



RFP No. CB10-RFP0003

## A/V Upgrade for Conference Rooms

**Issued by:**  
Congressional Budget Office  
Washington, D.C.  
[www.cbo.gov/procurement](http://www.cbo.gov/procurement)

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**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 GENERAL DESCRIPTION**

The Congressional Budget Office (CBO) has a requirement for a contractor to renovate the audio/video systems in four conference rooms. The purpose of the renovation is to upgrade older technology and simplify the capabilities of each room.

The Contractor shall provide a design for each of the conference rooms, remove old equipment where appropriate and install new, and submit as-built schematics and system programming of the final installation.

**B.2 PRICE SCHEDULE**

This is a firm fixed-price contract. The line item prices applicable to this contract are listed below.

<b>Line Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total Price</b>
001	Design & Install A/V Systems in 4 Conference Rooms	1	Lump Sum	
002	<b>Optional Line Item:</b> Video Conference Capability	1	Lump Sum	
003	<b>Optional Line Item:</b> Internet Access	1	Lump Sum	
004	Base Year – Annual Maintenance	1	Year	
	<b>Subtotal</b>			
005	Option Year 1 – Annual Maintenance	1	Year	
006	Option Year 2 – Annual Maintenance	1	Year	
007	Option Year 3 – Annual Maintenance	1	Year	
008	Option Year 4 – Annual Maintenance	1	Year	
	<b>Grand Total</b>			

**B.3 ITEMIZED COST LISTINGS**

(a) Furnish an itemized listing of the cost or rate for each item or service that comprises the lump sum cost of Line Items 001 through 003.

(1) For labor, provide fully burdened rates (general and administrative, overhead, and profit) listing each discipline and the number of hours associated with that discipline.

(2) For items, furnish a listing of the major pieces of equipment and hardware (i.e., controllers, displays, speakers, etc.) that the offeror includes in their proposal to implement the proposed design. Provide the quantity and unit price of each item. Miscellaneous items such as wiring and cabling shall be combined in one generic line. The term "unit price" means the actual cost paid by the offeror to its supplier of the product plus all costs of delivery FOB Destination to CBO, plus the Contractor's standard markup rates for overheads, General and Administrative (G&A), and profit. Prices should include the standard manufacturer's warranty.

END OF SECTION B

## SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### Renovation of the CBO Conference Room Audio/Video Systems

#### C.1 BACKGROUND

The Congressional Budget Office has four major conference rooms, each with some degree of audio/video capability. This Statement of Work (SOW) outlines the requirements of a renovation to the current systems. The intent of this SOW is to provide a description of the current A/V capabilities and solicit the most efficient and effective plan that accomplishes the renovation requirements. CBO encourages proposals that will achieve a combination of expanded capabilities and streamlined operations at a reasonable cost through innovative system design.

The current CBO conference room technology was originally designed and installed in 2000 and has had only minor periodic updates as needed. The current systems need renovation due to the changing requirements of staff, and because the 10 year old technology is not easily repaired or replaced.

The Contractor shall provide all materials, equipment, labor, engineering, programming, installation, shipping, and 1st year on-call service necessary to provide and install the A/V system in the four conference rooms in accordance with this SOW.

#### C.2 CURRENT CONFIGURATIONS AND RENOVATION GOALS

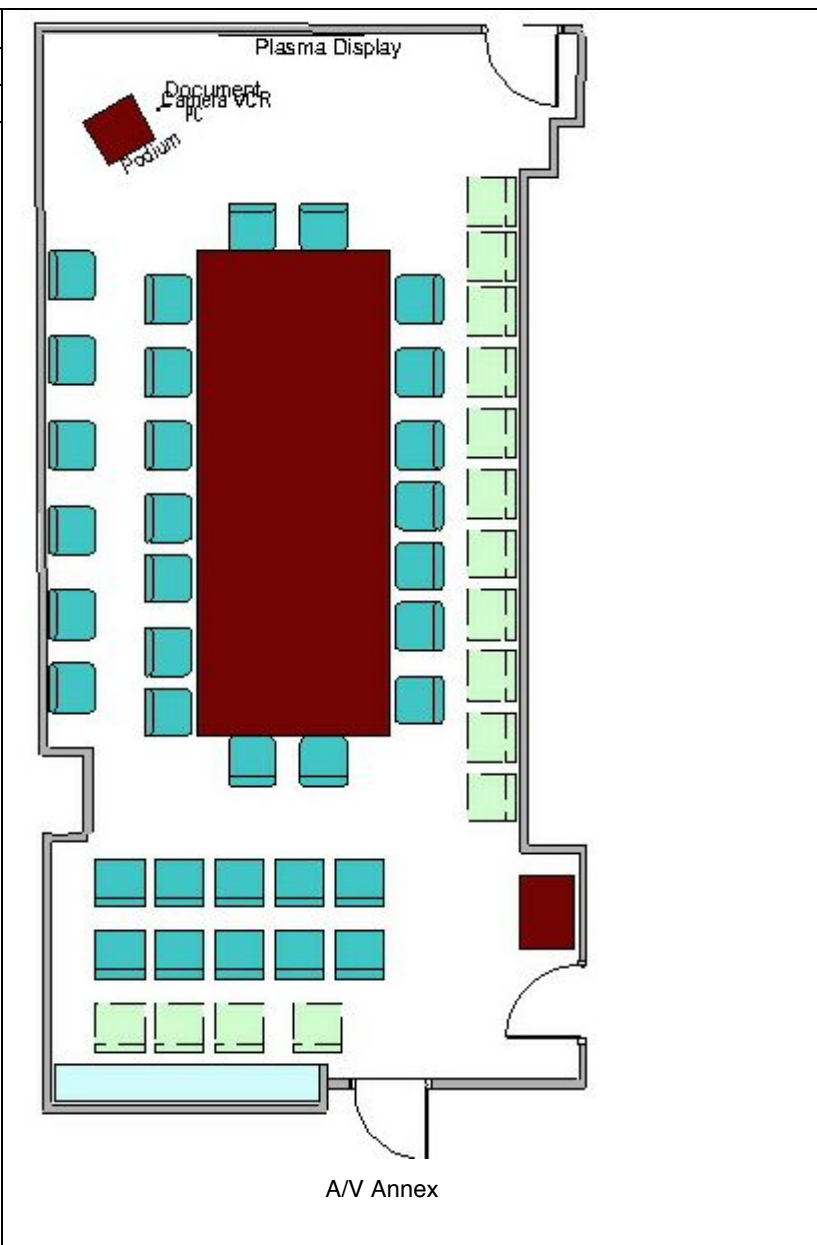
CBO has four conference rooms (**483, 407, 414, and 453**) with different levels of A/V capability. One goal of the renovation is to incorporate similar operations in each room so that staff will not require separate training for each. CBO staff should be able to walk into any of the CBO conference rooms and know which technologies are available and exactly how to accomplish the technical aspects of their meeting. Conference rooms are reserved online and are used quite frequently by the 240 staff members as well as outside groups.

##### C.2.1 DESCRIPTION AND CONFERENCE ROOM FLOOR PLANS

**Conference Room 483** is the flagship conference room for CBO. This is the largest conference room and is where press conferences and annual meetings are held. The room capacity is currently 60-80 people depending on the configuration. The room has an annex with 2-way mirrored window for the A/V equipment and operation technician. Additional equipment is housed in a podium approximately fifty feet from the annex. Three wall-mounted monitors and one podium monitor are connected to display images from a PC in the podium, a guest laptop, DVD player, or document camera – controlled through a Crestron system. This room is also designed to broadcast and record meetings on an internal networked V-Brick system. Broadcast includes audio from the conference room, and video from the same feed to the monitors or from wall-mounted cameras in the room. Microphones are suspended from the ceiling and mounted at the podium. Satellite transmission (C-SPAN, CNN, etc.) has been made available via installed cables connecting the conference room to the rooftop of the building. A Polycom conference phone is available for use in this room, but is not integrated into the A/V system. Other than one window in the back corner of the room, all lighting is from 2x4 overhead fluorescent fixtures.

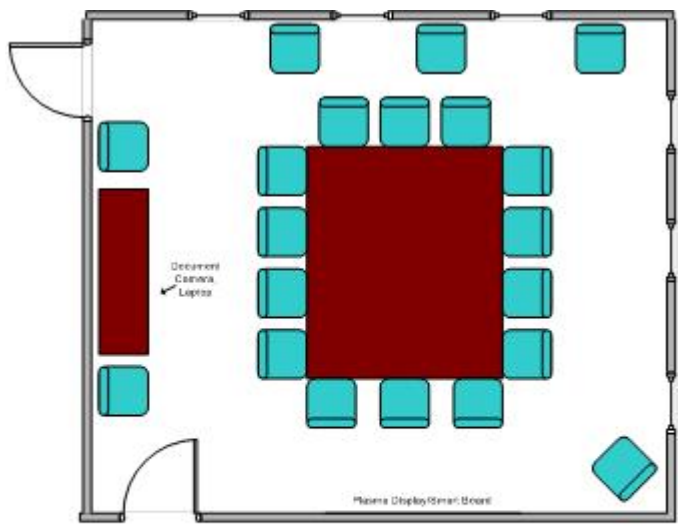
Description:	Room 483
Capacity:	60-80

- Technology Equipment:
- Three 40in and 60in Plasma Display Screens
  - Conference Phone
  - Connectors to Display Laptop Video/Sound
  - Crestron A/V Control Pad
  - Desktop PC w/Remote Keyboard/Mouse
  - Document Camera
  - Internet Connection
  - Microphone
  - VCR/DVD





**Conference Room 407**, also known as the Director's Conference Room, has a capacity of around 20 people. This room has a single plasma display with a SmartBoard overlay. A document camera, a PC or a guest laptop can be displayed on the screen. A local Extron switch controls the room's A/V equipment. Wall-mounted speakers and ceiling tile speakers are installed for audio from the PC or laptop. A Polycom speakerphone is available for conference call participants. This conference room has four windows and an entrance into a kitchen area. The room has windows on two sides and additional lighting is from 2x4 overhead fluorescent fixtures.

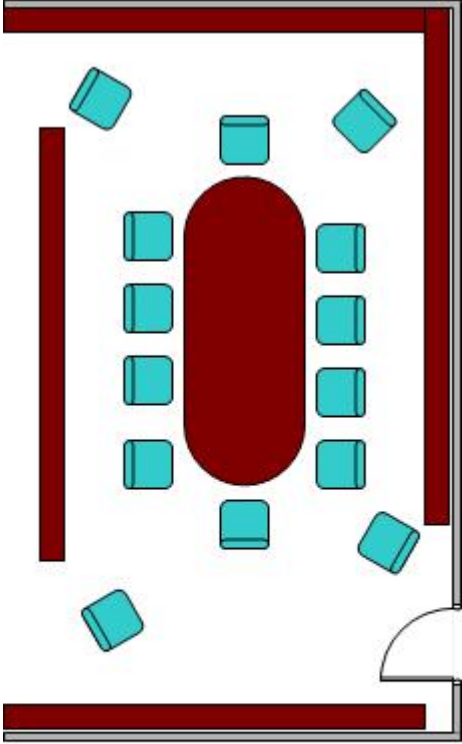
Description:	Room 407	
Capacity:	20	
<b>Technology Equipment:</b> <ul style="list-style-type: none"> <li>• 50in Diagonal Plasma Display Board</li> <li>• Conference Phone</li> <li>• Connectors to Display Laptop Video/Sound</li> <li>• Document Camera</li> <li>• Easel Pads</li> <li>• Internet Connection</li> <li>• Laptop PC with Remote Keyboard/Mouse</li> <li>• TV</li> </ul>		

Room 407  
 24' x 20.5'  
 14 chairs around table +  
 6 along wall  
 Whiteboard and portable LCD  
 projector

**Conference Room 414** is equipped with a ceiling mounted projector and a Smartboard that can display presentations from a PC or guest laptop. Speakers attached to the PC provide audio for presentations in this room. A Polycom speaker phone is available for conference call participants. This room has one glass wall to the corridor, but no other windows. All lighting is from 2x4 overhead fluorescent fixtures.

Description:	Room 414	
Capacity:	16	
<b>Technology Equipment:</b> <ul style="list-style-type: none"> <li>• Ceiling Mounted LCD Projector</li> <li>• Conference Phone</li> <li>• Internet Connection</li> <li>• Laptop PC with Remote Keyboard/Mouse</li> <li>• Smart Board</li> <li>• White Board</li> </ul>		

**Conference Room 453** is our least technical conference room. This room has a motorized in-ceiling mounted screen. A portable projector can be set-up to connect to a PC in the room for presentations. A Polycom conference phone is available. This room has no windows and also serves as a reference room for our library. All lighting is from 2x4 overhead fluorescent fixtures.

Description:	Room 453	
Capacity:	14	
Technology Equipment: <ul style="list-style-type: none"> <li>• Conference Phone</li> <li>• LCD Projector</li> </ul>		

Room 453  
28' by 15.5'  
10 chairs around table +  
4 along bookshelf  
No technology

## C.2.2 CONFERENCE ROOM RENOVATION GOALS

- (a) **Conference Room 483** will remain the flagship conference room for CBO. Existing equipment can be used to renovate the A/V in providing similar existing capabilities in an integrated and easy to operate system. Operating the system should be able to be accomplished in the conference room, in the annex room or from a desktop within the CBO network. Changes to the overhead lighting could be considered.

The following are the minimum required capabilities:

### Inputs:

- Presenter (network) laptop/PC at podium
- Connection for a guest laptop
- Document camera
- DVD player
- In-room cameras

### Outputs:

- Monitor displays (existing, augmented)
- V-Brick broadcasting/recording (x2)
- Mult box for audio available for press
- Camera feeds available for press

### Audio:

- Microphones and speakers should be integrated into a conference speakerphone system so that participants can call into a meeting and be part of the broadcast/recording
- Audio recordings of presentations (without video)

- (b) **Conference Rooms 407, 414, and 453** will each have similar capabilities (even if the display equipment is different). Each room should be able to be operated in a similar manner for presentations from a dedicated networked PC/laptop or a guest laptop, or a document camera. Each room will have microphones and speakers that can be used to amplify the room and will be integrated with conference phone equipment. System equipment should be able to be operated within the room and by a centralized desktop operator. Smartboard technology should be incorporated where possible.

The following are the minimum required capabilities:

### Inputs:

- Presenter (network) laptop/PC
- Connection for a guest laptop
- Document camera
- In-room cameras for video conferencing

Outputs:

- Monitor displays (existing, augmented)
- V-Brick broadcasting/recording (x2)
- Mult box for audio available for press
- Camera feeds available for press

Audio:

- Microphones and speakers should be integrated into a conference speakerphone system so that participants can call into a meeting and be part of the broadcast/recording

- (c) Internet access and video conferencing are desired optional capabilities for all conference rooms. Wireless internet or hard-wired data jacks and electric outlets at the table would allow meeting participants to access their own information while attending a meeting. Simple web-based video conferencing ability is desirable and should be tied into the A/V display in each room. The cost for providing these capabilities should be included in the lump sum price for the optional line items in the Price Schedule.

### **C.3 TESTING**

The Contractor shall test all A/V sources after installation and perform a site acceptance test with the COTR to ensure full functionality of the system.

### **C.4 TRAINING**

The Contractor shall provide technical training to approximately two (2) CBO technical staff. The technical training should be conducted in the actual conference room environments and be “hands-on.” All identified users must be trained.

The Contractor shall also provide functional training to CBO staff. The training shall be held in one of the conference rooms and be a “brown bag” type of casual session, lasting no more than one hour.

### **C.5 MAINTENANCE SERVICE**

The Contractor shall provide service calls for one year from the date of substantial completion. Response to service call requests shall be within 24 hours via phone or email and onsite within 48 hours. If the issue cannot be resolved within 3 business days, the Contractor shall provide loaner equipment to replace broken equipment at no additional charge.

CBO may extend the service agreement annually, in accordance with the contract clause entitled “Option to Extend the Term of the Contract.”

### **C.6 DELIVERABLES**

In addition to installing, testing and commissioning a complete working A/V system, the Contractor shall provide the following items for the equipment installed under this contract:

- (1) One copy of the final system programming codes in electronic format.

- (2) One copy of the final as-built line drawings in both electronic and hard copy formats. The drawings must show interconnections between the conference rooms, intranet/internet, and other equipment as necessary.
- (3) A list of installed equipment, room numbers, serial numbers, and manufacturer contact information.
- (4) All system manuals and warranties for all products compiled in a binder, in both electronic and hard copy formats.

#### **C.7 LIMITATIONS AND CONSIDERATIONS**

(a) The Congressional Budget Office is located in the Ford House Office Building (FHOB) on Capitol Hill and is part of the House of Representatives campus. Security for the buildings is the responsibility of the Capitol Police and access and restrictions are authorized through their procedures. The Architect of the Capitol (AOC) and the Superintendent of Buildings have authority over the Ford House Office Building and coordination of work done in and around this facility are subject to approval by the Superintendent. All work must be coordinated in advance with the Contracting Officer's Technical Representative (COTR), who will then coordinate with the appropriate parties as necessary.

(b) Core drilling and floor channeling are not allowed in the renovation of space in the Ford House Office Building. No cables or wires can be run under the carpet or carpet pads.

(c) The Contractor shall remove and dispose of all old A/V cabling and all packing material waste and trash.

(d) Any software not expressly developed by or for this project (third party and otherwise) must be reviewed and approved by the COTR prior to being loaded or stored on any CBO computer. This includes third party controls, publicly available software ("freeware"), or code developed for previous projects and retained by the contractor for subsequent reuse. All software developed for CBO becomes CBO property upon acceptance of the product.

#### **C.8 PROTECTION OF EXISTING INSTALLATIONS AND STRUCTURE**

The Contractor shall safeguard the existing FHOB facilities, installations and equipment from any potential harm resulting from their operations. Any materials furnished by the Contractor to provide protection of the existing facilities, installations and equipment, shall remain the property of the Contractor and, upon completion of the work, shall be removed from the jobsite by the Contractor.

Drawings included in this SOW are for information only, pertaining to the general layout of the conference rooms, and do not show all equipment and materials existing in work areas.

The Contractor shall repair, at Contractor expense, any damage to real or personal property caused by Contractor action or by failure of the Contractor to adequately protect the property. If the Contractor fails to make such repairs in a timely manner, CBO may elect to repair the damage and to charge the Contractor the costs of repair.

**C.9 ACCESS TO JOBSITE**

CBO is accessible via public or private transportation. The office building is located across the street from the Federal Center SW Metrorail station (on the orange and blue lines), with primary entrances on 2nd Street, SW, and 3rd Street, SW. Limited street and garage parking are available but are not provided by CBO.

See clause CBO 41, Off-Site Delivery Center Information, for information on delivering shipments to the Ford House Office Building.

**C.10 OTHER CONTRACTS**

The government may undertake or award other contracts for additional work in or around the conference room facilities. The Contractor shall fully cooperate with the other Contractors and with government employees and shall carefully adapt scheduling and performing the work under this SOW to accommodate the other work, heeding any direction that may be provided by the CO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or government employees.

END OF SECTION C

**SECTION D**  
**PACKAGING AND MARKING**

**D.1 IDENTIFICATION OF CONTRACT DELIVERABLES**

Unless otherwise specified, all documents prepared and submitted by the Contractor to CBO under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the Contractor;
- (b) Contract number;
- (c) Point of Contact; and
- (d) Date of transmittal.

END OF SECTION D



**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 CBO 07 INSPECTION AND ACCEPTANCE (MAY 2003)**

The Contractor shall only tender for acceptance those supplies or services that conform to the requirements of this contract. CBO reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CBO may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Payment for any supplies or services hereunder is without prejudice to any and all claims that CBO may have against the Contractor.

END OF SECTION E

## **SECTION F DELIVERIES OR PERFORMANCE**

### **F.1 PERFORMANCE PERIOD – BASE AND OPTION YEARS (FEB 2007)**

The overall performance period of this contract consists of the following time periods:

- (a) The development and implementation period will commence on the date of contract award. The on-site work, including testing and clean-up, must be completed by October 31, 2010.
  - (i) CBO may exercise the options for the optional line items at the time of contract award. Performance of the work will occur concurrent with the work for Line Item 001.
- (b) The performance period for the first schedule year of maintenance will commence upon the Contractor completing all installation work required under the SOW (substantial completion), and will extend for one calendar year.
- (c) If the succeeding options for maintenance are exercised, the performance periods for Years 2 through 5 will begin on the anniversary of the first year commencement date and extend for 12 months each.

### **F.2 HOURS OF PERFORMANCE**

Except as may be otherwise specified by the COTR, the normal hours of operation at the Ford House Office Building are 8:30 AM to 5:00 PM, Monday through Friday, excluding all Federal Government holidays.

### **F.3 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 30 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **F.4 SUMMARY OF DELIVERABLES**

(a) *General.* The Contractor shall furnish all materials and perform all work required for furnishing deliverables to CBO, in accordance with this paragraph and the requirements in the clauses and paragraphs of this contract.

The word "deliverables" shall be interpreted to include data, manuals, certifications, reports, charts, and other items furnished by the Contractor for approval, informational, and other purposes.

The Contractor shall deliver intermediate and final system products as directed by the COTR. These products will include (but are not limited to):

- Program specifications
- System design documents
- Program/System testing plans and results
- Completed internally-documented code (extensive use of comments which will include (at a minimum): module headers, procedure headers, and descriptive comments throughout each procedure)
- Periodic formal status reports.

(b) *Cost.* Unless specified otherwise, no separate payment will be made for preparing and furnishing deliverables to CBO and the cost thereof shall be included in the prices offered for the applicable items of work requiring the deliverables or other items of work.

END OF SECTION F

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)**

The Contracting Officer is the only person authorized to make or approve any changes to any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

**G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)**

CBO will provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual designated or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the Contractor's performance which would affect cost, scope or schedule.

**G.3 POSTAWARD CONFERENCE (JULY 1993)**

(a) Prior to the Contractor starting work, a postaward kick-off meeting will be convened by CBO. The Contractor's Project Manager shall attend the meeting. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the Ford House Office Building in Washington, D.C.

(c) CBO and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the meeting in its offer.

END OF SECTION G

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 SPECIAL INSPECTION PROCEDURES (JAN 2007)**

All persons entering the Ford House Office Building shall gain access to the building by passing through magnetometer screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

### **H.2 CBO 41 OFF-SITE DELIVERY CENTER INFORMATION (APRIL 2006)**

Before proceeding to the Ford House Office Building loading dock or the street-level delivery site on Virginia Avenue, SW, all non-U.S. Postal Service deliveries are required to report to the U.S. Capitol Police Off-Site Delivery Center for inspection:

Off-Site Delivery Center  
4700 Shepherd Parkway, SW  
Washington, DC 20032-5203

No deliveries will be accepted unless vehicles have been processed at the Off-Site Delivery Center. The hours of operation of the Off-Site Delivery Center are 5:00 am to 2:00 pm, Monday through Friday.

In order to gain access to the loading docks of the U.S. Capitol complex, delivery companies are required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by the signature of the owner, president, or manager. Requests for access should contain the following information:

1. Name of the delivery company
2. Name of each driver and employee requiring access, in alphabetical order
3. Social Security Number of each driver and employee requiring access
4. Date of birth for each driver and employee requiring access
5. Building(s) to be accessed
6. Company contact person and phone number

This information must be provided to:

United States Capitol Police  
Off-Site Inspection  
Fax: (202) 226-0571  
Tel: (202) 226-0905

It is highly recommended that the required information be provided to the U.S. Capitol Police prior to an anticipated delivery, and a copy of the company letter requesting access be included with the shipping manifest. Requests for access must be renewed three (3) times per year: April 30, August 31, and December 31. Any questions regarding this procedure can be directed to the U.S. Capitol Police at the telephone number listed above.

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the effects of the off-site delivery requirement, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation; and (2) uncertainties of weather, traffic, road construction or closures, and similar physical conditions at the site. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the government.

This clause shall be included in all subcontracts or agreements between the Contractor and any third-party entities that include requirements for delivering items to CBO. CBO will not make adjustments to the contract value or time as a result of Contractor delays related to the off-site delivery requirement when those delays do not fall under the scope of clause CBO 14, Excusable Delays.

### **H.3 INCORPORATION OF CONTRACTOR'S PROPOSAL**

The Contractor's technical and cost proposal will be incorporated as an attachment and made a part of this contract at the time of award. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

The Contractor shall perform all services as specified under this contract and set forth in the Contractor's proposal.

END OF SECTION H

## SECTION I CONTRACT CLAUSES

### **I.1 CBO 01 TERMS AND CONDITIONS LIMITED (MAY 2003)**

This contract expressly limits acceptance to terms and conditions stated herein. Any additional or different terms and conditions proposed by the Contractor are rejected unless expressly agreed to by the Congressional Budget Office (CBO) in writing. If the Contractor commences shipment or performance pursuant to this contract, then the Contractor shall be deemed to have agreed to and accepted this contract in its entirety, including its terms and conditions as set forth herein.

### **I.2 CBO 03 PAYMENT (MAY 2003)**

- (a) Upon submission of proper invoices or time statements to the designated office and at the time(s) provided for in this contract, CBO shall pay the Contractor –
- (1) the prices stipulated in this contract for supplies delivered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract; or
  - (2) at the rates prescribed for the services performed by the Contractor and accepted as set forth in this contract. If provided for in this contract, CBO shall also pay the Contractor –
    - (A) A per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with CBO's travel policy as authorized in appropriate Travel Orders; and
    - (B) Any other transportation expenses.
- (b) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date the electronic funds transfer was made by CBO.
- (c) *Payment due date.* The payment due date shall be the 30th day after CBO's Office of Financial Management has received a proper invoice from the Contractor. However, if that Office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements. If the contract does not require submission of an invoice for payment, the due date will be, and CBO shall pay the Contractor, as specified in the contract.

### **I.3 CBO 05 INVOICE (OCT 2005)**

- (a) Unless this contract does not require submission of an invoice for payment, the Contractor's invoices must be submitted before payment can be made. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or

services performed. An invoice shall be prepared and submitted to the Office of Financial Management by *one* of the following methods:

Option 1	Option 2	Option 3
<i>E-mail invoices to:</i> <a href="mailto:invoices@cbo.gov">invoices@cbo.gov</a>	<i>Fax invoices to:</i> (202) 226-3879	<i>Mail/deliver invoices to:</i> Office of Financial Management Congressional Budget Office 2 <sup>nd</sup> and D Streets SW Washington, DC 20515 Tel: (202) 226-2609

**NOTICE:** Mailing invoices to CBO’s street address in lieu of electronic submission may delay payment. Due to the special mail handling procedures currently in effect, it can take up to 2 weeks for CBO to receive invoices through the mail. Electronic submission is the preferred invoice submission method.

(b) A proper invoice must include the items below. If the invoice does not comply with these requirements, the Contractor shall be notified of the defect within seven (7) days after receipt of the invoice by CBO’s Office of Financial Management.

- (1) Name and address of the Contractor;
- (2) Invoice number and date;
- (3) The Contractor’s Tax Identification Number;
- (4) Purchase Order or contract number or other authorization for supplies delivered or services performed;
- (5) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services rendered;
- (6) Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice;
- (7) Any other information or documentation required by the contract.

If the contract is for a subscription, the invoice must also include the following items:

- (8) The starting and ending dates of the subscription delivery; and
- (9) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

**I.4 CBO 06 METHOD OF PAYMENT (APRIL 2005)**

(a) All payments by CBO under this contract shall be made by electronic funds transfer (EFT). CBO shall make payment to the Contractor using the EFT information –

- (1) provided by the Contractor on the CBO Vendor Survey form; or
- (2) obtained MANUALLY by CBO from the Central Contractor Registration (CCR) database.

(b) CBO need not make payment to the Contractor under this contract, and any invoice shall be deemed not to be a proper invoice for the purpose of the payment clause under this contract, unless and until CBO has been provided or has been able to obtain the Contractor’s correct EFT information under paragraph (a).

(c) The Contractor shall be responsible for notifying CBO when the Contractor’s EFT information changes. The Contractor shall either:



- (1) provide a revised CBO Vendor Survey form; or
  - (2) notify CBO Procurement Services that changes have been entered into the CCR (CBO DOES NOT MAINTAIN AN AUTOMATED LINK TO CCR).
- (d) (1) If an incomplete or erroneous transfer occurs because CBO used the Contractor's correct EFT information inaccurately, CBO remains responsible for making a correct payment and recovering any erroneously directed funds.
- (2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of release of the EFT payment transaction instruction to the Federal Reserve System, then—
- (a) if the funds are no longer under the control of the designated billing office, CBO is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (b) if the funds remain under the control of the designated billing office, CBO shall not make payment until the Contractor provides CBO with the notification required in paragraph (c) of this clause.
- (e) CBO shall forward to the Contractor available payment information at the request of the Contractor. CBO does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to CBO.

#### **I.5 CBO 08 ASSIGNMENT (MAY 2003)**

- (a) Neither this contract nor the obligation of the Contractor to perform shall be assigned or delegated by the Contractor without CBO's consent.
- (b) The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency.
- (c) If the Contractor assigns the proceeds of this contract, the Contractor shall require as a condition of any such assignment, that the assignee submit a completed Vendor Survey form and shall be paid by EFT in accordance with the terms of the Method of Payment clause of this contract. In all respects, the requirements of that clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the payment to be other than the Contractor, in the absence of a proper assignment of claims acceptable to CBO, is incorrect EFT information within the meaning of paragraph (b) of the Method of Payment clause.

#### **I.6 CBO 09 CHANGES (MAY 2003)**

- (a) CBO may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed;
  - (2) Time of performance;
  - (3) Place of delivery or performance.
  - (4) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for CBO.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, CBO shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if CBO decides that the facts justify it, CBO may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### **I.7 CBO 10 RISK OF LOSS / TITLE (MAY 2003)**

Unless specified elsewhere in this contract—

- (1) title to supplies furnished under this contract shall pass to CBO upon acceptance; and
- (2) risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until delivery of the supplies to CBO's place of business.

#### **I.8 CBO 11 WARRANTIES (MAY 2003)**

(a) The Contractor warrants free and clear title to all delivered products and further warrants that the products shall be free from defects in workmanship, material or design and shall conform either to the description and specifications in this contract or consistent with the sample of said product provided to CBO.

(b) The Contractor warrants that the products, in the form delivered to CBO, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify CBO against such infringement liability based upon CBO's possession thereof without alteration.

(c) The goods and services provided shall be free from defects in materials and workmanship for a period of at least ninety (90) days after completion of performance (in the case of services) or after acceptance (in the case of goods or supplies) unless a longer warranty period is provided or is required by law. Should the Contractor's services or goods or supplies prove to be defective within the warranty period, the Contractor agrees to promptly replace or repair the goods or supplies or correct such services to CBO's satisfaction without cost to CBO.

(d) Unless this contract specifies otherwise, the Contractor represents that all goods, supplies, and other materials provided are new and are not of such age or so deteriorated as to impair their usefulness or safety.

(e) Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to CBO for consequential damages resulting from any defect or deficiencies in accepted items.

#### **I.9 CBO 12 ENDORSEMENTS/NEWS RELEASES/ADVERTISING (MAY 2003)**

The Contractor agrees not to refer to this contract or CBO, in advertising, promotional or any other materials, in such a manner as to state or imply that the products or services provided are endorsed or preferred by CBO or are considered by CBO to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by CBO.

**I.10 CBO 13 OBLIGATIONS CONTINGENT ON FUTURE APPROPRIATION (MAY 2003)**

Unless otherwise provided in this contract, CBO's obligation under this contract in any fiscal year beyond the fiscal years for which this contract is entered into is contingent on the availability of appropriated funds.

**I.11 CBO 14 EXCUSABLE DELAYS (MAY 2003)**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, describing the matter in detail, shall remedy such occurrence expeditiously, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. The Contracting Officer shall ascertain the facts and extent of the nonperformance. If the Contracting Officer determines that any nonperformance results from an occurrence beyond the reasonable control of the Contractor, the delivery schedule or performance period shall be revised, subject to the rights of CBO under the termination clauses of this contract.

**I.12 CBO 15 WAIVER OF DEFAULT (MAY 2003)**

Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

**I.13 CBO 16 TERMINATION FOR CONVENIENCE (MAY 2003)**

CBO reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor will be notified by the Contracting Officer, in writing, and shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of CBO have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**I.14 CBO 17 TERMINATION FOR DEFAULT (MAY 2003)**

CBO may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide CBO, upon request, with adequate assurances of future performance. In the event of termination for cause, the Contractor will be notified by the Contracting Officer in writing. CBO shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to CBO for any and all rights and remedies provided by law. If it is determined that CBO improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**I.15 CBO 18 DISPUTES (APRIL 2008) ALTERNATE I (DEC 1991)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. No. 110-161, 121 Stat. 1844 (2008).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within 90 days of receipt of a Contracting Officer's decision, to the following authority:

Government Accountability Office Contract Appeals Board  
441 G Street N.W., Room 7182  
Washington DC 20548  
Fax: (202) 512-9749  
E-mail: CAB@gao.gov

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### **I.16 CBO 19 COMPLIANCE WITH LAWS (MAY 2003)**

The Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold CBO harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations. In addition, to the greatest extent practicable, all equipment and products delivered under this Contract shall be American-made.

#### **I.17 CBO 20 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (MAY 2001)**

(a) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;
- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (7) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

- (8) Activities sponsored by the Contractor, including social or recreational programs; and
  - (9) Any other term, condition, or privilege of employment.
- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (c) The Contractor agrees to post employment notices stating—
- (1) The Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
  - (2) The rights of applicants and employees.
- (d) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (e) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (f) If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**I.18 OPTION FOR ADDITIONAL NUMBERED LINE ITEMS**

- (a) The Agency may require the performance of work required under the additional numbered line items identified in the Schedule (Optional Line Items 002 and 003) in the quantity and at the price stated in each Option.
- (b) The Contracting Officer may exercise the options by written notice to the Contractor at the time of contract award.
- (c) The performance period for each option, if exercised, shall be as specified in the clause entitled “Performance Period – Base and Option Years.”

**I.19 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the government gives the Contractor a

preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the government to an extension.

(b) If the government exercises this option, the extended contract shall be 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.

## **I.20 RIGHTS IN DATA—GENERAL (DEC 2007)**

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

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the rights of the government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;



(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

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

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the government. For computer software, the Contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted

computer software, the government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer

determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the government shall be treated as limited rights data and not restricted computer software.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the government under this contract. If a subcontractor refuses to accept terms affording the government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the government

END OF SECTION I

**SECTION J  
LIST OF ATTACHMENTS**

<b>Item No.</b>	<b>Attachment Name</b>
Attachment 1	Contractor's Proposal (to be incorporated at contract award)

END OF SECTION J

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS (JUNE 2004)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this Request for Proposal:

<b>Name:</b>	
<b>Title:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	

**K.2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS (AUG 2009)**

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

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

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

“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.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (b)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 334310 (Audio and Video Equipment Manufacturing).
  - (2) The small business size standard is 750 employees.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (c)
- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (c)(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 at <http://orca.bpn.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, except for paragraphs \_\_\_\_\_.  
*[Offeror to identify the applicable paragraphs at (d)(1) through (d)(6) 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 on ORCA.]*

(d) Offerors shall complete the following representations for general statistical purposes only. Check all that apply.

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

offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

- (3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (d)(2) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (d)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (d)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.
- (6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (d)(1) of this provision.]* The offeror represents that it [ ] is a women-owned business concern.

**K.3 CBO 46 TAXPAYER IDENTIFICATION (JULY 2007)**

(a) Definitions.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraph (c) of this provision to facilitate verification of information obtained for clause CBO 06, Method of Payment.

(c) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal Government.

**K.4 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 2010)**

(a) The offeror shall enter in the space below its DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit



number assigned by Dun and Bradstreet, Inc. 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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same concern.

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(Insert number if registered with Dun & Bradstreet)

(b) If the offeror does not have a DUNS number, it may contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number—
  - (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

END OF SECTION K

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 NOTICE OF FULL AND OPEN COMPETITION**

This acquisition is being pursued as a full and open competition. No adjustments are offered based on socio-economic categories or business size. CBO is not required to set-aside its acquisitions, as it is a Legislative Branch agency. However, CBO encourages competition from small businesses and also encourages companies to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

**L.2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JUNE 2008)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their sealed proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, CBO cannot accept sealed packages containing offers hand-carried directly to the Acquisitions Office address within the Ford House Office Building. The only acceptable methods by which offerors can deliver their responses to this solicitation shall be via Federal Express, United Parcel Service, electronic mail, or fax (see solicitation provision CBO 28, Electronic Mail and Facsimile Proposals).

(1) Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (i) The solicitation number;
- (ii) The time specified in the solicitation for receipt of offers;
- (iii) The name, address, and telephone number of the offeror;
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (v) Terms of any express warranty;
- (vi) Price and any discount terms;
- (vii) “Remit to” address, if different than mailing address;
- (viii) A completed online copy of the representations and certifications at FAR 52.212-3 (or solicitation paragraph K.2 with those representations and certifications that the offeror notes differ from the online version);
- (ix) Acknowledgment of Solicitation Amendments;

- (x) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (xi) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(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 the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated government office on the date that offers or revisions are due.

(2) Offerors may submit modifications to their proposals for any reason, such as in response to an amendment or to correct a mistake, at any time before the solicitation closing date and time.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the government installation designated for receipt of offers and was under the government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of government personnel.

(4) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of offers by the exact time specified in the solicitation, and urgent government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes electronic mail and facsimile offers, offers may be withdrawn via electronic mail or facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the provision at CBO 28, Electronic Mail and Facsimile Proposals. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(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. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(h) *Multiple awards.* The government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Unbalanced pricing.* The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the government.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

### **L.3 CBO 28 ELECTRONIC MAIL AND FACSIMILE PROPOSALS (FEB 2007)**

(a) *Definitions.*

"Electronic Mail (email) proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the government via Internet electronic mail.

"Facsimile (fax) proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the government via facsimile machine.

(b) Offerors may submit email or facsimile proposals as responses to this solicitation. Email and facsimile proposals are subject to the same rules as paper proposals.

(c) (1) The email address for receiving proposals is: [Acquisitions@cbo.gov](mailto:Acquisitions@cbo.gov).

(2) The telephone number of receiving facsimile equipment is: (202) 225-1484.

(d) Offers submitted by email may be in any of the following file formats:

(1) Adobe Acrobat PDF version 6 or later.

- (2) Microsoft Word 2000 or later.
- (3) Microsoft Excel 2000 or later.

(e) If any portion of an email or facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

- (1) The Contracting Officer shall notify the offeror immediately and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(f) The government reserves the right to make award solely on the email or facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror shall promptly submit the complete original signed proposal.

#### **L.4 INTERPRETATIONS AND AMENDMENTS (JUNE 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding. Written requests shall be transmitted via e-mail to [cayn.rotheim@cbo.gov](mailto:cayn.rotheim@cbo.gov) or via fax to (202) 225-1484.

(b) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments to the solicitation which will be sent to all offerors on the same date, if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors, and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in their opinion, a definite bearing upon the proposals to be submitted.

#### **L.5 TYPE OF CONTRACT (APR 1984)**

The government contemplates award of a firm fixed-price contract resulting from this solicitation.

#### **L.6 PROPOSAL COMPOSITION – SOURCE SELECTION PROCEDURES**

(a) Proposals shall be submitted in two separate volumes or files:

(1) Part One shall be the Technical Proposal, the content and arrangement of which shall be as described in the Section L provision entitled “Instructions for Preparing the Technical Proposal,” and

(2) Part Two shall be the Price Proposal, which shall be prepared as set forth in the Section L provision entitled “Instructions for Preparing the Price Proposal.”

(b) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation or other requirements of submission with any other proposal submitted by the same offeror.

#### **L.7 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL**

(a) The Technical Proposal shall effectively demonstrate a thorough understanding of the Statement of Work contained in Section C of this solicitation, and demonstrate the offeror's ability to meet the project requirements and provide the deliverables described in the work statement.

(b) Technical proposals should be practical, legible, clear, and coherent. General statements that the offeror can comply with the requirements will not, by themselves, be adequate. Failure to provide the technical information requested may be cause for rejection of the offer. To permit objective evaluation of the technical proposal, **NO COST OR PRICE INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL.**

(c) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Congressional Budget Office.

- (1) The Technical Proposal shall be divided into four subsections, one for each factor. The offeror shall address each factor as noted below:

**Factor 1 – Design of the Conference Room Systems.** The offeror must describe its design for each of the conference rooms. Discuss in detail the features and capabilities of the design as they relate to the requirements at paragraph C.2.2, Conference Room Renovation Goals, of the SOW.

- (i) Include product specifications sheets.
- (ii) Specify the warranty period for hardware.
- (iii) Provide drawings showing the proposed configuration for each room.

**Factor 2 – Capability and Experience of the Contractor.** The offeror must describe its general background, experience and qualifications related to this solicitation. The offeror must demonstrate that it has extensive experience in performing similar or related work.

**Factor 3 – Managerial Approach to the Work.** This factor addresses the offeror's ability to manage the overall project, as well as the individual tasks that comprise the milestones leading up to final implementation.

- (i) Provide a work plan that addresses the timing of deliveries, installations, coordination of work with the COTR and other parties, etc. for implementing the design. Include a discussion of any anticipated problems and their solutions.
- (ii) Provide an implementation milestone schedule, to include at a minimum the significant milestones that are applicable to your design.
- (iii) Provide testing and training plans.

- (iv) Include any licensing agreements for proposed software (tailored for government contracts, if possible).

**Factor 4 – Past Performance.** Although the government reserves the right to use any source of information available on the offeror’s past performance to either evaluate past performance or verify information provided by the offeror, the offeror shall provide information that demonstrates the offeror’s past performance.

- (i) Submit past performance information for contracts successfully completed within the previous 3 years for A/V Systems and installation, which are similar in magnitude to the effort described in this requirement. Please include contract numbers, points of contact with telephone numbers and other relevant information.
  - (A) The government may use other references/information to verify past performance.
  - (B) The offeror may provide awards, letters or other documentation as it relates to their Past Performance.
  - (C) Corporate and government references are equally acceptable for past performance.

**L.8 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL**

(a) A lump sum price shall be entered by each offeror on the Schedule page for each line item which shall represent the firm fixed-price for performing the scope of services required by this Request for Proposal. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

(b) The Price Proposal shall be submitted with the required documents in the following order:

- (1) A completed copy of Standard Form 33, “Solicitation, Offer and Award” from Section A (signature required in Block 17).
- (2) A fully completed “Price Schedule” at paragraph B.2 of Section B, with prices entered for all Schedule line items.
- (3) A completed copy of the provisions located at Section K.

(c) *Price Proposal Format.* All price or cost amounts proposed shall be expressed to no more than two decimal places.

**L.9 SITE VISIT**

(a) An organized site visit is scheduled for [date] at [time] at the Congressional Budget Office. All attendees should meet in Room \_\_\_ of the Ford House Office Building located at 2<sup>nd</sup> and D Streets, SW in Washington D.C. No other site visits will be held. Directions to CBO can be found at: <http://www.cbo.gov/contacts/directions.cfm>

(1) Limited street and garage parking are available nearby but are not provided by CBO. The use of public transportation is encouraged. The Metro station nearest to the FHOB is



Federal Center SW. This station has only one exit, on the corner of 3<sup>rd</sup> and D Streets, SW, opposite the FHOB. The Federal Center SW station is on the Orange and Blue metrolines.

(b) *Requirements for Attendance.* We request that offerors who will be attending the site visit RSVP in writing by close of business on [date]. Provide your company name and the number of people in your party to the following person by any one of the following ways:

Point of Contact: Caryn Rotheim, Chief Acquisition Officer  
Fax No.: (202) 225-1484  
E-mail Address: caryn.rotheim@cbo.gov

(c) Attendance at the site visit is not mandatory, but highly recommended. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

END OF SECTION L

## SECTION M EVALUATION FACTORS FOR AWARD

### M.1 PROPOSAL EVALUATION CRITERIA – SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the Section L provisions entitled “Instructions for Preparing the Technical Proposal” and “Instructions for Preparing the Price Proposal.” The technical criteria are considered by CBO to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) *TECHNICAL CRITERIA.* Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine the extent to which it addresses the requirements of the RFP. Technical criteria are listed below in descending order of importance. Subfactors (if applicable) are considered to be of equal importance within a factor.

- Factor 1 – Design of the Conference Room Systems
- Factor 2 – Capability and Experience of the Contractor
- Factor 3 – Managerial Approach to the Work
- Factor 4 – Past Performance

(1) **Factor 1 – Design of the Conference Room Systems:** The offeror’s design will be evaluated to determine the extent to which it meets or exceeds the requirements of the SOW.

(2) **Factor 2 – Capability and Experience of the Contractor:** The offeror’s experience will be evaluated to determine the extent and relevancy of similar projects performed within the past three years.

(3) **Factor 3 – Managerial Approach to the Work:** The offeror’s proposed approach to the audit tasks will be evaluated to determine the extent to which it understands the tasks necessary to successfully accomplish each item, the methods proposed for approaching the tasks identified as necessary for accomplishing the objectives, and proposed staffing (professional, technical, support, and contracted) needed to complete the identified tasks. The information submitted for this factor should convincingly describe the capability of the offeror’s organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Section C of this solicitation.

(4) **Factor 4 – Past Performance:** The offeror’s relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past three years, taking into consideration timeliness and degree of customer satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror’s past performance, the government will consider references submitted by the offeror and may consider information from other sources.

By PAST PERFORMANCE, the government means the offeror’s record of conforming to specifications and standards of good workmanship; the offeror’s adherence to contract schedules, including the administrative aspects of performance; the offeror’s reputation for

reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

(b) *PRICE CRITERIA.* Offers will be evaluated based on the total proposed price for all contract line items (base items and periods and all option items and periods) using the Schedule in Section B of the solicitation. Price will not be assigned an adjectival rating.

## **M.2 EVALUATION ADJECTIVAL RATINGS**

This rating system identifies significant strengths, weaknesses, overall technical effectiveness and risks associated with each proposal. Each factor or subfactor is rated and is to be supported by narrative rationale.

(a) *Outstanding:* Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach that significantly exceeds stated requirements in a beneficial way. Consistently high quality performance can be expected.

(b) *Excellent:* Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be.

(c) *Acceptable:* The offeror has demonstrated an approach that is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.

(d) *Neutral:* Applies only to the Past Performance factor. This rating is applied when no relevant past performance information is provided or available for an offeror or a provided reference.

(e) *Marginal:* The offeror has demonstrated an approach that does not meet all the stated requirements. The response is considered marginal in terms of the basic contract and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.

(f) *Unacceptable:* The offeror has demonstrated an approach that significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

## **M.3 EVALUATION OF OPTIONS (JULY 1990)**

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

END OF SECTION M

### 3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

(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, price and other factors considered. The following factors, in descending order of importance, shall be used to evaluate offers:

- (i) Technical Approach to the Work
- (ii) Price
- (iii) Company Background, Experience, and Past Performance

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Non-price evaluation factors (i) and (iii) above, when combined, comprise 60% of the total evaluation weight. Evaluation factor (ii) above, Price, comprises 40% of the total evaluation weight.

#### Evaluation factor (i) Technical Approach to the Work

This will be evaluated based on the information the Offeror submits in their Operational Guide as part of the proposal (see "2.2. Offeror's/Performing Activity's Operational Guide" above). This evaluation factor will include the following sub-factors: (1) Work Plan; (2) Personnel Plan; (3) Sales Plan; (4) Scheduling Plan; and (5) Facilities Plan. Subfactor (1), Work Plan, is equal in weight to the other four subfactors combined. Subfactors (2) through (5) are of equal weight to each other.

#### Evaluation factor (ii) Price

Cost/Price and related criteria will comprise 40% of the total evaluation weight. Offers will be evaluated in accordance with the FAR, and offers that are materially unbalanced as to price may be rejected.

#### Evaluation factor (iii) Company Background, Experience, and Past Performance

This will be evaluated based on information the offeror includes in their proposal in response to Provision 1(b)(10) above. In particular, the information submitted for Past Performance should include: a list of a maximum of five projects where the firm has been engaged in projects comparable in type and scope to the work described in the SOW. For each project, include the name of the client, location, service provided, construction costs, year completed, and the project manager's name.