



Solicitation No. CB08-RFP0001  
Full and Open Competition

## **Modular and Systems Furniture**

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

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<b>SOLICITATION, OFFER, AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER CB08-RFP0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
5. DATE ISSUED 01/07/2008		6. REQUISITION/PURCHASE NUMBER R1 CB2008-0066			
7. ISSUED BY Procurement Services Congressional Budget Office 406 FHOB 2nd & D Sts., SW ProcurementServices@cbo.gov Washington, DC 20515			8. ADDRESS OFFER TO (If other than Item 7) Congressional Budget Office Facilities and Supply Store 476 FHOB 2nd & D Streets, SW Attn: Procurement Services Washington, DC 20515-0001		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in N/A until 17:00:00 local time 02/08/2008  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions

10. FOR INFORMATION CALL:	A. NAME Caryn Rotheim		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS ProcurementServices@cbo.gov
			AREA CODE 202	NUMBER 226-9850	EXT.	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS		
				NUMBER	PERCENTAGE	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER					

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (if other than Item 7) CODE			25. PAYMENT WILL BE MADE BY Congressional Budget Office Office of Financial Management invoices@cbo.gov OR Fax: 866-754-3302 Washington, DC 20515		
26. NAME OF CONTRACTING OFFICER (Type or print) Caryn Rotheim			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.





## SECTION B – Supplies or Services and Prices/Costs

### B.1 GENERAL DESCRIPTION

The Congressional Budget Office (CBO) has a requirement for a contractor to supply modular and systems furniture, as described in the Statement of Work at Section C. The Contractor shall deliver furniture and required associated hardware as specified on individual delivery orders. Design work and installation are not required under this contract.

### B.2 PRICE SCHEDULE

This is a firm fixed-price indefinite-delivery indefinite-quantity (IDIQ) type contract. The price schedule below serves as a placeholder for each performance period of the contract. The contract price will consist of the cumulative total delivery order amounts issued during the contract period.

Offerors shall list all the necessary items, the quantity, and the unit and extended prices for each item proposed for the three Sample Designs provided at Attachment 1 of Section J. The Sample Designs are of three typical configurations used by CBO. These prices will be used for offer evaluation purposes only; individual delivery orders will be priced as requirements occur. Offerors may propose prices based on an existing Government-wide contract, such as a GSA Schedule contract, or Open Market, or a combination of both. Additional cost/price information that must be submitted with the proposal is contained in Section L of this solicitation.

Item No.	Description	Quantity & Unit
0001	<b>Base Year:</b> Supply modular and systems furniture as required by individual delivery orders	1 Year
0002	<b>Option Year 1:</b> Supply modular and systems furniture as required by individual delivery orders	1 Year
0003	<b>Option Year 2:</b> Supply modular and systems furniture as required by individual delivery orders	1 Year
0004	<b>Option Year 3:</b> Supply modular and systems furniture as required by individual delivery orders	1 Year
0005	<b>Option Year 4:</b> Supply modular and systems furniture as required by individual delivery orders	1 Year

### B.3 PRICING OF DELIVERY ORDERS

CBO will issue a Request for Quote to the Contractor prior to issuance of each delivery order, to ascertain the current prices and items available, as applicable. CBO will issue delivery orders on

a firm fixed-price basis based on the final quote received. Quotes shall include pricing for installation by the contracted installation firm, all costs of delivery f.o.b. destination to the CBO-specified delivery point, and the standard manufacturer's warranty.

END OF SECTION B

## SECTION C – Description/Specifications/Statement of Work

### C.1 BACKGROUND AND PROJECT DESCRIPTION

In 1999, the Congressional Budget Office (CBO) began its renovation of office space using a combination of casegood, modular and systems furniture. The product lines selected for the renovation were Herman-Miller Action Office II, Meridian 5000, and Kimball Definitions. The product lines were integrated using similar matching wood surfaces and metal paint finishes.

The historical volume of furniture requirements fluctuates from year to year depending on such factors as hiring rates, staff turnover, reorganizations, and available funding. The following table lists the historical volume of furniture purchases for the past three fiscal years:

Time Period	Spend Amount
Fiscal Year 2005 (October 1, 2004 through September 30, 2005)	\$100,000
FY2006 (October 1, 2005 through September 30, 2006)	\$20,000
FY2007 (October 1, 2006 through September 30, 2007)	\$60,000

As a general guide to quality and style (in addition to the manufacturers and product lines listed above), CBO is looking for furniture items that are priced comparable to the range of the current CBO furniture acquisitions.

### C.2 SCOPE OF WORK

CBO has a requirement for a contractor to provide furniture that matches the existing product lines in look and quality. The scope of this work involves working with the Contracting Officer's Technical Representative (COTR) and the contracted interior designer on the design and specification of furniture solutions comparable to the product lines already in use within CBO. Drawings and specifications will be delivered by the COTR to the Contractor for final pricing, which is to include pricing for installation by the contracted installation firm. Furniture shall be designed for specific offices or suites, and will not be a comprehensive floorplan design as the space is currently occupied and swing space is limited.

#### C.2.1 SALIENT CHARACTERISTICS

The furniture items shall be Herman-Miller Action Office II, Meridian 5000, or Kimball Definitions, or equal, in accordance with the following salient characteristics:

1. Sturdy construction, quality materials and design;
2. Flexibility in design, ability to reconfigure easily;
3. Ability to incorporate wood finishes with metal construction in a similar fashion to CBO's current design;
4. Quality, professional appearance of the furniture; and
5. Demonstrated durability.

See the Section L provision at FAR 52.211-6, Brand Name or Equal, for information that must be included with the offer to evaluate the proposed furniture items.

### **C.3 DELIVERY ORDER PROCESS**

CBO has retained the services of an interior designer, Bellman and Company (Bellman), which works with the COTR to design and specify the product for each office or suite. The designs and specifications are delivered by the COTR to the furniture contractor for a price quote, including delivery and installation costs (see next paragraph), and a delivery order is issued based on that quote. Designs will be provided electronically in AutoCAD format.

CBO has an existing relationship with Delta Installation Group, Inc. (Delta), for the reconfiguration of existing office furniture and the off-site storage of excess and surplus product. Delta has a valuable knowledge of the agency and the building requirements and working environment. Because of this existing relationship, the Contractor shall subcontract with Delta for the delivery and installation of furniture products. Product shall be delivered to the Delta warehouse and scheduled for delivery to CBO by Delta trucks and installers.

END OF SECTION C

## **SECTION D – Packaging and Marking**

### **D.1 IDENTIFICATION OF CONTRACT DELIVERABLES (NOV 2004)**

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government 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.

The Contractor shall coordinate with Delta Installation regarding any special packaging or markings required for delivery of items to and storage at their facility.

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 shall not be deemed an acceptance thereof and 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 CONTRACT PERFORMANCE PERIOD – BASE AND OPTIONS (FEB 2007)**

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

- (a) The performance period for the Base Year of the contract will commence on the date of contract award and extend for one calendar year thereafter.
- (b) If each successive option year is exercised (see clause 52.217-09, Option to Extend the Term of the Contract, in Section I), the performance periods for Option Years 1 through 4 will commence the day after completion of the prior one-year performance period and extend for one calendar year each.

See clause CBO 32, Indefinite Quantity, for the conditions relating to completion of delivery orders issued prior to the ending date of the contract.

### **F.2 DELIVERY PERIOD FOR DELIVERY ORDERS (NOV 2007)**

- (a) The delivery of supplies to be furnished under this contract shall be made only as authorized by orders issued in accordance with clause CBO 31, Ordering.
- (b) The Contractor shall be required to complete the entire work not later than the delivery date specified in each delivery order.
- (c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for similar supplies.
- (d) The Contractor shall acknowledge receipt and acceptance of each Delivery Order in writing within one (1) day of its issuance. The acknowledgement shall include confirmation of the delivery date. Such acknowledgement shall be submitted to the Contracting Officer with a copy furnished to the Contracting Officer's Technical Representative.
- (e) A delivery order is considered complete when all required items have been delivered and accepted.

### **F.3 DELIVERY INFORMATION – THIRD-PARTY LOCATION (NOV 2007)**

- (a) Unless otherwise specified, all supplies or equipment required under this contract shall be shipped f.o.b. destination to the following address:

Delta Installation Group, Inc.  
7459 Candlewood Road  
Hanover, Maryland 21076  
Phone: (410) 684-3155

(b) Delivery times and other requirements shall be coordinated directly with the designated delivery contractor. See the clause at H.1 entitled “Other Contracts” for point of contact information for the designated delivery contractor.

(c) *Packing lists and shipping notification.* For all shipments made under this contract, the Contractor shall provide itemized packing lists enumerating the specific contents of each shipping container, as follows:

- (1) One copy to accompany each shipment of the supplies.
- (2) One copy shall be submitted to the Contracting Officer’s Technical Representative.
- (3) One copy shall be submitted to the third-party delivery point of contact referenced in paragraph (b) above.

At the time of shipment of the supplies, the Contractor shall notify the COTR of the expected delivery date for each shipment at the destination.

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 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.

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

The Government 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.

### **G.3 AUTHORITY TO ISSUE ORDERS**

In reference to clause CBO 31, Ordering, any Congressional Budget Office Contracting Officer, acting within the limits of their appointed authority, is authorized to issue Delivery Orders under this contract. All orders issued under this contract shall be in writing and distributed by e-mail or fax; oral orders are not authorized.

END OF SECTION G

## SECTION H – Special Contract Requirements

### H.1 OTHER CONTRACTS

CBO has awarded other contracts for work related to the work under this contract. The Contractor shall fully cooperate with the other contractors and shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

The designated design contractor and point of contact is:

<b>Name:</b>	Bellman and Company		
	<b>Mailing Address:</b> 1300 Army Navy Drive Suite 614 Arlington, VA 22202		
<b>POC:</b>	Kirk Bellman		
<b>Phone No.:</b>	(703) 920-1635	<b>Fax No.:</b>	(703) 920-1635
<b>E-mail:</b>	Kirktb@aol.com		

The designated delivery and installation contractor and point of contact is:

<b>Name:</b>	Delta Installation Group, Inc.		
	<b>Mailing Address:</b> 7459 Candlewood Road Hanover, MD 21076		
<b>POC:</b>	Randy Poole		
<b>Phone No.:</b>	(301) 621-1210	<b>Fax No.:</b>	(410) 684-6846
<b>E-mail:</b>	rpoole@deltaig.com		

In the event any of the above information changes, CBO will notify the Contractor within 3 business days of the change, and will provide new contact information within 3 business days of it being known.

END OF SECTION H

## **PART II—CONTRACT CLAUSES**

### **SECTION I – Contract Clauses**

#### **I.1 CBO 01 TERMS AND CONDITIONS LIMITED (MAY 2003) ALTERNATE II (OCT 2004)**

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.

Supplies and services purchased under a Government-wide contract (i.e., GS Schedule, SEWP, etc.) contract number referenced on a delivery order are subject to the terms and conditions of the referenced Government-wide contract, as supplemented by the following terms. If any of the terms or conditions in the Government-wide contract and this supplement are inconsistent, the terms and conditions of the Government-wide contract shall govern, unless otherwise agreed between the parties.

#### **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:

<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
<i>E-mail invoices to:</i> <a href="mailto:invoices@cbo.gov">invoices@cbo.gov</a>	<i>Fax invoices to:</i> (866) 754-3302	<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 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.

#### **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 year 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.

**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 (MAY 2003)**

(a) It is the policy of CBO that, to the fullest extent practicable, disputes over matters such as terms and conditions should be informally and expeditiously resolved between the Contractor and the Contracting Officer.

(b) If a dispute cannot be resolved between the Contractor and the Contracting Officer, an appeal regarding a dispute shall be made in writing to:

Office of General Counsel  
Congressional Budget Office  
496 Ford House Office Building  
Washington, DC 20515

Any written appeal regarding a dispute shall be decided by the Deputy General Counsel (DGC), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the receipt of such copy, if no further appeal is taken, the decision of the DGC shall be final and conclusive.

(c) The Contractor may appeal the decision of the DGC in writing to the Deputy Director, or a designee.

Deputy Director  
Congressional Budget Office  
405 Ford House Office Building  
Washington, DC 20515

The Deputy Director shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy shall be final and conclusive. Upon final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the final decision.

**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 CBO 21 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)**

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

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

b. General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

- (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

c. Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The

Contractor may advise the State agency when it is no longer bound by this contract clause.

d. *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

e. Postings.

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
  - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
  - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) 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 the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

f. *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

g. *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**I.19 CBO 22 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)**

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled “Federal Contractor Veterans’ Employment Report (VETS-100 Report).”

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

- (1) The information is voluntarily provided;
- (2) The information will be kept confidential;
- (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
- (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**I.20 CBO 31 ORDERING (MAY 2004)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or a task order and this contract, the contract shall control.

(c) Orders may be issued by facsimile or by e-mail. If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail.

**I.21 CBO 39 ORDERING QUANTITIES - INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT (OCT 2004)**

The Government will order, and the Contractor shall furnish, at least the minimum and not to exceed the maximum quantity of supplies or services as specified below.

(a) *Minimum quantity:* \$5,000 (during the entire contract period)

(b) *Maximum quantity:* \$200,000 (per performance period)

**I.22 CBO 32 INDEFINITE QUANTITY (MAY 2004)**

(a) This contract includes indefinite-quantity line items for supplies or services specified as such, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule as “IDIQ” are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued by any CBO Contracting Officer or designated representative (COTR). The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified as “IDIQ” in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this

contract after 90 calendar days following the expiration date of the contract, including any options exercised.

**I.23                    ORDERS UNDER INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACTS (MAY 2000)**

Delivery Orders will be individually priced as requirements arise. When agreement is reached, Delivery Orders will be issued on Form OF-347, Order for Supplies or Services. Each Delivery Order will specify:

- (1)     Date of the order, contract number, Delivery Order number, accounting and appropriation data, and required delivery date.
- (2)     A parts listing based on the Contractor's quote itemizing the items to be delivered under the Delivery Order; quantities of items ordered; detailed drawings, if applicable; and any other pertinent technical requirements, instructions, or terms and conditions.

**I.24                    FAR 52.217-9    OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a)     The Agency may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to expiration of the contract; provided that the Agency 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 Agency to an extension.

(b)     If the Agency 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 five (5) years.

END OF SECTION I

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

**SECTION J – List of Attachments**

**J.1 LIST OF CONTRACT DOCUMENTS**

<b>ITEM NO.</b>	<b>ATTACHMENT NAME</b>	<b>NO. OF PAGES</b>
Attachment 1	Sample Designs for Price Proposal	1
Attachment 2	Past Performance Questionnaire [To be sent to references; see Section L provision “Instructions for Preparing the Technical Proposal”]	4

**Note:** Documents (including files for electronic submission of proposal data) may be obtained from the following location:

<http://www.cbo.gov/procurement/opps.cfm>

END OF SECTION J



**PAST PERFORMANCE QUESTIONNAIRE FOR  
MODULAR AND SYSTEMS FURNITURE  
Solicitation Number CB08-RFP0001**

The company listed below is being considered for a contract award by the Congressional Budget Office, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency or firm. This information is considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent that it will not be released to non-evaluation team government personnel or the company whose performance is being evaluated.

In order to maintain the integrity of the source selection process, we respectfully request that you not divulge the name of the company nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. Please return this form via fax to (888) 734-1760 or via e-mail to [ProcurementServices@cbo.gov](mailto:ProcurementServices@cbo.gov). Questions may be addressed to Ms. Caryn Rotheim, Chief Acquisition Officer, at (202) 226-9850.

**Name of Firm being evaluated:** \_\_\_\_\_

**Your Agency/Company Name:** \_\_\_\_\_

**Your Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Title of Project:** \_\_\_\_\_

**Your role or function in relation to this project:** \_\_\_\_\_

**Ratings:** Please evaluate the contractor's performance using the following ratings:

- |                      |   |
|----------------------|---|
| “O” Outstanding      | The contractor's performance clearly exceeded the contract requirements.                |
| “S” Satisfactory     | The contractor's performance met the contract requirements.                             |
| “M” Marginal         | The contractor's performance met the minimum contract requirements but with difficulty. |
| “U” Unsatisfactory   | The contractor's performance was poor and/or did not satisfy contract requirements.     |
| “N/A” Not Applicable | The item does not apply to or did not occur on the project.                             |

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. (Use additional sheets as needed.)

1. The relationship between the contractor and your contract team (Contracting Officer, Contracting Officer's Representative (COR), Project Manager).

**Rating:** \_\_\_\_\_

**Comments:**

2. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

**Rating:** \_\_\_\_\_

**Comments:**

3. Performance in meeting delivery/completion schedules.

**Rating:** \_\_\_\_\_

**Comments:**

4. What did the contractor do to address schedule problems, if any?

**Rating:** \_\_\_\_\_

**Comments:**

5. The contractor's quality control.

**Rating:** \_\_\_\_\_

**Comments:**

6. The contractor's performance in delivering quality work in accordance with the contract.

**Rating:** \_\_\_\_\_

**Comments:**

7. The contractor's ability to provide the required work at a reasonable total price.

**Rating:** \_\_\_\_\_

**Comments:**

8. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.

**Rating (Yes/No or N/A):** \_\_\_\_\_

**Comments:**

9. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work.

**Rating (Yes/No):** \_\_\_\_\_

**Comments:**

10. Was the customer satisfied with the end product?

**Rating (Yes/No):** \_\_\_\_\_

**Comments:**

11. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results?

**Rating (Yes/No or N/A):** \_\_\_\_\_

**Comments:**

12. Has the contractor filed any claims? If so, how many and to what extent? Are any claims outstanding? If so, why?

**Rating (Yes/No or N/A):** \_\_\_\_\_

**Comments:**

13. **OVERALL RATING:** \_\_\_\_\_

14. Please provide any additional comments:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



“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 442110 (Furniture Stores).
  - (2) The small business size standard is \$6.5 million average annual receipts.
  - (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) *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.
  - (4) *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.

### **K.3 TAXPAYER IDENTIFICATION**

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

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

(d) *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.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(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 parent 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) If located within the United States, by calling Dun and Bradstreet at (800) 234-3867 or via the Internet at <http://www.dnb.com/US/>; or
  - (ii) If located outside the United States, via the Internet at <http://www.dnb.com/> and selecting the appropriate region; or by contacting the local Dun and Bradstreet office.

**K.5 USE OF NON-GOVERNMENT ADVISORS (NOV 2007)**

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

- (1) Bellman and Company (design contractor)
- (2) Delta Installation Group, Inc. (delivery and installation contractor)

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

- (1) Any objection to disclosure:
  - (i) Shall be provided in writing to the Contracting Officer within 10 days of RFP issuance; and
  - (ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors.

(2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Company Name:	
Name (individual authorized to commit firm):	
Title:	
Date of Execution:	

END OF SECTION K

## SECTION L – Instructions, Conditions, and Notices to Offerors

### L.1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) *General Information:* Proposals shall be submitted electronically to [ProcurementServices@cbo.gov](mailto:ProcurementServices@cbo.gov) by the proposal due date and time (see solicitation provision CBO 28, Electronic Mail And Facsimile Proposals, for acceptable file formats). Additionally, the designated number of hard copies shall be submitted as indicated in the provision at paragraph L.2, Proposal Submissions.

(2) 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 Procurement Services address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. Only hard copies mailed to the address shown in Section A, plus electronic mail and facsimile proposals and modifications, will be accepted (see

solicitation provisions “Proposal Submissions” at paragraph L.2 and CBO 28, Electronic Mail and Facsimile Proposals).

- (3) The first page of each proposal volume must show—
  - (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available); and
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.

(4) Offerors are responsible for submitting proposals, and any modifications or revisions, 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 5:00 p.m., local time, for the designated government office on the date that proposal or revision is due.

- (i) Any proposal, modification, or revision 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 proposals; 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) It is the only proposal received.
- (ii) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of government personnel.
- (iv) If an emergency or unanticipated event interrupts normal government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn

orally. If the solicitation authorizes electronic mail and facsimile proposals, proposals may be withdrawn via electronic mail or facsimile received at any time before award, subject to the conditions specified in the provision at CBO 28, Electronic Mail and Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(5) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(6) Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.

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

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

(9) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:  
“This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

(2) Mark each sheet of data it wishes to restrict with the following legend:  
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(f) Contract award.

(1) The government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The government may reject any or all proposals if such action is in the government's interest.

(3) The government may waive informalities and minor irregularities in proposals received.

(4) The government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the government.

(8) 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.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.



(b) Offerors may submit email or facsimile proposals as responses to this solicitation by the time and date specified in Section A. Email and facsimile proposals are subject to the same rules as paper proposals.

- (c) (1) The email address for receiving proposals is: [ProcurementServices@cbo.gov](mailto:ProcurementServices@cbo.gov).  
(2) The telephone number of receiving facsimile equipment is: (888) 734-1760.

- (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.  
(3) WordPerfect 10 or later.  
(4) 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) If only email or facsimile proposals are requested, 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 promptly shall submit the complete original signed proposal.

#### **L.4 TYPE OF CONTRACT (APR 1984)**

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

#### **L.5 APPLICATION OF PERIOD FOR ACCEPTANCE OF OFFER (MARCH 2000)**

For purposes of establishing the acceptance period, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the initial offer, if award is made without discussion. If negotiations are conducted, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the final proposal revision and shall commence on the due date for receipt of final proposal revisions.

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

(a) Proposals shall be submitted in two separate volumes or files: (1) A Technical Proposal which content and arrangement shall be as described in the Section L provision entitled,

“Instructions for Preparing the Technical Proposal,” and (2) a Price Proposal, which shall be prepared in detail on a basis as described and 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. Include in the applicable areas of the proposal any assumptions made or exceptions taken.

(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 subdivided into four subsections. The offeror shall address each factor as noted below:

**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, and that it has knowledgeable and reliable product representative(s).

**Factor 2 – Descriptive Literature.** The offeror must include sufficient information to document the quality, flexibility, and look and function of the furniture proposed, to match the salient characteristics of the existing furniture.

**Factor 3 – Existing Installations.** The offeror shall provide references for a minimum of three (3) existing installations within the metropolitan Washington, DC area. The installations shall be of furniture identical or closely similar to items the offeror is proposing under this solicitation, and shall have been installed within the past three years.

- (i) *Site Visits.* CBO reserves the right to conduct a site visit of references provided by the offeror for Factor 3. References shall be available within one week of the request to accommodate a site visit, the results of which will be considered in the final evaluation.

**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) The attachment entitled “Past Performance Questionnaire” (Attachment 2 at Section J) shall be provided to 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. The questionnaire(s) must be faxed by the companies/agencies to the attention of Caryn Rotheim at (888) 734-1760 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire or other reference information is not received.
  - (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) The proposal shall list contact information (name and telephone number, at a minimum) of all references to whom a questionnaire was sent to assist CBO in tracking responses.
  - (D) Corporate and/or government references are equally acceptable for past performance.

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

(a) Furnish a listing of all hardware items that would need to be purchased to implement the offeror’s proposed system based on the sample designs provided at Attachment 1 of Section J. Provide the quantity and unit price of each item. This includes large items such as desktops and shelves, as well as small items such as screws and hinges, and other equipment that the offeror includes in their proposal. The term “unit price” means the actual cost paid by the offeror to its supplier of the product, plus the Contractor’s standard markup rates for overheads, General and Administrative (G&A), and profit. The offeror shall list separately the percentage rates of ALL markups and additional costs for comparison purposes. Prices should include the standard manufacturer’s warranty.

**NOTE:** The proposal shall not include the monetary costs of delivery to and installation by the designated delivery point (Delta Installation). However, if the offeror routinely adds a fee or percentage for such services, these costs shall be listed in the offer.

(b) 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.

(c) The Price Proposal will 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) An itemized listing of all items for the three Sample Designs provided at Attachment 1 of Section J, with prices entered for all line items.
- (3) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K, of this solicitation.

**L.9 FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
- (2) Clearly identify the item by—
  - (i) Brand name, if any; and
  - (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
- (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified or included in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

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 – Capability and Experience of the Contractor
- Factor 2 – Descriptive Literature
- Factor 3 – Existing Installations
- Factor 4 – Past Performance

(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 coordinating with other contractors for design and installation services is highly desirable.

(2) **Factor 2 – Descriptive Literature:** The product literature provided will be evaluated to determine the extent to which the proposed product line is suitable, flexible, and within the look and function of the existing product. The quality and durability of the proposed product must be equal to or exceed that of the existing product used by the agency since 1999.

(3) **Factor 3 – Existing Installations:** The offeror’s similar existing installations will be evaluated to determine the extent to which they meet the salient features of the requirement contained in Section C of this solicitation, as well as its durability over time and usability by the end users.

(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 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, 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 the three sample designs provided at Attachment 1 of Section J. 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 which 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 which 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 which 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 which 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.

END OF SECTION M