

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		PLEASE EXPEDITE!		PAGE 1	OF 	PAGES 17
1. REQUEST NO. RFQ 17-04	2. DATE ISSUED 12/23/16	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 (NEA) GRANTS & CONTRACTS, 400 7TH STREET, SW, 3RD FL WASHINGTON, DC 20506			6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) LATONCA HARRIS (202) 682-5476			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 QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) Please furnish proposals <u>no later than</u> 6:00PM (EST) on January 10, 2017						

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 quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

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

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ©	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>Proposals are requested from Contractors on GSA Schedule, IT Schedule 70 to acquire audio conferencing, video conferencing and web conferencing services that are required to support a full range of National Endowment for the Arts (NEA) mission activities for the Office of Administrative Services, in accordance with the timeline for performing contract (services must be in place and fully operational on February 1, 2017), the attached Statement of Work, and a firm fixed price.</p> <p>Please refer any <u>QUESTIONS</u> concerning this request to Latonca Harris via email at <u>HARRISL@ARTS.GOV</u> by 6:00 pm (EST) on January 2, 2017.</p> <p>Proposals must include your GSA, DUNS & TIN numbers and be received by the closing date and time stated above via email to <u>HARRISL@ARTS.GOV</u></p>			SEE PRICING SCHEDULE ON PAGE 3	SEE PRICING SCHEDULE ON PAGE 3
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)

Enclosures:

Part I – The Schedule

Section B, Supplies/Service and Prices
Section C, Description/Specifications/Statement of Work
Section D, Preservation, Packaging and Marking - *Not Applicable*
Section E, Inspection and Acceptance
Section F, Deliveries or Performance
Section G, Contract Administration Data
Section H, Special Contract Requirements

Part II – Contract Clauses

Section I, Contract Clauses

Part III – List of Documents, Exhibits, and Other Attachments

Section J, List of Attachments

Part IV – Representations and Instructions

Section K, Representations, Certifications and Other Statements of Offerors
Section L, Instructions, Conditions and Notices to Offerors
Section M, Evaluation Factors for Award

**SECTION B
SUPPLIES/SERVICES AND PRICES**

B.1 General

The contractor shall provide audio conferencing, video conferencing and web conferencing services that are required to support the full range of National Endowment for the Arts (NEA) mission activities for the Office of Administrative Services for each calendar year located in Washington, DC.

*Services must be in place and fully operational on.

B.2 Contract Term

The contract term includes a base year and four option years as shown in the table below.

Year One	Date of Award through 1 year
Year Two	through
Year Three	through
Year Four	through
Year Five	through

B.3 Pricing

- (a) Please provide your **GSA best value Price List from your GSA Schedule contract** and contractors' "most favored customer" pricing/discounts.
- (b) All unit prices are firm fixed unit prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, travel, related costs and profit) necessary to provide Audio, Video, Web Conferencing Services required in the solicitation.
- (c) The following pricing tables and CLINs are organized by contract year. The first digit of each CLIN is linked to the contract year as follows: "1" for year one, "2" for year two, "3" for year three, etc.

Year One - Period of Performance: Date of Award through 1 year

Year Two - Period of Performance:

Year Three - Period of Performance:

Year Four - Period of Performance:

Year Five - Period of Performance:

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Statement of Work

The scope of this delivery order is to acquire audio conferencing, videoconferencing and web conferencing services that are required to support the full range of National Endowment for the Arts (NEA) mission activities. Services must be in place and fully operational on December 30, 2016.

C.2 General Background

The National Endowment for the Arts (NEA) funds, promotes and strengthens creative capacity of our communities by providing all Americans with diverse opportunities for arts participation. The NEA was created by Congress and established in 1965 as an independent agency of the Federal Government. Annually the NEA awards 2200 grants and cooperative agreements exceeding \$130 million to arts organizations and artists in all fifty states and the six U.S. jurisdictions. This public investment in the nation's cultural life has resulted in both new and classic works of art reaching every corner of America.

The NEA has approximately 165 employees. The agency has no regional or satellite offices. All of the employees are housed in a single location, 400 7th Street, SW, Washington, DC.

C.3 Specific Tasks - Technical, Functional and Performance Requirements

The Contracting Officer's Representative (COR) shall coordinate the technical aspects; monitor services for approval and acceptance of the services received under the terms and conditions of this contract. The Contracting Officer's Representative (COR) shall have Administrative Portal Management rights provided by the contractor.

Services required for Audio Conferencing to include but are not limited to:

- Toll-free access to audio conferencing services from continental US locations and the ability for international, Alaska, Hawaii and U.S. Territories participants to dial in to toll-free or local access numbers on a long distance basis.
- Both scheduled and reservation less service options.
- Optional invitation/RSVP support capability.
- Ability to support up to 200 simultaneous conference participants.
- Provide unique host and participant passcodes that can be assigned to offices/programs and groups.
- Provide 24/7 operator assistance.
- Moderator or Operated-assisted services if desired.
- Provide on-demand telephone and/or video relay interpreting service for people who are deaf or hard of hearing.
- Ability to control quality of conference call by manipulating lines of individual participants.
- Ability to record, mute, name introductions, etc. from within a conference call
- Ability to keep all participants on hold until the Moderator signs in to a meeting
- Ability to disconnect all lines of service when conference call is over
- Ability to host multiple Audio Conferences concurrently
- Ability to order a download and save an electronic recording of a conference call.

- Conference call transcription services as required
- Ability to search and pull reports of call information
- Training provided to users on:
 - Pre-call, In-call and after-call options (muting, recording, intro options, downloading or replaying a call, etc)
 - Online functions of account
 - Trouble-shooting call problems during and after a call

Services required for Video Conferencing to include but are not limited to:

- Provide an on-demand, reservation and reservation-less, full featured-video conferencing service
- Provide unique host and participant passcodes that can be assigned to offices/programs and groups.
- Ability for each user to schedule, record and host hybrid meetings that combine audio and video services
- Provide captioning and/or video relay interpreting services on demand
- Provide video service gateway to Skype and Skype for Business over IP platforms using multipoint bridging to connect multiple sites
- Support for Windows, Android, Apple and iOS operating systems
- Support for, including but not limited to, Internet Explorer, Safari and Firefox, and Chrome
- Provide a virtual meeting room that combines desktop video, audio and web conferencing
- Ability to integrate with international audio conferencing
- Provide complete solution requiring minimal software downloads for meeting host or guests
- Ability to support up to 200 simultaneous conference participants.
- Training provided to users via onsite, webinar or virtual
- Technical support for users during and after a video conference

Services required for Web Conferencing to include but are not limited to:

- Provide scheduled, full-featured Web Conferencing
- Ability for participants to call in and listen via telephone or view and listen on their electronic devices
- Handle up to 600 participants attending
- Allow for participant registration, and provide for the ability to download and save participant information
- Provide captioning and/or video relay interpreting services on demand and transcription for archiving
- Ensure that the controls, including buttons, check boxes, and form fields are accessible by keyboard without requiring a mouse
- Ability to record and download Web Conferences for archival purposes
- Allow for text-based questions from the participants, and provide the ability to download and save the questions
- Accommodate presentation materials including but not limited to PowerPoint and video
- Ability to attach files to the meeting invitation
- Provide reports to include who was invited to scheduled meetings, who registered and how they registered, and who actually attended the meetings.

- Ability to designate multiple web meeting participants to be co-presenters, if required. Co-presenters have access to all the conference controls to upload and present slides, create and insert polls, and share or grant control of their applications and desktops.
- Provide support for Windows, Apple, and Linux operating systems and browser support for, including but not limited to: Internet Explorer, Safari, Chrome and Firefox.
- Enable use of screen reading software (such as JAWS) within the system
- Provide Software updates as and when available
- Training provided to users via onsite, webinar or virtual
- Provide a list of keyboard shortcuts for the web conferencing software.

C.4 Technical Matters

The contractor shall accept technical direction during the period of performance from the COR, providing such direction is within the scope of the contract.

The COR is authorized to perform the following activities:

- Interpret the Work Statement;
- Direct the performance of the contractor's efforts within the scope of the Work Statement;
- Accept deliverables;
- Control all Government technical interface with the contractor;
- Review and investigate any delays or proposed contract changes and make recommendations to the Contracting Officer regarding corrective action; and
- Monitor contractor performance.

The COR is not a Contracting Officer. The COR is not authorized to modify any of the terms of the contract or to authorize expenditures beyond the funded amount of the contract. The COR is authorized to perform the functions listed above only insofar as those functions are exercised in a manner consistent with the Work Statement and terms and conditions of this contract.

Host and participant passcodes should function worldwide.

Services must be compatible with equipment currently installed in NEA Conference/Meeting Rooms. See Attachment 1.

C.5 Place of Performance

All service should be available globally. Host and participant pass codes should function worldwide.

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 F DELIVERIES OR PERFORMANCE

F.1 Timeline for Performing Contract Requirements

The contract term is January, 2017 through, 2021.

F.2 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 Contracting Officer's Representative (COR), via telephone and follow-up in writing, providing pertinent details along with an updated delivery time-frame. This data shall be informational only in character, and this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract. Deliveries shall be made as immediately as possible after the written notification.

CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative (COR)

G.1.1 Upon award, a Contracting Officer's Representative 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 contract, including price.

G.1.2 The Contracting Officer's Representative is authorized to certify (but not to reject or deny) invoices for payment in accordance with enclosed payment terms. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

G.1.3 The **Contracting Officer's Representative** for this contract is:

To be determined at time of award
National Endowment for the Arts
Constitution Center
400 7th Street, SW, Third Floor
Washington, DC 20506
(202) 682-XXXX

G.1.4 The **Contracting Officer** for this contract is:

Latonca M. Harris
National Endowment for the Arts
Constitution Center
400 7th Street, SW, Third Floor
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 Written communications shall reference the contract number and shall be e-mailed to the Contracting Officer/COR as necessary. Project-related questions may be directed to the COR while contract/cost related questions must be directed to the Contracting Officer. Questions regarding any changes to the contract whatsoever must be directed to the Contracting Officer.

G.2.2 Payment for actual work and services rendered under this contract will be made. Payment 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 (MAY 2015), and 52.232-33 Payment by Electronic Funds Transfer— System For Award Management (JUL 2013), upon submission of commercial invoices to the NEA Finance Office, Second Floor.

The office that will make the payments due under this contract (i.e., the designated payment office) is shown below. **Invoices shall be emailed to the email address below:**

NEAINVOICES@ARTS.GOV

National Endowment for the Arts
Finance Office, Second Floor
Constitution Center
400 7th Street, SW
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.
- (10) COR's name.
- (11) All supporting documentation.

Please note:

The successful contractor is required to be registered in the System for Award Management (SAM) at: <https://www.sam.gov/portal/public/SAM/>. (This was previously known as CCR - the Central Contractor Registration.)

Assistance with creating/registering a SAM account may be found here: <https://www.fsd.gov/app/answers/list>.

G.2.3 Pricing of Adjustments

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of the contract.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 Contract Type

This is a Firm Fixed Price GSA Federal Supply Schedule Pricing 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.

H.3 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 Contracting Officer's Representative in advance and provide the full name and purpose of visit in order to obtain approval for escorted access.

H.4 Security Requirements

Notice of Contractor Personnel Security Requirements

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel (January 2011), all contractor personnel assigned to work at the NEA or who will have access to NEA information systems are subject to the NEA "Identity Proofing and Registration Process," established in compliance with "Homeland Security Presidential Directive 12 (HSPD-12)" and subsequent guidance provided in, e.g., "Federal Information Processing Standards Publication 201" (FIPS PUB 201) and Office of Management and Budget "Memorandum M-05-24" (August 5, 2005).

At least ten working days before a contractor employee will begin work at the NEA or need access to NEA information systems, the contractor shall contact the COR to arrange an appointment for the purpose of initiating the process. All contractor personnel shall appear in person to verify their identity, provide fingerprints, and be photographed, prior to issuance of an NEA identification credential.

If a Federal agency has previously performed a background investigation of a contractor employee proposed to work on this contract, the contractor shall submit information to the COR to enable the NEA Office of Human Resources (OHR) to verify any previous successfully adjudicated background investigation performed by a Federal agency that meets the requirements of HSPD-12 and subsequent related Personal Identify Verification (PIV) guidance.

If a prior background investigation has not been performed and successfully adjudicated, or cannot be verified by the NEA, the contractor employee shall complete and submit the appropriate background investigation application form (in most cases SF-85: *Questionnaire for Non-Sensitive Positions*) to the NEA's OHR. The OHR will – in accordance with current PIV guidance – initiate a background investigation. A credential will be issued only in accordance with the above-referenced guidance.

If the NEA receives disqualifying information on a contractor employee at any time, the NEA, at its sole discretion, may suspend or terminate access to and/or use of any or all NEA facilities and systems, and bar the contract employee from unescorted access to NEA facilities.

At the end of a contractor employee's performance at the NEA, the contractor employee shall turn in his/her NEA identification credential to OHR prior to departure.

The denial of an agency identification credential to individual contractor employees by the NEA shall not be cause for extension of the period of performance of this contract or any contractor claim against the NEA.

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: <https://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 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 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.

1.4 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.212-4 Contract Terms and Conditions--Commercial Items. (MAY 2015) (Incorporated By Reference)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. (NOV 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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 (56) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (JUL 2013) (31 U.S.C. 3332).

(End of Clause)

52.227-14 Rights in Data-General. (MAY 2014) (Incorporated By Reference)

52.246-4 Inspection of Services -- Fixed-Price (AUG 1996) (Incorporated By Reference)

1.5 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.

1.6 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract (exercise the options for CY 12, CY 13, CY 14, and CY 15 audits) by written notice to the contractor at any time prior to the expiration of the contract; 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.

SECTION J LIST OF ATTACHMENTS

1. List of Meeting Rooms.
2. Wage Determinations Online - www.wdol.gov. Department of Labor Wage Determination Number: 2015-4282 REV (3) Date of Revision: 04/19/2016 Area: Washington, DC Click on the following hyperlink. <https://www.wdol.gov/wdol/scafiles/std/15-4282.txt?v=3>

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (OCT 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision. This shall not count towards any stated page limits for the proposal.

SECTION L 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2016)

(a) Contractors on GSA Schedule, IT Schedule 70.

(b) Submission of Offers. The written proposal should be no more than 10 pages, single spaced, in 12-point font and submissions shall include at a minimum:

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. When evaluating an offeror's capability to perform the prospective contract, NEA will consider how well the offeror complied with these instructions. NEA will consider an offeror's noncompliance with these instructions to be indicative of the type of conduct that it may expect from the offeror during contract performance.

- **Signed Standard Form 18, page 1.**
- **A brief proposal** addressing the following:
 1. A summary of work experience. The contractor provides evidence of a clear understanding of NEA's requirements/specific tasks in the statement of work.
 2. **Written Capability Information (Past Performance).** Each offeror shall **provide a list two (2) references** that are current and can be readily contacted for similar projects. It is extremely important that offerors disclose instances in which their past performance may be considered by previous customers or their representatives to have been less than fully satisfactory, and that they tell their side of the story and/or describe corrective action that they have taken. The following information (is up to date and easily to make contact with) required for each reference:
 - Customer name and address

- Point of contact (name, telephone number, email address) for contractual/administrative matters and technical performance.
 - Period of contract performance
 - Description of services provided.
3. Complete GSA Pricing Table in Section B. Prices shall include all direct and indirect costs, profit, and any other factor which contributes to the total firm fixed prices for the base year and four option years, based on the contractor's GSA Schedule prices. The cost proposal should contain enough information to make a fair and reasonable cost assessment.
- A completed copy of the **Representations and Certifications**. Registering an active account in SAM is **REQUIRED** for contract award. For assistance with creating a SAM account, please visit the link above.

- **An one (1) hour in-person presentation (for evaluations)**

The Government request an in-person presentation to demonstrate and use the National Endowment for the Arts (NEA) equipment (list provided in Attachment J) to the Technical Evaluation Team (TET) from vendors to demonstrate knowledge and experience in producing audio, video and web conferencing required under this contract. The objective of this presentation would be to inform the TET's evaluation of the proposals in accordance with the evaluation criteria stated in Section M. Contractors shall present their plans based on the original RFQ and proposal submission to a select number of NEA staff.

Appointments will be set up for an hour on **January 24, 2017 and January 25, 2017**. During that time PowerPoint presentations will be submitted 24 hours prior to the scheduled meeting day and time.

(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) NA

(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. (Applies to offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that

identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(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

FAR 52.212-2 Evaluation--Commercial Items (OCT 2014)

(a) 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; the Government will award a contract on a 'best-value' basis. 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 three (3) major areas:

- 1. Ability to implement the required services based on the description in the RFQ (40%)**
- 2. Company Past Performance, Staff Experience and Qualifications (35%)**
- 3. Price (25%)**

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 decided 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 or acceptance of an offer, emailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

1. Ability to implement the required services based on the description in the RFQ (40%)

- The proposal contains evidence of a fully described technical approach to comply with each of the specific tasks in the statement of work. The proposal is consistent with the goals and objectives of these tasks, and is practical in terms of producing needed information, analysis, and recommendations.
- Explains a thorough understanding of the required services, as shown through discussion of the rationale and purpose for the project. The contractor provides evidence of a clear understanding of NEA's requirements and does not simply repeat the statement of work, but shows an independent understanding of the context.

2. Company Past Performance, Staff Experience and Qualifications (35%)

- Demonstrates the degree to which the organization has current capabilities to assure performance. Overall experience and past performance of the offeror in performing the required services and related work should be described. Evidence of such work and contact/reference information for recent work should be provided.
- The proposal provides evidence of the specific qualifications, skill set of staff to be assigned to this project, and their experience and familiarity with performing these services for Federal agencies.

3. Price (25%)

- The proposed budget is appropriate to the administration of the project. The Government will evaluate the contractor's proposed prices to make a determination that the costs are fair and reasonable in relation to the services provided. The contractor shall provide a reasonable breakdown of their costs to allow the Government to make an assessment of the various components of the overall price.
- The offeror's proposal should contain the offeror's best terms from a cost or price and technical standpoint. Costs estimates should include the basic period and each option period.

END OF DOCUMENT