

REQUEST FOR PROPOSALS (THIS IS NOT AN ORDER)			PAGE 1 OF 30	
1. REQUEST NO. RFP 12-16	2. DATE ISSUED 8/8/12	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 >	RATING
5A. ISSUED BY NATIONAL ENDOWMENT FOR THE ARTS, 1100 PENNSYLVANIA AVE., GRANTS & CONTRACTS, ROOM 618, WASHINGTON, DC 20506			6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) USMAAN Z. CHAUDHRY (202) 682-5494			7. DELIVERY FOB DESTINATION OTHER (See Schedule)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE PROSPECTIVE OFFERORS			9. DESTINATION (Consignee and address, including ZIP Code)	
10. PLEASE FURNISH PROPOSALS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) Please Furnish Proposals before or by 5:00PM ON TUESDAY, SEPTEMBER 4, 2012				
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Proposals must be completed by the quote.				

12. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Proposals are requested for the conversion of the National Endowment of the Arts' website to a Drupal 7 Content Management System for a live site to be up and running no later than 30 September 2013 in accordance with the attached statement of work. Please submit QUESTIONS to Usmaan Z. Chaudhry via email at CONTRACTS@ARTS.GOV by 5:00 pm (EST) on 20 August 2012. Proposals that are faxed will not be accepted. Proposals must be received by the closing date and time stated above via email to CONTRACTS@ARTS.GOV.	1	Lot	\$	\$
13. DISCOUNT FOR PROMPT PAYMENT	>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. NAME AND ADDRESS OF QUOTER (Street, city, county, State, and ZIP Code)	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL	16. DATE OF PROPOSAL
	17. NAME AND TITLE OF SIGNER (Type or print)	18. TELEPHONE NO. (Include area code)

Date: 8 August 2012

Reference: Provide and assist the National Endowment for the Arts (NEA) with conversion of website to a Drupal 7 Content Management System

Subject: Request for Proposal (RFP)
Solicitation Number RFP 12-16

Dear Prospective Offeror:

The National Endowment for the Arts (NEA) invites contractors to submit proposals for the services described in the attached statements of work, under the authority of Part 12 of the Federal Acquisition Regulation.

Enclosed you will find a Statement of Work/solicitation that requests proposals to convert the National Endowment of the Arts' website to a Drupal 7 Content Management System. **QUESTIONS** concerning this proposal shall be submitted only via email to Usmaan Z. Chaudhry at CONTRACTS@ARTS.GOV by **5:00 pm EST on 20 August, 2012**. Please **SUBMIT** your **PROPOSALS** electronically to the above email no later than **at 5:00 p.m. EST 4 September 2012**. **Proposals that are faxed will not be accepted.** This RFP in no way obligates the U.S. Government to award a contract, nor does it commit the U.S. Government to pay any cost incurred in preparing and submitting your proposal.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation; will be most advantageous to the Government. Price and other factors will be considered. In order to select the winning offeror, NEA will rank offerors from best to worst. In addition to the narrative assessments prepared by the Evaluation Team for each evaluation factor, a point scoring system will be used to rank all technical and price proposals. The point scoring system uses a rating scale of 100%. However, NEA will not select an offeror for award on the basis of a superior capability without consideration of the amount of its price. In order to select the winning proposal, NEA will rank each offeror by making a series of paired comparisons between them, trading off the marginal differences in capability with the marginal difference in price.

The actual period of performance will be determined at the time of award and shall extend through one calendar year.

Sincerely,

Usmaan Z. Chaudhry
Contracting Officer
Grants & Contracts Office

Enclosures:

Section B, Supplies/Service and Prices
Section C, Description/Specifications/Statement of Work
Section D, Preservation, Packaging and Marking
Section E, Inspection and Acceptance
Section F, Deliveries or Performance
Section G, Contract Administration Data
Section H, Special Contract Requirements
Section I, Contract Clauses
Section J, List of Attachments
Section K, Representations, Certifications and Other Statements of Offerors
Section L, Instructions, Conditions and Notices to Offerors
Section M, Evaluation Factors for Award

REQUEST FOR PROPOSAL (RFP) 12-16 CONTINUATION OF STANDARD FORM 18

SECTION B SUPPLIES/SERVICES AND PRICES

B.1 General

On behalf of the National Endowment for the Arts, Office of Public Affairs, the contractor shall assist the agency in implementing the conversion of the Agency website to a Drupal 7 Content Management System.

B.2 Contract Term

The contract term is from date of award through one year.

B.3 Pricing

(a) All unit prices are firm fixed rates.

Period of Performance: Date of Award through

<u>ITEM No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	To assist the agency in implementing the conversion of the NEA website to a Drupal 7 Content Management System	1	Lot		
	FIRM FIXED PRICE GRAND TOTAL:				NTE \$

Provide a cost breakdown
Grand Total for Project

NTE \$

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL BACKGROUND

The National Endowment for the Arts (NEA) was established by Congress in 1965 as an independent agency of the federal government. To date, the NEA has awarded more than \$4 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The NEA extends its work through partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector.

The website is the agency's primary portal for grant application and post-award materials, staff information, news releases, grant award listings, feature content (including a quarterly arts magazine, articles, podcasts, webcasts/podcast/webinar archives, and multimedia), profiles of our lifetime honorees,

publications, research materials, funding and professional development resources, and donation opportunities. There are two ongoing blogs – Art Works, the agency’s official blog, and the Big Read Blog, which focuses on our national reading initiative. A third blog, Blue Star Museums Blog, is active in the summer when the program it highlights is active.

Our audiences include grant applicants, arts organizations and artists, national and international press, Congress, educators and students, arts policymakers, state and local government leaders, other federal agencies, researchers, and the general public.

C.2 SCOPE OF WORK

The NEA is seeking to move our current hybrid website (roughly half the pages are served dynamically using php/mysql, the rest are static html) of 10,000+ pages to a Drupal 7 content management system platform that will be in compliance with Section 508 of the Rehabilitation Act ("Section 508").

As part of a significant redesign of the website, including updating the visual design and revamping the information architecture (IA), we have completed an initial wireframe process to outline a new site structure as well as homepage and secondary and tertiary page structure. We are now seeking a vendor to assist us in completing the design and IA process, develop the Drupal 7 site meeting Section 508 accessibility requirements, migrate existing materials onto the new platform, and deploy the new website on a server determined by the NEA.

The last significant redesign took place in 2003. While there have been changes and improvements to the site’s look and feel, the information architecture has remained essentially the same, with additional sections added and existing sections expanded.

Traffic is robust, with a significant percentage going to our funding guidelines/application materials and post-award forms/documents. Other areas of the site receive a smaller proportion of the traffic. Below are recent statistics on use for November 1, 2011 through July 25, 2012, using Google Analytics:

Visits: 1,239,811

Unique Visitors: 869,232

Pages / Visit: 2.80

Page Views: 3,474,356*

*By section: 11% to the homepage, 44% to Grants section, 2.5% to News Room, 6% to About Us (less than 1% to NEA ARTS), 3% to Lifetime Honors, 15.7% to National Initiatives, less than 1% to Podcasts/webcasts/webinars, 1% to Publications, 2% to Research, less than 1% to NEA Partners, 1.2% to Resources, .23% to Recovery, 1.3% to Features, .5% to Search/Sitemap, .11% to Open Government

Browser use:

Internet Explorer: 33.71%

Firefox: 25.57%

Safari: 20.73%

Chrome: 15.91%

Operating System

Windows: 62.84%

MAC: 28.14%

iPhone: 1.94 %

Android: 1.71 %

(mobile visits, while still a small component of traffic, have been increasing)

Most of our audio and video can also be found on the NEA YouTube channel and NEA iTunes U Beyond Campus site. Our Twitter feed (@NEAarts) and Facebook Page (facebook.com/nationalendowmentforthearts) have significant numbers of followers. Videos on YouTube receive significantly more traffic than on the website; we are still building an audience for audio and video in iTunes U.

C.3 DETAILED SPECIFICATIONS

The desired results of the project are as follows: The move of the site onto Drupal 7 will better integrate the site's components, implement "responsive design" to make the site accessible in both desktop and mobile platforms, improve the tie-in between the site and our social media platforms, make more accessible fresh content like the blogs and magazine, streamline RSS and e-notification, simplify maintenance and management of site, meet 508 accessibility standards, and prepare for continued expansion of the site.

C.3.1. Specific Functional Requirements

The contractor, working in coordination with NEA staff, will:

- * Develop a project plan
- * Refine graphic design & IA wireframe developed by NEA staff based on audience/user analysis
- * Implement workflow and approval steps after consultation with NEA staff
- * Provide content type analysis and development
- * Develop and implement taxonomy/tagging for all content
- * Implement dynamic lists throughout site where applicable
- * Implement theming
- * Implement responsive design for use of the site by both desktop and mobile platforms
- * Recommend and implement appropriate modules for text, audio, video, photos
- * Recommend and implement search functionality throughout site
- * Develop the site to meet Section 508 accessibility requirements
- * Implement cues to our social media

- * Integrate sign-up & notification capabilities
- * Migrate identified content from existing site (both database and static html – approximately 10,000 pages)
- * Conduct usability testing for entire site
- * Conduct quality assurance for entire site
- * Deploy site
- * Provide training for NEA web staff sufficient to allow capability to manage deployed website

On-Site Meeting

Contractor will meet with NEA web staff for initial meeting to discuss schedule and duties and responsibilities of each party. Contractor will meet with NEA web staff as often as necessary to complete the conversion to Drupal and stay on the established schedule.

C.3.2. General Requirements

Schedule: Contractor must provide a detailed schedule for migrating the website to a Drupal 7 platform with milestones noting when certain tasks will be completed.

Training: Contractor must ensure that NEA web staff are properly trained in Drupal 7 so that they can contribute to the migration and manage the deployed website, and that materials are provided to help staff understand and use the new system.

C.4 SECTION 508 PROGRAM NEEDS

Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for the following program need: "Intranet or Internet Services."

SECTION D PRESERVATION, PACKAGING AND MARKING

Not Applicable.

SECTION E INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far/>

(End of clause)

E.2 52.246-4 Inspection of Services—Fixed-Price (AUG 1996)

E.3 Inspection and Acceptance

FAR Clause 52.246-4 Inspection of Services – Fixed Price, will govern inspection and acceptance of all services performed by the Contractor. The Contractor is responsible for carrying out its obligations under this contract by controlling the quality of all services rendered and ensuring performance of all contract requirements.

Section 508 Acceptance Criteria

Supplies or services delivered as a result of this solicitation will be accepted based in part on the NEA's satisfaction of identified Section 508 requirements for accessibility.

If the deliverable includes features and functions in addition to those identified as requirements, these features and functions also need to conform to relevant Section 508 technical provisions, functional performance criteria, and information, documentation and support.

E.4 Section 508 Acceptance Criteria

Internet/Intranet Service outputs/deliverables as a result of this solicitation will be accepted based in part on satisfaction of identified Section 508 requirements for accessibility. Internet/Intranet Service outputs/deliverables must include a completed GPAT, a sample of which is included as a part of this solicitation.

Internet/Intranet Service outputs/deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies.

SECTION F DELIVERIES OR PERFORMANCE

F.1 Timeline for Performing Contract Requirements

Delivery Schedule:

In carrying out this project, the Contractor will be expected to complete the migration of all NEA website content to a Drupal 7 platform, and the site should be ready to go live on a server determined by the NEA by no later than **September 30, 2013**.

F.2 Term of Contract

All **work** is **expected** to be **completed based on the timeline for performing contract requirements**.

F.3 Notice to the Government of Delays

Required services shall begin at time of award in accordance with the Statement of Work. The Contractor is responsible for carrying out its obligations under this contract by controlling the quality of all services rendered and ensuring performance of all contract requirements. To this end, the Contractor shall establish, maintain, and manage quality control throughout the life of this contract. In the event the Contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the NEA Project Director, in writing, giving pertinent details. However, this notification shall be informational only in character and shall not be misconstrued as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.4 Deliverables

The contractor shall provide training to NEA staff on Drupal 7, manage and implement the transfer of the NEA website to a Drupal 7 content management system, and ensure the website is ready to go live on the new platform according to the delivery schedule. Acceptance of all written documents pertaining to the training, maintenance, and implementation will be based upon the NEA Project Director's review and approval.

F.4.1 Section 508 Deliverable Requirements

The activity to be performed relates to or requires the use of EIT. Section 508 must be considered as a requirement for Internet/Intranet Services outputs/deliverables to assure that it considers specific Section 508 accessibility requirements. Technical standards from 36 CFR part 1194 Subpart B have been determined to apply to this acquisition. Solicitation respondents must describe how their background and experience will enable them to at least meet those technical provisions identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Functional performance criteria from 36 CFR part 1194 Subpart C have been determined to apply to this acquisition. Solicitation respondents must describe how their background and experience will enable them to at least meet those functional performance criteria identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Information, documentation, and support requirements from 36 CFR part 1194 Subpart D have been determined to apply to this acquisition. Solicitation respondents must describe how the information, documentation, and support proposed for Internet/Intranet Service outputs/deliverables will meet at least those information, documentation, and support requirements identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

SECTION G CONTRACT ADMINISTRATION DATA

G.1 NEA Project Director

G.1.1 Upon award, an NEA Project Director will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he shall not be authorized to change any terms and conditions of the resultant contract, including price.

G.1.2 The NEA Project Director is authorized to inspect, accept, and certify services for payment with a statement “approved for payment,” signature and date in accordance with enclosed payment terms. If the invoices should be rejected or denied, the Project Director must immediately contact the Contracting Officer and return the invoice with the rationale to reject or deny payment in accordance with the performance associated with the invoice for further processing.

G.1.3 The **NEA Project Director** for this contract is:
To be determined at the date of award
National Endowment for the Arts
1100 Pennsylvania Ave., NW, Suite
Washington, DC 20506
(202) 682-

G.1.4 The **Contracting Officer** for this contract is:
Latonca M. Harris
National Endowment for the Arts
1100 Pennsylvania Ave., NW, Suite 618
Washington, DC 20506
(202) 682-5476

Written communications shall make reference to the award contract number and shall be mailed to the above address.

G.2 Invoice Requirements

G.2.1 Payment for actual work and services rendered under this contract will be made by the National Endowment for the Arts via Electronic Funds Transfer (EFT) and in accordance with the contract clause 52.212-4 Contract Terms and Conditions--Commercial Items (FEB 2007), and 52.232-34 Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999), upon submission of commercial invoices to the Endowment Finance Office, Room 624.

G.2.2 The office that will make the payments due under this contract (i.e., the designated payment office) is shown below.

National Endowment for the Arts
Finance Office, Suite 624
1100 Pennsylvania Ave., NW
Washington, DC 20506

To constitute a proper invoice, the following information and/or attached documentation shall be included with the invoice.

- (1) Name and address of the Contractor
- (2) Invoice date.
- (3) **Contract number.**
- (4) Period covered by the invoice.
- (5) Number and description, quantity, unit price and extended total for the period covered applicable to Section B, Supplies/Services and Prices.
- (6) Cumulative amounts billed by to date.
- (7) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (8) Taxpayer Identification Number.
- (9) Data Universal Numbering System (DUNS) Number.

Please note:

The successful contractor is required to be registered in Central Contractor Registration:
<https://www.uscontractorregistration.com/>.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is a Firm Fixed Price Commercial Item Contract.

H.2 Special Contract Requirements

Private Use of Contract Information and Data

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished by the Contractor in the performance of this contract, shall be used by the Contractor only in connection with the work under this contract. The contractor must obtain permission through a written request to the Contracting Officer and approval from the NEA's General Counsel Office prior to releasing any data for use outside of the performance of this NEA contract.

In accordance with the Federal Acquisition Regulation (**FAR**) 52.227-14(b) **Rights in Data-General**, the Contractor shall guarantee strict confidentiality of the information and data that is provided by the Government during the performance of the contract. The Government has determined that some of the information and data that the Contractor will be providing during the performance of the contract is of a sensitive nature and cannot be disclosed in any manner.

Section 508 Product Requirements

Technical standards from 36 CFR part 1194 Subpart B have been determined to apply to this contract. Solicitation respondents must describe how they will meet at least those technical provisions identified as applicable in the attached Government Product/Service Accessibility Template (GPAT). Functional performance criteria from 36 CFR part 1194 Subpart C have been determined to apply to this contract. Solicitation respondents must describe how they will meet at least those functional performance criteria identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

H.3 Prohibition against Soliciting and Performing Personal Services

- A. The performance of personal services under this contract is strictly prohibited.
- B. Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this contract?
- C. The government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services in nature that is no employer-employee relationships

exist or will exist under -the contract between the government and the contractor or between the Government and the contractor's employees.

D. Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
2. Be placed in a Federal staff or policy making position.
3. Be placed in a position of supervision, direction, or evaluation over NEA personnel, or personnel of other contractors, or become a part of a government organization.

E. Employee Relationship

1. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the government.
2. Rules, regulations, direction, and requirements which are issued by NEA management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.
3. The Contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

H.4 Facility Access

A. Rights of Egress and Ingress

During the life of this contract, the rights of ingress to and egress from the National Endowment for the Arts facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the National Endowment for the Arts facility.

B. Building Access Passes

When any Contractor personnel enter a NEA building for the first time, the Contractor must notify the NEA Project Director in advance and provide the full name and purpose of visit in order to obtain approval for escorted access.

**SECTION I
CONTRACT CLAUSES**

I.1 52.252-2 Clauses Incorporated By Reference, (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: <http://www.acquisition.gov/far/>.

I.2 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

I.3 Subpart FAR 9.505-4, Obtaining Access to Proprietary Information

(a) When a contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information-

- (1) Furnished voluntarily without limitations on its use; or
- (2) Available to the Government or contractor from other sources without restriction.

(b) A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

(c) Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage

I.4 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 30 days.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.212-4 Contract Terms and Conditions--Commercial Items. (FEB 2012)

52.227-14 Rights in Data-General. (DEC 2007)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (MAY 2012)

(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:

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 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 (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

SECTION J LIST OF ATTACHMENTS

1. The IA wireframes developed by NEA staff can be found here: <http://arts.hotgloo.com/wf/ec550cba> Click on Design in the ARTISTIC FIELDS box to go to the Design wireframe for an example of the Artistic Fields pages. To get back to the Homepage wireframe click on the Home tab in the navigation menu.
2. Attached as a separate Excel file (**NEA_Contentinventory.xlsx**) is the content inventory of the site that was created for the website assessment in October 2011 (this is to provide context for the amount and types of content on the website, but does not include content added since October 2011 and should not be used as a final planning document).

3. Attached as a PDF is the "GPAT" - Buy Accessible Government Product / Service Accessibility Template (GPAT). In order to qualify for this solicitation you must complete and submit this attachment.

SECTION K

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

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

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“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.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

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

(1) Means a small business concern—

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

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

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

“Small business concern” 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.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

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

(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 o is, o 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 o is, o 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 o is, o is not a service-disabled veteran-owned small business concern.

(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 o is, o 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 o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(10) [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 o is, o 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 CCR Dynamic Small Business Search database maintained by the Small Business Administration, 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 o has, o 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)(10)(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: _____.]

(11) *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 o is, o 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

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

(i) It o has developed and has on file, o 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 o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

(f) *Buy American 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 for other than COTS items, 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 not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “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
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_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No. Country of Origin

_____	_____
-------	-------

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

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

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

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

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

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

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was

used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

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

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

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

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

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

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

(End of provision)

Alternate I (Apr 2011). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

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

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

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

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

Alternate II (Jan 2012). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUNE 2008)

(a) North American Industry Classification System (NAICS) code is **541511**.

(b) **The proposal should be no more than 20 pages, single spaced, in 12-point font and submissions shall include at a minimum:**

- **Overview of the Contractor’s Understanding of Project and Proposed Technical Approach (not to exceed ten pages)**

Develop the following:

- Description of the proposed approach to completing the move of the NEA website to a Drupal 7 content management system, including the tasks listed in C.3.1 and any tasks not mentioned in the RFP that the contractor feels necessary for the successful conversion of the website to Drupal 7.
- Security provisions for the new system.
- Compliance with Sections 504 and 508 of the Rehabilitation Act of 1973.
- Implementation challenges and/or any new features or special customizations (e.g., design enhancements) that may be needed or offered for NEA’s purposes.

- **Work Plan and Personnel (not to exceed ten pages)**

Expand upon the following:

- A detailed schedule/work plan for completing the conversion of the website, with specific milestones noting when tasks are to be completed.
 - Details of the type of project management software or system that contractor will use for management of project.
 - Names and qualifications of key project personnel, including the lead project manager(s). Also include information about any support personnel or outside consultants/advisors who may be significantly involved.
- **Proposed Pricing Data (Section B)**
Submit a pricing proposal using the format presented in Section B. In addition, provide a breakdown of project costs by tasks listed in C.3.1.
- **Past performance**
 - Description of similar efforts recently performed, including hyperlinks of recent work in Drupal.
 - **At least three (3) references**, including name and telephone number of point of contact for similar efforts recently and successfully performed by the Contractor.

The offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct clarifications, if later determined to be necessary. Offerors may be given an opportunity to clarify certain aspects of their proposals.

A completed copy of the Representations and Certifications (Section K).

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

(d) **Product samples.** Please provide **hyperlinks** of recent work in Drupal in your package.

- A link or other access to a test or live system for evaluation purposes.

(e) NA

(f) NA

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

(h) NA

(i) NA

(j) Data Universal Numbering System (DUNS) Number. The offeror shall enter, in the block on the cover page of its offer.

(k) Central Contractor Registration. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Offerors may obtain information on registration and annual confirmation requirements via the internet at <https://www.uscontractorregistration.com>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the government will do so in accordance with this provision.

(End of provision)

SECTION M EVALUATION FACTORS FOR AWARD

Responses to this solicitation will only be considered for award after it has been determined that the proposal adequately addresses the requirements for Section 508. Only proposals that contain adequate information to document their responsiveness to the Section 508 requirements (i.e. a completed GPAT or VPAT or equivalent) will be eligible for any additional merit consideration.

If the deliverable proposed in response to this solicitation includes features and functions in addition to those identified as requirements, these features and functions also need to conform to relevant Section 508 technical provisions, functional performance criteria, and information, documentation and support. The accessibility of these additional features and functions should be described in the completed GPAT, VPAT or equivalent supporting information.

FAR 52.212-2 Evaluation--Commercial Items (Jan 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, taking into account price and other factors. For each evaluation factor, a point scoring system will be used to rank all proposals, using a rating scale of 100%. The evaluation will include **five** major areas: **Technical Evaluation Criteria (40%)**, **Work Plan Evaluation Criteria (40%)**, **Price (10%)**, **Past Performance Evaluation Criteria (5%)** and **Section 508 (5%)**. In order to select the winning offeror, NEA will rank offerors from best to worst by making paired comparisons, trading off the marginal differences in capability and price. If one offeror has both the better capability and the lower price, then that offeror will be the better value. If one offeror has the better capability and the higher price, then the technical evaluation panel will decide whether the marginal difference in capability is worth the marginal difference in price. If the technical evaluation panel considers the better capability to be worth the higher price, then the more capable, higher-priced offeror will be the better value. If not, then the less capable, lower-priced offeror will be the better value. If more than two proposals are received, the technical evaluation panel will continue to make paired comparisons until s/he decides which offeror represents the best value.

- (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award, mailed or otherwise furnished to the successful offeror, shall result in a binding contract without further action by either party.

1.1 Technical Evaluation Criteria – 40%

- Degree to which the proposal demonstrates an understanding of the technical aims of the project and NEA's needs.
- Degree to which the proposal demonstrates the knowledge, experience, and ability to provide the desired technological solution and services required for this project.

1.2 Work Plan Evaluation Criteria – 40%

- Work plan and schedule demonstrate an acceptable progression of activity to ensure completion of the conversion by the deadline and include management controls and project management software or system as designed to ensure appropriate coordination and timely completion.
- Personnel, particularly the qualifications and experience of the lead project manager(s). The qualifications of other project staff, such as outside consultants or advisors, and the availability of other supporting services and staff will also be considered.

1.3 Price – 10%

- The cost proposal should make a fair and reasonable cost assessment.

1.4 Past Performance Evaluation Criteria – 5%

- Degree to which past performance demonstrates the quality of services and support as well as the satisfaction of previous clients.

1.5 Section 508 - 5%

Responses to this solicitation will only be considered for award after it has been determined that the proposal adequately addresses the requirements for Section 508. Only proposals which contain adequate information to document their responsiveness to the Section 508 requirements (e.g. accessibility capabilities and past performance) will be eligible for any additional merit consideration.