

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES
1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY			6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY	
NAME		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
		AREA CODE	NUMBER	
8. TO:			9. DESTINATION	
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE
c. STREET ADDRESS			b. STREET ADDRESS	
d. CITY			c. CITY	
d. CITY		e. STATE	f. ZIP CODE	d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

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

ITEM NO.	SUPPLIES/ SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY			c. TITLE (Type or print)		NUMBER	
e. STATE		f. ZIP CODE				

SECTION 1 - STATEMENT OF WORK

1.1 BACKGROUND

The Congressional Budget Office (CBO) is a small independent agency of the Congress with a staff of approximately 250 people. The agency provides economic and budgetary analysis to the Congress to aid in policy decisions. CBO is committed to equal employment opportunity and seeks to build an inclusive community of diverse and talented individuals. It is the goal of the agency to develop and implement an affirmative employment program for employees and applicants, and procedures for monitoring progress to ensure a workforce reflective of the diverse labor force.

To that end, CBO has begun efforts to develop and implement a comprehensive affirmative employment program and seeks a qualified Contractor with extensive experience in Affirmative Action Plan (AAP) development, particularly AAP statistical analysis, to analyze CBO workforce data and prepare and analyze affirmative employment statistical reports.

1.2 REQUIREMENTS

Specific areas of work include consultation on the approach to developing AAPs and the preparation of affirmative employment reports and analyses to be included in the AAP. The specific requirements include:

1.2.1 Workforce (Organizational) Profile

The Contractor shall review the data the agency has and make recommendations on additional data needs. They shall assist in the development of the required employee demographic and employment data and shall complete the requisite workforce and job group analysis. CBO positions shall be reviewed to ensure each position is assigned to an appropriate job group and mapped to the appropriate labor/census code. This process will be interactive with the relevant CBO staff so as to convey the basis for decisions about how the data are used. The required reports shall be prepared upon completion of the job group assignment, census mapping and verification process. A data file and reports consisting of the workforce/organizational profile and job group information shall be created to facilitate the availability and utilization analyses.

1.2.2 Availability Analysis

Regarding job group data on the relevant workforce, the Contractor shall make recommendations about the most appropriate type of statistical analysis to use in the availability analysis. In addition, the Contractor shall identify the range of data sources available and recommend the best/most current source(s) of data for the population. The Contractor shall then perform the appropriate availability analyses as required. The Contractor shall then produce a complete series of reports for use with narrative development. Census area data for each location shall be analyzed to enable a detailed analysis that compares incumbency to availability.

1.2.3 Incumbency vs. Estimated Availability Analysis

The Contractor shall conduct the incumbency vs. estimated availability analysis which compares the workforce at CBO (using the job group analysis demographics) with the computed available qualified workforce within the recruiting area and/or from feeder groups (using the internal availability analysis). Where underutilization occurs, the Contractor shall assist the Human Resources staff in identifying placement goals representing the percentage of minorities or women employed in a particular job group.

1.2.4 Personnel Transactions Analysis

The Contractor shall construct logs on all CBO human resources transactions for the relevant plan year using existing agency databases. These logs will include applicants for employment, hires, promotions, transfers, and terminations. Following the completion of each of the logs, the Contractor shall complete an adverse impact ratio analysis to help identify any potential problem areas within CBO's human resource management processes.

1.2.5 Plan Development

The Contractor shall provide guidance and input on the development of the AAP and recommendations and guidance for operational changes to facilitate the AAP in years to come. This input will take into consideration the small size of the agency and other factors that may be applicable, such as its specialized economic focus.

1.3 Special Considerations

- (1) The Contractor may include costs for specialized software for affirmative employment analysis and reporting, if necessary; though given the small sample, the use of Excel or other basic statistical tools is preferred.
- (2) All Contractor employees who will have access to CBO personnel information shall complete a Non-Disclosure Agreement prior to starting work under the contract (see clause CBO 25).
- (3) Experience working on AAPs with small organizations and those with similar workforces to CBO will be strongly considered.

1.4 Performance Period

The performance period of the contract will begin on the date of contract award and extend for three (3) calendar months thereafter.

SECTION 2 - CONTRACT CLAUSES

2.1 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.

2.2 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.

2.3 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> invoices@cbo.gov	<i>Fax invoices to:</i> (202) 226-3879	<i>Mail/deliver invoices to:</i> Office of Financial Management Congressional Budget Office 2 nd 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.

2.4 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 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 (b).

(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.

2.5 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 shall not be deemed an acceptance thereof and is without prejudice to any and all claims that CBO may have against the Contractor.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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 year for which this contract is entered into is contingent on the availability of appropriated funds.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in 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.

2.19 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 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 or schedule.

2.20 CBO 25 SECURITY FOR CONFIDENTIAL INFORMATION (APR 2009)

(a) All CBO information must be appropriately protected by the Contractor. The Contractor acknowledges that, during the course of this contract, the Contractor may become acquainted with and have access to certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, which may include, but is not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.

(b) Contractor who is maintaining CBO confidential information on the Contractor's computer system shall secure that information against loss (whether destruction or theft) and unauthorized access, use, modification, or disclosure. Unless measures are specified elsewhere in this contract, the Contractor shall use the same degree of care, but no less than a reasonable degree of care, as the Contractor uses to protect its own confidential information of a like nature to prevent loss, and unauthorized access, use, modification, or disclosure.

(c) The Contractor shall safeguard the security and confidentiality of all confidential information owned or licensed by CBO or used by CBO in the conduct of its business. The Contractor shall comply with all CBO security requirements and protocols and agrees not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under this contract. Contractor employees, representatives or agents working on or with CBO systems, whether on- or off-site, will be required to execute individual non-disclosure agreements consistent with this clause. (See Attachment 1 at Section J.)

(d) These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United

States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling. (See Attachment at following page.)

**CONGRESSIONAL BUDGET OFFICE
Non-Disclosure Agreement**

Pursuant to Contract No. _____

I, _____, the undersigned,—

1. Acknowledge that, during my performance under contract with the Congressional Budget Office (CBO), I may have access to and there may be disclosed to me certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, including, but not limited to: assumptions and other specifications; draft legislative proposals or initiatives; IT security measures; trade secrets, commercial and financial information, and other proprietary business data; and any underlying or supporting documents.
2. Acknowledge that I am subject to the computer crime statute, 18 U.S.C. §1030, that imposes criminal penalties for unauthorized access to government computer systems (or access in excess of authority) and for disclosure, use, or modification of information contained on such systems.
3. Agree not to make or retain copies of confidential information, and agree not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under the contract identified above.
4. Acknowledge that CBO may notify any third party or employer of the existence of this agreement and shall be entitled to full relief for any breach.
5. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

Signed this _____ day of _____, 20__.

Contractor Employee

CBO Form 02-DO-GC-004A-IT (Rev. 04/09)

SECTION 3 – REPRESENTATIONS AND CERTIFICATIONS

3.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

(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 541612 (Human Resources Consulting Services).
 - (2) The small business size standard is average annual receipts of \$7.0 million.
 - (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) 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 (c)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is, [] is not a women-owned small business concern.
- (6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.
- (7) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126.

SECTION 4 - INSTRUCTIONS TO OFFERORS AND EVALUATION FACTORS

4.1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION

(a) *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. Offers may be submitted on the SF 18, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) The technical information described at paragraph 4.3 of this solicitation.
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Section 3 of this solicitation;
- (9) Acknowledgment of Solicitation Amendments;
- (10) 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
- (11) If the offer is not submitted on the SF 18, 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.

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

(c) *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) (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 facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. 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.

(d) *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.

(e) *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.

4.2 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 CBO via Internet electronic mail.

“Facsimile 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 CBO 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.
(2) The telephone number of receiving facsimile equipment is: (202) 226-2714.

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

- (1) Adobe Acrobat PDF version 6 or later.
- (2) Microsoft Word 2000 or later.
- (2) WordPerfect 10 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 immediately shall notify the offeror 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) CBO 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 promptly shall submit the complete original signed proposal.

4.3 INSTRUCTIONS FOR PREPARING THE TECHNICAL QUOTE SECTION

(a) Technical Quotes submitted in response to this solicitation shall contain the following information in the order cited to facilitate evaluation by the Congressional Budget Office:

(1) **Factor 1 – 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.

(i) Provide sample AAPs and descriptions of the data sources and methodology used to do the data analysis and complete the project. Most beneficial would be examples from an organization of similar size and/or workforce make up.

(ii) Provide any other available information which indicates that the offeror has the capability and/or experience necessary to perform the work required by the solicitation.

(2) **Factor 2 – Technical and Managerial Approach to the Work.** This factor addresses the offeror’s proposed overall technical approach to perform the work required by this solicitation, including but not limited to:

- (i) Provide a work plan that addresses the proposed methods, techniques, and schedule for performing the tasks related to developing the AAP. Include a discussion of any anticipated problems and solutions.
- (ii) Describe the estimated number of employees (full- and part-time) and their position descriptions (including general qualifications) who will be performing the tasks. Specifically indicate who will be managing the project and describe that individual’s experience leading similar engagements.

(3) **Factor 3 – Past Performance.** Although CBO 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) Provide three (3) or more companies/agencies for whom the offeror recently (completed within the last five years or ongoing) performed contracts, similar in scope and magnitude to the work required under this solicitation.
 - (A) The offer shall list contact information (name and telephone number, at a minimum) of all references provided, with a short description of the reference project.
 - (B) Where possible, the proposal shall identify past projects executed by the proposed project team (or selected team members) and include references or letters that describe the team’s performance.
 - (C) CBO may use other references/information to verify past performance.
 - (D) The offeror may provide awards, letters or other documentation as it relates to their Past Performance.
 - (E) Corporate and/or government references are equally acceptable for past performance.

4.4 OFFER EVALUATION CRITERIA

CBO 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 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. The following factors shall be used to evaluate offers:

(a) *TECHNICAL CRITERIA.* Each offeror’s quote will be evaluated in accordance with the technical criteria listed below to determine the extent to which it addresses the requirements of the RFQ. Technical criteria are listed below in descending order of importance.

(1) **Factor 1 – 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 five years. Experience with government agencies is highly desirable, as is experience with agencies in the Legislative Branch.

(2) **Factor 2 – Technical and Managerial Approach to the Work:** The offeror’s proposed approach to the tasks related to developing the AAP 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.

(3) **Factor 3 – Past Performance:** The offeror's relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client 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, CBO 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 proposed lump sum price entered in the Schedule (Block 11) on Standard Form 18 of the solicitation. Price will not be assigned a rating.