems or issues and suggesting remedies;
- A summary of tasks to be performed during the next month (except for the final report) identifying any known issues

Deliverable: 2

Title: Vogel 50/50 Web Site Monthly Progress Report
Format: Written text (approximately 2 pages), sent by e-mail
Due: 5 business days after the close of each calendar month, to COTR and CA
Review: Gallery will respond with comments at Weekly Meeting following receipt
Resubmit: Not required

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c. Regular Communications. In addition to the Weekly Meetings and Monthly Progress Reports, as the work progresses, the Contractor's PM and the COTR shall be in contact via telephone, e-mail, or 1-on-1 meetings as is necessary to successfully accomplish the project. Both the COTR and Contractor must respond to e-mails or phone calls within one (1) business day, or otherwise as mutually agreed.

Task 2. Develop Site Structural Design

The Contractor shall discuss the goals and needs for the site with the principal stakeholders, as identified by the COTR, analyze the required functionality and content for the site, determine the driving requirements for the site, and develop an appropriate site structure.

Driving Requirements. The Contractor shall work with stakeholders to identify the primary audience(s) for the Web site and the factors that drive audience interest in the materials to be presented on the site. The Contractor shall analyze the stakeholder discussions to identify any requirements that are particularly difficult, voluminous, or risky so that they would be significant determinants of the success of the project. The Contractor shall document these requirements in a short textual document, explaining the reasons for concern about each of them. The Contractor shall coordinate drafts of the driving requirements with the Gallery, as specified in the Project Plan.

Information Architecture: The Contractor shall document all of the data to be collected on the Vogel objects and shall work with Stakeholders to identify the relative importance of these pieces of data and the purpose they serve to the site's visitors. From this study, the Contractor shall develop taxonomies to represent the subject matter of the site.

Site Map. Using the information architecture, the Contractor shall document, analyze, and place on a site map the functionality and content required for the site, ensuring that the map continues to align with the driving requirements. The site map must show the navigation hierarchy, site structure, navigational elements, and major functional components such as search. The site map shall further show which sections have distinct templates, which sections will be delivering static information, and which sections will be delivering dynamic information. The map shall demonstrate linkages between like groups of content. The Contractor shall coordinate drafts of the site map with the Gallery, as specified in the Project Plan.

Wire Frames. The Contractor shall develop an initial, high-level design for the site based on the structure specified by the site map. The Contractor shall document this design as wire frames, non-designed sketches of main pages showing rough navigation, titling, and content areas. The Contractor shall coordinate drafts of the wire frames with the Gallery, as specified in the Project Plan.

Digital Prototype Testing. Based on the wire frames, the Contractor shall implement the essential navigation, titling, and content areas as digital prototypes for visitor testing by the Gallery, in collaboration with the Contractor. The Contractor shall support a brief period of visitor testing of

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these digital prototypes, intended to validate basic assumptions regarding site structure and naming conventions. The Contractor shall coordinate drafts of the digital prototype and the visitor testing plan with the Gallery, as specified in the Project Plan.

Revisions. The Contractor shall revise the sitemap and wire frames based on Gallery comments and the results of the visitor tests.

Structural Design Document. The Contractor shall document the final structural design for the site in a written report. This report shall include the final driving requirements, site map, and wire frames. It shall also include the test plan and test results from the visitor testing. The Contractor shall provide the full source of the digital prototype, in electronic form, as an attachment to this report.

Deliverable: 3

Title: Vogel 50/50 Web Site Structural Design
Format: Written
Due: 10 business days after completion of visitor testing, to COTR and CA
Review: Gallery will respond with comments within 5 business days of receipt
Resubmit: 5 business days after receipt of Gallery comments
Attachment: full source of digital prototype

Task 3. Create Visual Design

Design Concepts. Using the Site Map, Wire Frames, and Digital Prototypes as references, the Contractor shall provide three (3) initial design concepts for the home page of Vogel 50/50, the sub-page representing the collection, an individual object page, the page representing the relationships between the objects and the collectors, and any other pages central to the design of the site. The design concept shall include the proposed information design (layout and functionality) and interface design (banner and navigation graphics).

The Contractor shall provide design concept drafts as Photoshop or Illustrator files for Gallery review in an Internet location accessible to the Gallery. The Gallery reserves the right to request three (3) revisions or iterations of the chosen design, as provided for in the Project Plan.

Deliverable: 4

Title: Vogel 50/50 Web Site Visual Design Concepts
Format: Photoshop or Illustrator files
Due: As scheduled in Project Plan
Review 1: Gallery will respond with comments as provided in Project Plan
Resubmit 1: 5 business days after receipt of Gallery comments
Review 2: Gallery will respond with comments as provided in Project Plan
Resubmit 2: 5 business days after receipt of Gallery comments
Review 3: Gallery will respond with comments as provided in Project Plan
Resubmit 3: 5 business days after receipt of Gallery comments
Final: Delivered as printed and electronic files to COTR and CA

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Detailed Style Guide. The Contractor shall develop a detailed style guide (DSG) for production of site-wide Cascading Style Sheets (CSS) and graphic elements including fonts, color, header, text style, page layout, and other style information as a reference for future maintenance. This style guide shall be delivered as an HTML file.

Contractor shall update the DSG throughout the development of the site with a final deliverable including maintenance plan at site launch.

Deliverable: 5

Title: Vogel 50/50 Web Site Detailed Style Guide
Format: HTML file
Due: As scheduled in Project Plan
Revision: As changes are made throughout development of the site
Resubmit: In site documentation provided at site launch

Task 4. Create Static Mini-Site

Mini-Site Development. The Contractor shall develop a mini-site to announce the project to the public. The visual design of the mini-site shall be consistent with the visual design approved by the Gallery. The mini-site shall use only static content, HTML, and JavaScript in a manner allowing it to be hosted on the Gallery's existing Web servers, without modification. The mini-site shall have the following content, at a minimum:

- A home page for the project
- A page announcing the participating museums
- A description of the Vogel 50/50 project
- A page telling the story of the Vogels. Information about the Vogels can be found at http://www.nga.gov/press/2008/vogel50x50_a.shtm.
- A visual map showing the relationships among the first 200 items, the artists, the Receiving Institutions, and the Vogels.
- Pages displaying 200 objects from the collection. Images and associated text for these pages shall come from the catalog.
- A short background on each of the participating institutions

The mini-site shall be delivered to the Gallery for testing on its existing Web servers, using the new 50/50 domain name.

Deliverable: 6

Title: Vogel 50/50 Mini Site
Format: Web site source files
Due: As scheduled in the project plan
Review: The Gallery will deliver comments within 5 business days
Resubmit: As scheduled in the project plan

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Mini-Site Testing. The Contractor shall thoroughly test the mini-site, using visitors to the Gallery in a manner similar to the testing of the digital prototype. In preparation for this testing, the Contractor shall prepare a test plan. The Contractor shall revise the site to address issues uncovered in visitor testing. The Contractor shall prepare a test report including the plan, results of testing, analysis of issues, and documentation of changes made to the mini-site.

Deliverable: 7

Title: Vogel 50/50 Mini-Site Test Plan
Format: Written
Due: As scheduled in the project plan
Revision: As changes are made throughout development of the site
Resubmit: In site documentation provided at site launch

Deliverable: 8

Title: Vogel 50/50 Mini-Site Test Report
Format: Written
Due: 20 business days after receipt of Gallery comments on Mini-Site
Revision: As changes are made throughout development of the site
Resubmit: In site documentation provided at site launch

Mini-Site Go-Live. Upon final approval of the Mini-Site by the Gallery, the Contractor shall assist the Gallery in migrating the site to the Gallery's production Web servers, using the 50/50 domain address.

Mini-Site Support. The Contractor shall support necessary modifications and updates to the Mini-Site starting at Mini-Site Go-Live and ending with Go-Live of the full site.

Task 5. Contributors' Interface (Content Management System)

To amass the volume of information necessary for the Vogel 50/50 project's 2500 objects, the Web site requires a content management system. The Contractor shall collect requirements and build a browser-based content management system for researchers at the Receiving Institutions. In particular, the Contractor shall identify and document the various roles that Receiving Institutions will play in the content management process so that permissions can be configured properly.

The CMS Web-based interface shall be accessible over the Internet and secured with https for security. The interface shall allow Receiving Institution personnel located around the country to upload and update images, descriptions, catalog entries, and other information about the works, information about the artists who created those works, and interesting stories of the Vogels' relationships to the artists and the collection.

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This interface shall be designed to be simple, intuitive, and easy-to-use to obviate the need for in-person training of researchers who will be dispersed in the 50 Receiving Institutions and potentially quite numerous. The interface shall also provide thorough online documentation and self-help capabilities to reduce the volume of trouble calls and demand for HelpDesk assistance to contributors.

The Contractor shall prepare a preliminary design of the structure of the database that is to store the site's content. This design shall identify the data to be included, the relationships among key data elements, and significant integrity checks or rules that will be implemented. If the database schema is prescribed by a content management system, the Offeror (a vendor that submits a proposal to the Gallery in response to this RFP) may provide an equally informative design overview of the content entity definitions and relationships that will be configured into the CMS and how such content is programmatically accessed. Object metadata shall be stored in a database that will allow results to be sorted in a variety of ways, including but not limited to artist, medium, date, title, exhibition history, and the name and location of the Receiving Institution. The database must also allow the creation of pages to accommodate content that we are unable to foresee. These pages must deliver text and images and allow embedding of media including but not limited to Flash and video.

UTF-8 character encoding shall be used by the content management system, the presentation layer, and in the underlying database(s).

Deliverable: 9

Title:	Contributor's Interface Prototype
Format:	Working Web interface
Due:	As scheduled in the project plan
Revision:	As changes are made throughout development of the site
Resubmit:	Final version provided at site launch

Task 6. Establish Target Platform

The Gallery desires to minimize the technical risks in the development of the Vogel 50/50 Web site. To this end, the Gallery would like to restrict the development to established technologies with which the Contractor is comfortable and has demonstrated competence, while also recognizing the NGA's preference for open source / open standards solutions. The Gallery may consider affordable commercial open-standards-based products if technical justification is provided, but the products must work with Linux.

The Contractor shall review the Structural and Visual designs and use its understanding of them to define a technical platform architecture with which it is familiar, that is appropriate to the Gallery's situation.

The Contractor shall brief the Gallery on the technical architecture proposed for the site, identifying any significant components, products, or languages it proposes to use.

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This briefing shall specifically highlight any items that the site will newly introduce to the Gallery Web server architecture. The Contractor shall discuss the compatibility and incompatibility of these new items with the existing NGA.gov Web site, the long-term viability and maintainability of these components, and any issues it foresees for the Gallery in their adoption.

At this briefing, the Contractor shall give a demonstration of a previous site it has constructed using the proposed technologies. The briefing shall identify significant differences between the technology used in the demonstrated site and those proposed for the Vogel 50/50 site.

Deliverable: 10

Title: Vogel 50/50 Target Platform
Format: Briefing and Demonstration
Due: 20 business days after final delivery of Structural Design
Review: The Gallery will deliver comments within 10 business days
Resubmit: 10 days after receipt of Gallery comments

Task 7. Develop Vogel 50/50 Permanent Site

The Contractor shall develop and test the permanent Vogel 50/50 Web site.

Produce Templates and Pages. After Gallery approval of site map, wire frames, and visual design, the Contractor shall produce sample HTML pages for testing before full production begins. The pages should conform to the best practice of relying on CSS to define the page layout and styles to the greatest extent possible. The Contractor shall review all Gallery approved requirements, designs, and the target platform to create compatible, appropriate templates for dynamic content population.

The Contractor shall test these pages for browser compatibility prior to submission to the Gallery. The pages must receive a green light from automated validation software such as the Firefox plugin “HTML Validator” prior to submission to the Gallery.

The Contractor shall provide a representative sample of templates and pages representing navigation and content.

Deliverable: 11

Title: Vogel 50/50 Sample Templates and Pages
Format: HTML files, static and template
Due: as specified by project plan
Review: The Gallery will deliver comments within 10 business days
Resubmit: 5 days after receipt of Gallery comments

Preliminary Implementation. The Contractor shall provide at least one working preliminary implementation of the site to the Gallery before delivery of the final, tested site. The Gallery will rehearse the installation of the preliminary implementation on Gallery servers and the

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management of the site once there. Depending on the implementation details, it may prepare comments on the compatibility of the site with the Gallery servers and any technical or site management issues it perceives.

Deliverable: 12

Title: Vogel 50/50 Preliminary Implementation
Format: Completely functioning site with a sampling of pages and templates
Due: as specified by project plan
Review: The Gallery will deliver comments within 20 business days
Resubmit: 5 days after receipt of Gallery comments

Test Site. The Contractor shall respond, in writing, to these comments within 5 business days. Upon approval of templates and pages, and the preliminary implementation, the Contractor shall proceed with full production of the Vogel 50/50 site. This shall include all static HTML pages and templates for dynamic generation of content, as well as working integration of the templates with the content database. A fully functional content management system is required.

Deliverable: 13

Title: Vogel 50/50 Test Site
Format: Completely functioning site, with all pages and templates
Due: as specified by project plan
Review: The Gallery will deliver comments within 10 business days
Resubmit: 5 days after receipt of Gallery comments

Acceptance of the site at this point constitutes acceptance as ready for testing. The Gallery will make final acceptance of the site based on successful completion of testing.

Task 8. Quality Assurance/Testing

The Contractor shall conduct testing of the system in a realistic environment similar to the production environment.

Test Plan. The Contractor shall develop a Test Plan that describes test methodology including all levels of testing, both internal and external, as well as bug reporting, tracking, confirmation of fixes, and a schedule for testing. As public and Receiving Institution acceptance is paramount, this plan shall provide for iterative and repeated exposure of the system to members of both constituencies.

Although we do not anticipate an extremely high load on the system, the Contractor shall document the performance of the site under high load and take steps to ensure that failure due to excessive loading is handled as gracefully as possible. The site shall also be tested by the Contractor for acceptable response times under anticipated load, the estimates for which may be based in part on our experience with the mini-site.

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Deliverable: 14

Title: Vogel 50/50 Test Plan
Format: Written
Due: as specified by project plan
Review: The Gallery will deliver comments within 10 business days
Resubmit: 5 days after receipt of Gallery comments

Testing. The Contractor shall carry out the Test Plan, recording the results. The Contractor shall address any deficiencies identified in testing, either by correcting them, by providing a workaround, or by providing an explanation as to why they cannot be corrected. The Contractor shall prepare a final test report containing this material. Based on this report, the Contractor shall warrant that the site is ready for launch.

Deliverable: 15

Title: Vogel 50/50 Readiness Report
Format: Written
Due: as specified by project plan
Review: The Gallery will deliver comments within 10 business days
Resubmit: 5 days after receipt of Gallery comments

Task 9. Site Launch

Launch. The Contractor shall assist the Gallery in installing the site on the Gallery's servers, configuring it for operation, and initiating service.

Master Files. Contractor shall deliver to the Gallery a complete site ready to be published on the public server. This delivery shall include all files, templates, and packages required for the site to operate; all licenses, documentation, and original media being transferred with the site; and a file listing of the site with purpose and format documented for each one (Contractor may eliminate redundancies for the sake of brevity).

Refer to Section C.4.3 for site delivery warranties.

Deliverable: 16

Title: Vogel 50/50 Permanent Site
Format: Master files on two copies of checksum-verified DVDs and all packages required for the Site to operate
Due: Within 5 business days of site launch
Review: The Gallery will deliver comments within 5 business days
Resubmit: 5 days after receipt of Gallery comments

Task 10. Operations Planning and Preparation

Maintenance Planning. The Contractor shall define all processes and standards necessary for the continuing maintenance of Vogel 50/50, including style guides and clear how-to instructions.

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The Contractor shall specify a backup schedule defining how much data will be lost in the event of a system failure. The Gallery will use the *ArcServ* agent for Linux for backups, but the Contractor shall be prepared to document any specific procedures for backing up databases and other systems that must continue to operate while the backup agent is executing.

Administrator Training. The Contractor shall train Gallery staff in the maintenance procedures.

User Training. The Contractor shall provide an on-line training manual for use by the Receiving Institutions. This manual shall provide all documentation necessary to prepare and upload content to the site, including a data dictionary with examples to clarify object metadata definitions. The manual shall also contain the site's style guide.

The Contractor shall provide maintenance documentation, style guides, and process instructions, training guides, drafts and updates.

Deliverable: 17

Title: Vogel 50/50 Maintenance and Training Materials
Format: PDF files on CD-ROM
Due: Within 5 business days of site launch
Review: The Gallery will deliver comments within 5 business days
Resubmit: 5 days after receipt of Gallery comments

Task 11. Maintenance (Optional Tasking)

The Contractor shall work with Gallery and Receiving Institutions on support calls over a period of up to five (5) years (including one base year and four (4) one-year option periods), on a Time and Materials basis, at the Rates provided in Section B.3.

Help and Maintenance. The Contractor shall support the site on a Time-and-Materials basis, responding to calls from the NGA, IMLS, or NEA staff.

Maintenance Reporting. The Contractor shall further prepare a short (no more than one page) Monthly Maintenance Report and deliver it to the COTR at the end of each month that Contractor is responsible for support or maintenance of the Vogel 50/50 Web site.

The Monthly Maintenance Report shall include:

- A summary of activities including, tasks started or completed and hours worked.
- A summary of known issues or problems and suggested remedies

Deliverable: 18

Title: Vogel 50/50 Monthly Maintenance Report
Format: e-mail
Due: Within 5 business days after the close of each month

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Review: The Gallery will deliver comments, if any, within 5 business days
Resubmit: 5 days after receipt of Gallery comments, if requested

C.4.3 SITE DELIVERY, SUPPORT, AND DELIVERABLES WARRANTY

The Contractor shall warrant to the Gallery that:

- (1) the site, as delivered, conforms to the representations made in the specifications, designs, reports, and other deliverables;
- (2) the site, as delivered, is free of material defects in design, workmanship, functionality, and performance;
- (3) Contractor shall support the site as necessary for the first 30 days after the site launch; and
- (4) all deliverables are of high quality, thorough, attractive, and precise.

The developer shall immediately repair any deliverable that does not meet this warranty.

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SECTION D – PACKAGING AND MARKING

D.1 MARKING

All information and submittals, including forms, reports, and other materials provided to the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR) shall be clearly marked with the contract number.

CONTRACT NUMBER: TBD

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 COTR’S INSPECTION AND TESTING

The COTR is responsible for the inspection and acceptance of all work performed under this contract. The COTR will document each inspection and provide copies of the reports to the Contractor and CO within five workdays of the inspection. In the event the deliverables or services provided are determined to be unacceptable, the COTR will include information on requirements for correction.

E.2 GALLERY QUALITY CONTROL (QC)

The Gallery reserves the right to choose the inspection methods to be used in the implementation of the Quality Control program and to vary the inspection methods utilized during the performance of work without notice to the Contractor. The Gallery’s Quality Control Surveillance Program is not a substitute for quality control by the Contractor. Findings of unsatisfactory or non-performed work will be documented and a Quality Deficiency Service Report (Attachment 2) will be issued to the Contractor. All costs associated with rework shall be the responsibility of the Contractor.

E.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.246-4	Inspection of Services—Fixed Price	AUG 1996

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SECTION F – DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

See Section C for a complete list of tasks and deliverables.

F.2 PERIOD OF PERFORMANCE

This contract shall have a base period and four one-year option periods. Exercise of options will be in accordance with FAR Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT, which is given in full-text in Section I.

LOT I	BASE PERIOD	Award Date through 12/31/08
LOT II	OPTION YEAR 1	01/01/09 through 12/31/09
LOT III	OPTION YEAR 2	01/01/10 through 12/31/10
LOT IV	OPTION YEAR 3	01/01/11 through 12/31/11
LOT V	OPTION YEAR 4	01/01/12 through 12/31/12

F.3 DELIVERY SCHEDULE

The Contractor is required to deliver and keep current a Project Schedule, taking into account his/her proposed methodology. The Project Schedule must adhere to the requirements of the Statement of Work, including identification of all major activities and deliverables. Where feasible, concurrent activities may occur. Two major milestones are the availability of the Mini-Site and the launch of the Full Site. It is the Gallery's goal that the Mini-Site be available no less than 4 months after Contract Award and that the Full Site be available no less than 7 months after Contract Award. The Offeror is required to submit a suggested delivery schedule with its proposal in the following format.

DESCRIPTION	DELIVERY SCHEDULE
Vogel 50/50 Web Site Project Plan	
Vogel 50/50 Web Site Structural Design	
Vogel 50/50 Web Site Visual Design Concepts Vogel 50/50 Web Site Detailed Style Guide	
Vogel 50/50 Mini Site Vogel 50/50 Mini-Site Test Plan Vogel 50/50 Mini-Site Test Report	
Contributor's Interface Prototype	
Vogel 50/50 Target Platform	
Vogel 50/50 Sample Templates and Pages	
Vogel 50/50 Preliminary Implementation	

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Vogel 50/50 Test Site	
Vogel 50/50 Test Plan	
Vogel 50/50 Readiness Report	
Vogel 50/50 Permanent Site	
Vogel 50/50 Maintenance and Training Materials	
Vogel 50/50 Monthly Maintenance Report	

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NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.242-15	STOP-WORK ORDER	AUG 1989

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SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGEMENT

The following individuals will have designated authority for the Gallery during the performance of the contract:

G.1.1 CONTRACTING OFFICER (CO)

The CO shall effect all contract administration. Communications pertaining to contract administration matters. No changes in or deviations from this contract are authorized unless directed in writing by the CO.

The CO is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in this contract. The said authority remains solely with the CO. The CO is authorized to appoint a Contract Specialist to perform administrative contracting functions for this contract. In the event the Contractor makes any changes at the direction of any person other than the CO, the change shall be considered to have been made without the authority of the CO or the Gallery and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof. The CO is also responsible for making the final decisions on matters under dispute, unsatisfactory performance, as well as contract terminations for convenience or default.

David T. Reindl is hereby designated as the CO. The CO may be changed at any time by the Gallery without prior notice to the Contractor, but notification of the change, including the name and address of the successor CO, shall be promptly provided to the Contractor in writing.

David T. Reindl
National Gallery of Art
Office of Procurement and Contracts (APC)
2000B South Club Drive
Landover, MD 20785

Phone: (202) 842-6515
Fax: (202) 312-2792
E-mail: d-reindl@nga.gov

G.1.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR shall be designated on authority by the CO to monitor all technical aspects and assist in the administration of this contract. A copy of the COTR's letter of designation shall be issued to the COTR with a copy furnished to the Contractor, stating the responsibilities and limitations of the COTR. This letter shall clarify, to all parties of the contract, the responsibilities of the

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COTR. The duties of the COTR include but are not limited to: assuring the Contractor's compliance with the technical requirements, performing or arranging necessary inspections in connection with the technical performance, maintaining both written and oral communications with the Contractor, notifying the Contractor and the CO of any deficiencies observed, monitoring the Contractor's overall performance, and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

The COTR does NOT have the authority to alter the Contractor's obligations, direct changes that fall within purview of the General Provisions clause entitled "Changes", or modify any of the expressed terms, conditions, specifications, or cost under this contract. If because of technical discussions it is desirable to alter/change contractual obligations within the Scope of the Work, the CO shall issue such changes in writing.

John Gordy is hereby designated as the COTR. The COTR may be changed at any time by the Government without prior notice to the Contract, but notification of the change, including the name and address of the successor COTR, shall be promptly provided to the Contractor in writing.

John Gordy
Publishing Office – Web Team (DPUB-WEB)
National Gallery of Art
2000B South Club Drive
Landover, MD 20785

Phone: (202) 842-6872
Fax: (202) 408-8350
E-mail: j-gordy@nga.gov

G.2 CORRESPONDENCE

All non-technical correspondence shall be prepared in accordance with Section D and addressed to the CO. All technical correspondence shall be prepared in accordance with Section D and submitted to the COTR.

G.3 SUBMISSION OF INVOICES

All invoices shall include the contract number and be sent to:

John Gordy
Publishing Office – Web Team (DPUB-WEB)
National Gallery of Art
2000B South Club Drive
Landover, MD 20785

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The Contractor shall submit proper invoices on a monthly basis for any work performed during the month being invoiced. To constitute a proper invoice, each invoice submitted shall include the following information and/or attached documentation:

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number
- (4) Description, price, and quantity of services/supplies actually rendered/delivered;
- (5) Delivery date or Period of performance covered by the invoice;
- (6) Payment Terms;
- (7) Name and address of the Contractor's official to whom payment is to be sent. The "Remit To" address must correspond to the remittance address in the contract
- (8) Name, title, phone number, and mailing address of contact person to be notified in the event of a defective invoice;
- (9) Other substantiating information or documentation as required by the contract, including Pre and Post Inspection Forms; and
- (10) The following statement on the first page of each original invoice:

COTR's CERTIFICATION

I certify to the best of my knowledge and belief that the services/supplies shown on the invoice have been performed/delivered and are accepted.

COTR Signature

Date

G.4 PAYMENT

Payment shall be made by:

Treasurer's Office (TGA)
National Gallery of Art
2000B South Club Drive
Landover, MD 20785

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLIC USE OF THE NAME OF THE NATIONAL GALLERY OF ART

The Contractor shall not refer to the Gallery nor use the Gallery's name for any reason whatsoever without the express prior written approval of the CO.

H.2 ELECTRONIC CORRESPONDENCE

Direction via email from the CO is authorized and shall be regarded as signed direction from the CO to the Contractor.

H.3 REGULATIONS AND GUIDANCE

The Contractor shall be responsible for adherence to all applicable standards, regulations, and rules. Failure to inspect the site or to obtain knowledge of the Gallery's security rules and regulations including but not limited to, those contained or referenced herein shall not relieve the Contractor from performing the contracted work or complying with established security rules and regulations.

H.6 MANAGEMENT

The Contractor shall manage the total work effort associated with the design, creation, and support of the Web site, and all other services required to ensure fully adequate and timely completion of the services called for by contract. This includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, communicating with Gallery personnel, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to ensure the performance of work in accordance with sound and efficient management practices.

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PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

**I.1 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL
ITEMS (DEC 2007)**

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

X (1) 52.203-6, Restrictions on SubContractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Reserved]

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

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___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

___ (ii) Alternate I (Aug 2007) of 52.222-50.

___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

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- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d)(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 \$550,000 (\$1,000,000 for construction of any public facility), the subContractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (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 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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(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.

(End of clause)

I.2 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**.

(End of clause)

**I.3 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**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

I.4 52.227-17 – RIGHTS IN DATA—SPECIAL WORKS (JUNE 1987)

(a) *Definitions.*

“Data,” as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and

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display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to

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the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

I.5 52.239-1 – PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

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I.6 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	Definitions	JULY 2004
52.203-6	Restriction on Subcontractor Sales to the Government (Alternate I)	SEPT 2006
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions – Commercial Items	FEB 2007
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-1	Changes—Fixed-Price , Alternate I	AUG 1987
52.243-3	Changes—Fixed-Price , Alternate I	SEPT 2000

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**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NUMBER OF PAGES
1	Confidentiality and Nondisclosure Conditions	1
2	Authorization for Release of Information	1

NATIONAL GALLERY OF ART

Confidentiality & Non-Disclosure Conditions

THESE TERMS AND CONDITIONS shall be fully incorporated into and made a part of the contract entered into the _____, by and between the National Gallery of Art ("Gallery") and _____ with offices _____ ("the Contractor") (each a "Party" and collectively the "Parties").

WHEREAS Gallery has contractually engaged (contract reference No. _____) the Contractor (hereinafter the, "Contract", "Engagement" or "Purpose").

AND WHEREAS the Engagement may involve the disclosure by Gallery to the Contractor of confidential and proprietary information;

IN CONSIDERATION of the foregoing and of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree as follows:

1. Confidential Information

(a) "Confidential Information" means all information and materials provided by the Gallery to the Contractor during the Engagement and any information or materials which otherwise come into the Contractor's possession that are proprietary to the Gallery or confidential information of the Gallery. Confidential Information includes, but is not limited to: (i) the Project (ii) Work Statements, (iii) the Submittals, (iii) Drawings, (iv) Designs, (v) Plans, (vi) Paper and Electronic Files, (vii) Specifications, (viii) Deliverables, (ix) Reviews, (x) Estimates, (xi) Schedules, (xii) all Supporting Materials, and (xiii) every aspect of the Gallery's Data Network and Other Wiring Systems. Confidential Information also includes any other information provided by the Contractor to the Gallery, if that information becomes that property of the Gallery pursuant to the Contract, and information pertaining to the Gallery's computer systems, security measures and business affairs, and proprietary or trade secret information, in oral, graphic, written, electronic or machine readable form

(b) Confidential Information does not include that information defined as Confidential Information above which the receiving party can conclusively establish (i) is in the possession of the receiving party without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the receiving party to whom it was disclosed; (iii) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by or on behalf of the receiving party.

2. Restrictions

(a) The Contractor shall not at any time, other than in accordance with the terms of these Terms and Conditions, disclose the Confidential Information without prior written approval of Gallery, or use any such Confidential Information for any purpose other than the Purpose ("as required to carry out the Purpose"), unless specifically approved in writing by Gallery. However, the Contractor may disclose Confidential Information in accordance with a judicial or other governmental order, provided the Contractor shall give Gallery reasonable notice prior to such disclosure and shall assist Gallery in obtaining a protective order or the equivalent to prevent or minimize disclosure of the Confidential Information; and provided further that the disclosure permitted shall only be the extent required by the relevant order and then only in the context of the subject proceeding.

(b) The Contractor shall maintain the confidential nature of the Confidential Information by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure. The Contractor may disclose Confidential Information only to its employees and consultants who shall have a need-to-know such for the Purpose. The Contractor shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of these Terms and Conditions. The Contractor shall remain responsible for preventing any violation of these Terms and Conditions by a third party to whom Contractor

disclosed Confidential Information, whether or not such disclosure was permitted by these Conditions. The Contractor shall indemnify Gallery for any misuse or misappropriation of Confidential Information committed by Contractor's employees, consultants, or other third parties receiving such Confidential Information from Contractor. All use of the Confidential Information shall be for the Purpose only.

(c) The Contractor shall not record, make notes of, copy or reproduce the Confidential Information by any means without the written permission of the Gallery except as necessary to carry out the Purpose. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of the Gallery and shall be protected from unauthorized disclosure or access. The Contractor agrees to segregate all Confidential Information from the confidential materials of others in order to prevent commingling.

(d) The Contractor shall not reverse engineer, decompile or disassemble any software, which is Confidential Information.

3. Rights and Remedies

(a) The Contractor acknowledges and agrees that all Confidential Information and worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable, shall belong to and shall remain the sole and exclusive property of Gallery or its licensor(s). Nothing in these Terms and Conditions shall be construed as granting the Contractor any right, or interest, by license or otherwise, in the Confidential Information.

(b) The Contractor agrees to return all originals, copies, reproductions and summaries of Confidential Information at Gallery's request, or at the sole discretion of Gallery, certify destruction of the same.

(c) The Contractor agrees to notify Gallery immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or breach of these Terms and Conditions.

(d) The Contractor acknowledges that any breach of these Terms and Conditions by the Contractor would result in significant damage to Gallery, not completely compensable monetarily, and agrees that the Gallery shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of the breach or threatened breach of any of these Terms and Conditions. The Contractor shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

4. Publicity

The Contractor shall not refer to the Gallery or use the Gallery's name or seal for any reason whatsoever without the express prior written approval of the Gallery provided, however, that the Contractor shall have the right to use the name of the Gallery as it may be required by law.

5. Miscellaneous

(a) The Contractor acknowledges that the Confidential Information, is provided "as is" without representation or warranty of any kind and that the use of such Confidential Information is entirely at the Contractor's risk. The Contractor acknowledges that neither the Gallery nor its suppliers or affiliates shall be liable for any damages whatsoever relating to the Contractor's use of Confidential Information.

(b) If any of these Terms and Conditions shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

(c) These Terms and Conditions supersede any and all prior arrangements whether oral or written, with respect to the Confidential Information.

(d) These Terms and Conditions are personal, indivisible, and non-transferable and may not be assigned or transferred in whole or in part by either Party.



National Gallery of Art

Washington, DC

AUTHORIZATION for RELEASE of INFORMATION

(per Specifications Section 01 3553)

Carefully read this authorization to release information about you, then sign and date it in black ink.

I Authorize any investigator, special agent, or other duly accredited representative of the National Gallery of Art conducting my background investigation to obtain any information relating to my activities from employers and criminal justice agencies. This information may include, but is not limited to, my achievement, performance, attendance and disciplinary employment history, and my criminal history record information.

I Understand that, for some sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date.

I Authorize custodians of records and sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of the National Gallery of Art authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the National Gallery of Art only for the purposes provided herein and may be redisclosed by the National Gallery of Art only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for two (2) years from the date signed.

Full Name (Type or Print Legibly) (Print <u>COMPLETE</u> MIDDLE NAME below) Last First Middle		Signature (Sign in ink)	
Other Names Used		Date of Birth (mm/dd/yyyy)	Social Security Number
Current Address (Street, City)		State	ZIP Code
Driver's License Number	State License Issued By	Telephone Number (Include Area Code)	Date Signed

COMPLETE THIS FORM AND SUBMIT TO THE NATIONAL GALLERY OF ART's COTR.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS TO OFFERORS

K.1 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

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

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—

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(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

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the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

☐ 50 or fewer	☐ \$1 million or less
☐ 51–100	☐ \$1,000,001–\$2 million

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☐ 101–250	☐ \$2,000,001–\$3.5 million
☐ 251–500	☐ \$3,500,001–\$5 million
☐ 501–750	☐ \$5,000,001–\$10 million
☐ 751–1,000	☐ \$10,000,001–\$17 million
☐ Over 1,000	☐ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal

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office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

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

(2) *Affirmative Action Compliance.* The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do

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not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

**K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) those prices;

(ii) the intention to submit an offer;, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- **541511**.

(2) The small business size standard is **\$23,000,000.00** in average annual receipts.

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(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

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(1) Means a small business concern-- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

Women-owned small business concern, as used in this provision, means a small business concern--

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

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

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a),8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

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- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFEROR**

L.1 PROPOSAL SUBMISSION REQUIREMENTS

L.1.1 General Instructions

- a. The failure of the Offeror to follow all proposal submission instructions may be cause for the Gallery to disqualify the Offeror from consideration for this requirement.
- b. All expenses incurred relative to the preparation of proposals are the responsibility of the Offeror.
- c. All proposals must be concise and follow the specific format defined in this section. Information that does not directly address issues related to this project, such as marketing brochures, should not be included within the proposal.
- d. Firms that wish to submit a proposal in response to this RFP shall submit proposals to the Gallery via e-mail or standard mail (e.g., USPS, UPS, Fed Ex, or similar service). If submitting a hard copy proposal via standard mail, five (5) copies of the proposal must be sent by the Offeror to the Gallery. All submittals must be delivered to the Contract Administrator (CA):

David Reindl
National Gallery of Art
Office of Procurement and Contracts (APC)
2000B South Club Drive
Landover, MD 20785
Phone: (202) 842-6515
E-mail: d-reindl@nga.gov

- e. The Gallery will not accept proposals received after **May 14, 2008 at 5:00pm EST.**
- f. The proposal shall consist of two (2) sections: Technical and Price. All Pricing information must be kept separate from the Technical portion of the Proposal.

L.1.2 PHASE I – WRITTEN PROPOSAL

a. Technical Section Format and Instructions

The technical portion of the proposal shall be a maximum of 15 pages (excluding Past Performance Statements and Resumes of Key Personnel). The technical portion of the

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proposal must contain all information requested by the RFP, excluding pricing information. All proposed pricing and cost information should be placed in the “Pricing” section of the proposal.

The format of the technical portion of proposal shall be as follows:

Tab 1: Approach to Building a Creative Web Site

Present requirements analysis and design approaches.

Present approach to representing the collection and research in an engaging and dynamic fashion. Present approach to telling the story of the Vogels and the Vogels connections to the New York art world.

Tab 2: Proposed Content Management System

Present approach to designing / configuring the content management systems and approach to CMS selection, or if a specific CMS is being proposed, discuss pros and cons of the solution and why it is a good fit for the Vogel 50/50 Web site.

Tab 3: Contributors’ Interface

Present a technical and usability analysis of previous user interface designs for extranet participants or content contributors. The analysis should point out significant features that make the interfaces usable and identify requirements that will drive the design of this interface.

Tab 4: Proposed Project Schedule

The requested format for the proposed delivery schedule can be found in Section F.3.

Tab 5: Proposed Organization

This section shall provide an organization chart proposed for the project, indicating all Offeror’s staff proposed and any subcontractors or consultants proposed.

This section shall also state whether the proposed team has worked together on previous projects and, if so, provide references familiar with those projects.

Tab 6: Resumes of Key Personnel (1 page max per resume)

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Resumes shall be one page each (not included in the total page limit for proposals) and shall be provided for the proposed Project Manager, Technical Lead, and any other proposed key personnel. Resumes shall specifically identify work experience on similar projects, and any formal training, certifications, and skills related to the evaluation factors listed in Section M of this RFP.

Tab 7: Business Viability

The Offeror must demonstrate the experience and capability to undertake this project as specified herein. As part of the Offeror's demonstration of this experience and capability, Offeror must provide the Gallery with a brief business summary (about one page) on your company including the following information:

- Brief business overview/history
- Annual revenue for past 3 years
- Percent of revenue for past 3 years that is associated with work of the same or similar nature as that described in this RFP
- Number of full time employees for past 3 years
- Attrition rate for past 3 years

Tab 8: Work Experience (5 page limit)

i. Summary Statement

The Offeror must demonstrate sufficient experience with similar efforts in order to undertake the project as specified herein. Offeror should provide the Gallery with a summary of their experiences in the following areas:

- Stakeholder involvement
- Web site requirements analysis and information architecture
- Rich Web site design
- Web based content management systems
- Open standards / open source software
- End-to-end software development lifecycle, including operational support

ii. Specific Examples

The Offeror must include with its proposal three (3) detailed examples of Offeror's prior experience in providing similar services to those described in this RFP. The services must have been provided by the Offeror within

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the past five (5) years and must be similar to the work described in this RFP.

Especially desirable are examples of other Web sites designed and developed for museums or cultural institutions and examples of Content Management System implementations.

For each example, the Offeror must provide the Gallery with:

- Name of the company or government agency for whom the services were performed;
- Name and contact information of an individual at the company or agency who is familiar with Offeror's work;
- Description of the services provided and why Offeror considers them relevant to this RFP;
- Description of any obstacles encountered and how they were overcome;
- Time period for performing the service(s) (include the date of award/contract execution through completion, with an explanation if the contract was terminated for any reason prior to completion of all parties' obligations);
- Type of contract (Firm fixed price, fixed-price labor rates, time-and-materials, etc.);
- Amount of the contract (at time of award and upon completion, with explanation if not the same); and
- Name, title, and description of involvement of any personnel involved in the Offeror's past project that Offeror now proposes to use for this Gallery project.

Tab 9: Past Performance/References

The Offeror must include with its proposal three (3) References that can provide the Gallery with a relevant and accurate description and evaluation of Offeror's capabilities in providing similar services to those described in this RFP. The services provided for each Reference must have been provided by the Offeror within the past (5) five years and must be similar to the work described in this RFP. Offeror may use the same companies and projects submitted as "Work Experience" under Tab 8 for this Past Performance requirement.

For each Reference, the Offeror must provide the Gallery with:

- Name of the company or government agency for whom the services were performed;
- Name and contact information of an individual at the company or agency who is familiar with Offeror's work;

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- Description of the services provided;
- Time period for performing the service(s)
- Amount of the contract (at time of award and upon completion, with explanation if not the same).

It is Offeror's responsibility to provide the Gallery with accurate and current contact information for every Reference provided.

b. Pricing Section Format and Instructions

Pricing for all work, excluding maintenance services, shall be in the form of a Firm Fixed Price, inclusive of all related costs incurred by the Offeror during the performance of the Contract, regardless of whether such costs are expressly contemplated by the parties at the time of executing the Contract. Such costs include, but are not limited to the cost of goods, labor, travel expenses and shipping fees.

Pricing for maintenance services as described in this SOW shall be included in the Offeror's Proposal as an Hourly Rate. Also included in Offeror's Proposal must be an estimated number of hours Offeror reasonably expects to be needed by Gallery. The rate proposed by the Offeror may be proposed as a scaled rate, with increases in the rate, as required by the Offeror, for each of the subsequent four (4) one-year option periods of the Contract. If the Offeror expects to increase its prices for maintenance services at any time over the total five (5) years of the Contract, these price increases must be included in the Offeror's Proposal.

All proposed pricing/rates must remain valid for ninety (90) days after the proposal deadline.

Offeror shall use the pricing table provided in Section B, or may submit a similar table containing Offeror's proposed price breakdown over the life of the contract. However, Offeror may not deviate its price breakdown from the required elements of a firm-fixed price for all services other than maintenance and support, which shall be on a time and materials basis throughout the base and four (4) option periods.

L.1.3 PHASE II – ORAL PRESENTATION

After evaluation of all complete written proposals, properly submitted, by qualified vendors, the Gallery will reach a consensus on which proposals are the highest rated of those submitted. This decision will be based upon an assessment of the best value for the Gallery and will be made according to the evaluation factors listed in Section M of this RFP. The Offerors submitting the highest rated proposals will be considered to be within the Competitive Range (The total number of Offerors included in the competitive range will be

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determined after evaluation of proposals, and at the Gallery's discretion). **Offerors determined to be in the Competitive Range will be invited to give oral presentations at the Gallery** at a date and time to be determined by the Gallery.

Each presentation shall be limited to two (2) hours and consist of three (3) parts:

Business Overview: Offerors shall give a presentation describing their company or companies, including their experience in Web site design and maintenance services, and business commitment to the industry and to the Gallery project. This part shall be limited to 15 minutes.

Technical Briefing: Offerors shall present their approach to development and maintenance of the Web site, both the Mini-Site and the fully deployed site. This part shall be limited to 60 minutes.

Oral Questions: Offerors shall respond to oral questions from the Gallery. Some of these questions may be released in advance, in which case all Offerors shall respond to the same questions, while others will be presented ad hoc at the Offeror's oral presentation. This part shall be limited to 45 minutes.

The final contract award will be made after oral presentations and further evaluation, using the same evaluation factors contained in Section M of this RFP.

L.2 SMALL BUSINESS SET-ASIDE

It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. As such, this RFP shall be considered a Small Business Set-Aside as defined in FAR 52.219-6; however, due to the unique nature of the products and services requested in this RFP, the Gallery will entertain proposals from any Offeror, including those failing to qualify as small business concerns, but preference shall be given to small business concerns submitting proposals in response to this RFP. Offers received from concerns that are not small businesses, but which satisfy the requirements of this RFP in all other respects, will be considered responsive.

L.3 CONFIDENTIALITY

All proposals submitted become the property of the National Gallery of Art (the "Gallery" or "NGA") The Gallery will make all reasonable efforts to maintain proposals in confidence and will release proposals only to personnel involved with the evaluation of the project. If a Offeror fails to respond to any portion of the RFP, the Gallery may interpret this as the Offeror's inability to meet specific requirements.

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L.4 AMENDMENTS TO THE RFP

If this RFP is amended by the Gallery, the amendment will be sent to each Offeror in writing or by e-mail. Offerors are required to acknowledge receipt of each amendment in writing to the CA listed in the RFP.

L.5 EXCEPTIONS TO THE RFP

The Gallery requires each Offeror to provide a list of exceptions taken to this RFP. Any exceptions taken must be identified and explained in writing. An exception is defined as the Offeror's inability to meet a mandatory requirement in the manner specified in the RFP. If the Offeror provides an alternative solution when taking an exception to a requirement, the benefits of this alternative solution must be explained.

L.6 VENDOR COMMUNICATIONS DURING THE RFP PROCESS

From the RFP issue date and thereafter, communications between vendors and the Gallery must be in writing by e-mail or by FAX. All questions concerning the RFP must be made in writing and must reference the RFP page number and section number in question. Questions should be concisely stated and be numbered in sequential order. Answers will be returned in writing by the Gallery as quickly as possible.

All inquiries should be sent to the CA:

David Reindl
National Gallery of Art
Office of Procurement and Contracts
2000B South Club Drive
Landover, MD 20785
Phone: (202) 842-6515
FAX: (202) 312-2792
E-mail: d-reindl@nga.gov

L.7 GALLERY-CONTRACTOR RELATIONSHIP

The Gallery intends to enter into a contract with the Offeror that it is determined will provide the best value to the Gallery, as determined by the Gallery following evaluation of the fully responsive proposals. The Offeror selected by the Gallery shall be considered a "Contractor" and shall be responsible for performing all of the services and providing all of the goods specified in the Contract, including but not limited to the duties specified in the Offeror's Proposal, Statement of Work, and RFP. The Contractor is not permitted to subcontract any portion of the contracted services without the explicit written consent of the Gallery.

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L.8 IRREGULARITIES

The Gallery reserves the right to waive any irregularities, to reject any or all proposals, and to select the proposal that, in the sole opinion of the Gallery, best serves the Gallery's interests. The Gallery also reserves the right to negotiate with potential Offerors so that the Gallery's best interests are served. Proposals shall be evaluated on the assumption that the proposed rates are the Offeror's most favorable.

L.9 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.212-1	Instructions to Offerors – Commercial Items	NOV 2007

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SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION PROCEDURES

The Gallery intends to enter into a contract with an Offeror for the term of one (1) base year from the date of execution and one or more of a possible four (4) option years to be exercised pursuant to FAR 52.217-9 below. In order to make an award, the Gallery will review information submitted by the Offerors.

- a. The Gallery reserves the right to choose a Contractor according to, but not limited to, the Evaluation Criteria set forth in the RFP. The Gallery also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of the RFP. The successful Offeror will be notified of the Gallery's intended award.
- b. The Offeror chosen for award should be prepared to have the winning proposal incorporated, along with all other correspondence concerning this agreement, into a contract and/or purchase order for services. Any false or misleading statements found in the proposal shall be grounds for disqualification.
- c. Unsuccessful Offerors will be notified in writing by the CO.
- d. By requesting the information cited in this RFP and citing the Evaluation Factors provided below, the Gallery is in no way limited from using other relevant sources of information which bear upon the "Best Value" to the Gallery to assess Offeror's Proposal.
- e. The Gallery will evaluate the Technical Proposals and Past Performance to establish the Competitive Range. Offerors considered to be in the Competitive Range will be invited to the Gallery to give an Oral Presentation.
- f. The Gallery's budget for this project, in its entirety, including the base year and four option years, is not to exceed **\$100,000**. The Gallery intends to make an award to the Offeror that can provide the Gallery with the Best Value within this stated budget. Submission of a proposal in excess of this amount may result in the disqualification of the Offeror from consideration for this requirement

M.2 EVALUATION FACTORS

The Gallery intends to award a contract which offer the overall best value of services offered for costs paid. Therefore, in the assessment of offerings, technical factors will be of the most importance but cost and cost realism will also be an important factor. The following four (4) Technical Factors will be weighted approximately equally in the Gallery's evaluation of proposals: (1) Technical Understanding and Approach to Satisfying the Requirements, (2) Management Approach, (3) Business Viability, and (4) Past Performance & Work Experience.

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A. Detailed Technical Factors

1. Technical Understanding and Creative Approach to Satisfying the Requirements
 - a. Overall creativity of the proposal
 - b. Approaches to developing information architecture and site design
 - c. Approaches to content management system and other technical components
 - d. Adherence to open standards or justification to use commercial software
2. Management Approach
 - a. Schedule realism
 - b. Proposed staffing plan
 - c. Qualifications of team and its key personnel
 - d. Approach to stakeholder involvement and requirements capture
 - e. System lifecycle methodologies
3. Business Viability
 - a. Evaluation of documentation provided by Offeror according to Section L.1.2(a) Tab 7 and during oral presentation.
4. Work Experience and Past Performance
 - a. Work Experience
 - i. Experience working with multiple stakeholders
 - ii. Experience building rich, dynamic, standards-compliant Web sites for the art, museum, or other relevant communities
 - iii. Experience with Web content management systems
 - iv. Experience with open source and / or open standards software
 - b. Past Performance
 - i. Offeror's past performance on similar projects, as evaluated and communicated to the Gallery by three (3) References submitted by Offeror

These factors will be utilized by the Gallery for evaluation of written proposals, as well as for evaluation of oral presentations of those Offerors within the competitive range that are invited to the Gallery to give oral presentations.

B. Pricing/Cost

1. Total Cost - **\$100,000** is the maximum amount of funding available over the life of this project. Any proposals exceeding this budget, inclusive of all costs incurred over the base period and all option periods, may be deemed non-compliant with this RFP and Offeror may be disqualified from receiving an award of the contract.
2. Cost Realism – Offeror's proposed breakdown of prices over the life of the contract, including all option periods, will be evaluated for feasibility and

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reasonableness. Offeror shall be responsible for demonstrating that its proposed plan can be accomplished within budget and according to Offeror's proposed breakdown of costs.

To ensure your proposal contains all the information and content required for a positive evaluation pursuant to these evaluation factors, refer to Section L.1 of this RFP, Proposal Submission Requirements.