

REQUEST FOR QUOTES (RFQ)  
FOR  
IT PROJECT MANAGEMENT SUPPORT SERVICES  
SOLICITATION NO. CB24-RFQ0009

Congressional Budget Office  
Washington, DC

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 33							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER CB24-RFQ0009		6. SOLICITATION ISSUE DATE 08/23/2024					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME 09/11/2024 12:00 ET					
9. ISSUED BY		CODE		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS:  SIZE STANDARD:									
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS				13b. RATING							
<input type="checkbox"/> SEE SCHEDULE						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>							
15. DELIVER TO Congressional Budget Office, Supply Store 2nd and D Streets, SW Room 476 FHOB Washington, DC 20515-0001		CODE		SSCBO		16. ADMINISTERED BY Acquisitions Office Congressional Budget Office FHOB, 2nd & D Streets SW Acquisitions@cbo.gov Washington, DC 20515		CODE AOCBO					
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Congressional Budget Office Office of Financial Management invoices@cbo.gov Washington, DC 20515							
Telephone No.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	

See Lines

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED	

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Prescribed by GSA - FAR (48 CFR) 53.212

**Section 1 - Continuation Sheet**

Offerors shall provide the applicable hourly rate for the services they propose to satisfy the requirements in the Statement of Work in the Price Schedule below. The quantities stated in the Schedule are estimated quantities for comparison of offers. Offerors should apply the rates from their current GSA contract.

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)				
0001	Base Year: IT Project  Manager Support  Services  Labor Hours  PSC:	1,040.000000	HR						
	Period of Performance:09/18/2024 - 09/17/2025								
	Description:The Congressional Budget Office has a requirement for a Contractor to provide IT project management support services. See the Statement of Work for details. The performance dates listed are estimates and will commence on the date of award.								
	Pricing Options: Indicator: Base								
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)				
0002	Option Year 1: IT  Project Manager  Support Services  Labor Hours  PSC:	1,040.000000	HR						
	Period of Performance:09/18/2025 - 09/17/2026								
	Description:The Congressional Budget Office has a requirement for a Contractor to provide IT project management support services. See the Statement of Work for details. The performance dates listed are estimates and will commence on the date of award.								
	Pricing Options: Indicator: Option								
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)				
0003	Option Year 2: IT  Project Manager  Support Services  Labor Hours  PSC:	1,040.000000	HR						
	Period of Performance:09/18/2026 - 09/17/2027								
	Description:The Congressional Budget Office has a requirement for a Contractor to provide IT project management support services. See the Statement of Work for details. The performance dates listed are estimates and will commence on the date of award.								
	Pricing Options: Indicator: Option								

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0004	Option Year 3: IT	1,040.000000	HR		
	Project Manager				
	Support Services				
	Labor Hours				
	PSC:				
Period of Performance:09/18/2027 - 09/17/2028					
Description:The Congressional Budget Office has a requirement for a Contractor to provide IT project management support services. See the Statement of Work for details. The performance dates listed are estimates and will commence on the date of award.					
Pricing Options: Indicator: Option					
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0005	Option Year 4: IT	1,040.000000	HR		
	Project Manager				
	Support Services				
	Labor Hours				
	PSC:				
Period of Performance:09/18/2028 - 09/17/2029					
Description:The Congressional Budget Office has a requirement for a Contractor to provide IT project management support services. See the Statement of Work for details. The performance dates listed are estimates and will commence on the date of award.					
Pricing Options: Indicator: Option					

## **Continuation of Blocks from SF-1449**

### **How to Request and Receive Explanations and Clarifications of this Solicitation**

Any prospective offeror who requires an explanation or interpretation of the Solicitation requirements should submit their question(s) in writing via email to [Acquisitions@cbo.gov](mailto:Acquisitions@cbo.gov) no later than 5:00 PM (EDT) on Wednesday, August 28, 2024. Any information given to a prospective offeror concerning this Solicitation will be furnished promptly to all other prospective offerors on GSA e-Buy via an amendment to the Solicitation. Questions that are vague, illegible, or irrelevant to the Solicitation, or submitted after the cut-off date/time established may not receive a response.

Only Acquisitions Office staff are authorized to answer questions about this Solicitation. CBO is not responsible for any information provided about the Solicitation by any other source.

### **Amendments to the Solicitation**

All amendments to this Solicitation will be posted on the GSA e-Buy website. Amendments will NOT be posted in any other location.

Prospective offerors bear complete responsibility for ensuring that all amendments have been downloaded, reviewed, and compiled within the preparation of the offer. Furthermore, offerors are required to acknowledge ALL amendments as a part of their offer submission. Failure by an offeror to acknowledge all amendments may result in its offer being rejected as non-responsive to the Solicitation requirements.

## **Part 2 – Statement of Work**

### **Support Services: IT Project Management**

#### **2.1 General Background**

The Congressional Budget Office (CBO) is a small nonpartisan Legislative Branch agency that provides independent, objective economic and budgetary analysis to the Congress to aid in policy decisions. The agency employs approximately 275 employees, the majority of whom are professional staff working in the areas of economic analysis and public policy.

#### **2.2 Objectives**

The Information Resources Management and Technical Services Unit (IRM&TS) has a requirement for a Contractor to provide IT project management support services.

#### **2.3 Scope of Work for IT Project Management Support**

The contractor shall be responsible for supporting IRM&TS management as directed, assisting with tasks such as strategic planning, project tracking or the development of documents and presentations. The contractor will also participate within a team to oversee the design, management, delivery, enhancement, and modernization of the current network infrastructure.

##### **2.3.1 IT Project Manager Requirements**

The Contractor shall provide qualified personnel with the following knowledge, skills, and abilities:

- Must be able to effectively quantify specific, detailed information for their recommendations in written and verbal formats
- A versatile understanding of Information Technology (IT) and Cybersecurity capabilities
- A working understanding technology integration with physical, virtual, and cloud-based solutions
- A strong verbal and written communications skills to facilitate clear and concise delivery statuses on multiple, concurrent activities
- The ability to perform contract analysis, schedule reviews, and cost estimations (i.e., Service Portfolio Management)
- Attention to detail
- The ability to prepare program plans, contract cost-analysis, contract management; to include budget and schedule development
- Experience with project management tools
- Experience developing policies, procedures, and work instructions

Preferred Education: Bachelor's degree in an IT-related field

Preferred Certifications: PMP or a minimum of 10 years of experience

Security clearance not required. A background check is conducted through Capitol Police to access the CBO network.

##### **2.3.2 IT Project Management Support Tasks**

The Contractor employees shall perform the tasks listed below consistent with instructions and guidance provided by the Contracting Officer's Representative and by providing advice, opinions, recommendations, or ideas to CBO employees.

- Assist with management and tracking of IT strategic plan, tasks and projects

- Assist with revising and maintaining a roadmap of IT infrastructure projects and upgrades that are prioritized and assigned for execution
- Assist with project management
- Assist with budget/cost analysis and comparison
- Assist with development and/or review of policies and procedures
- Assist with technical reviews of IT tasks

## **2.5 Place of Performance**

Remote work is authorized under this contract; however, at CBO's discretion, contractor employees may be required to work on-site at CBO facilities without reimbursement for related travel or expenses. The on-site work under this contract will be performed primarily at the following location:

Congressional Budget Office  
Ford House Office Building, 4<sup>th</sup> Floor  
2<sup>nd</sup> and D Streets SW  
Washington, DC 20515

The Ford House Office Building is across the street from the Federal Center SW metro station, which is on the blue, orange, and silver lines.

See clause CBO 223-20, Access to CBO Facilities, regarding access to the buildings.

## **2.6 Government-Furnished Property**

The following government facilities, equipment, materials, and services will be available to the Contractor for use in the performance of work under these specifications:

- (1) CBO will provide the necessary office space and computer equipment and other related technology for the Contractor personnel.
- (2) Identification badges. The Contractor employees will be supplied identification badges.

## **2.7 Assignment of Work**

All work under this contract will be assigned only by the Contracting Officer's Representative (COR), who will specify the type of work and relevant deadlines. (See clause CBO 242-101, Contracting Officer's Representative.)

## **2.8 Schedule of Work**

CBO anticipates that the Contractor employees will generally work up to 20 hours per week, at the applicable hourly rates specified in the price schedule, excluding federal holidays or days the agency is closed.

## **2.9 Security Requirements**

The Contractor employees shall obtain favorable FBI criminal checks and be fingerprinted at the U.S. Capitol Police headquarters in Washington, DC prior to starting work under the contract. The Contractor employees may need to complete additional training as required by CBO to meet cybersecurity, computer access, and content management requirements. The Contractor shall maintain the confidentiality of all agency information (see clause CBO 239-01, Security for Confidential Information).

## **2.10 Clearance**

A security clearance is not required to perform the duties of this contract.

**2.11 Qualifications and Substitution of Key Personnel**

Any changes to key personnel must be approved by the COR following the COR's review of the provided qualifications. The COR shall receive at least 15 calendar days' notice prior to the substitution of the key personnel assigned to this contract and substituted personnel shall have similar qualifications as those whom they replace. In case of an individual's sudden illness, death, or termination of employment, the Contractor shall notify the COR as soon as possible and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation.



## **Part 3 – – Addenda to the GSA Contract**

### **3.1 CBO 201-01 Terms and Conditions Limited (May 2003) Alternate I (July 2004)**

The instant action is subject to the terms and conditions under the GS Schedule contract number referenced in Block 2 of the award form, as supplemented by the following CBO terms, the Statement of Work, and Standard Form 1449. If any of the terms or conditions in the GS Contract and this supplement are inconsistent, the terms and conditions of the supplement shall govern where required by federal law.

### **3.2 CBO 201-02 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.

### **3.3 CBO 203-170 Contractor Employee Whistleblower Rights (Dec 2014) [Supplements FAR 52.212-4(r), *Compliance with laws unique to Government contracts*]**

The Contractor shall not require any employees or contractors of the Contractor seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

### **3.4 CBO 212-04 Compliance with Laws (Jan 2015) [Supplements FAR 52.212-4(q), *Other compliances*]**

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.

### **3.5 CBO 217-09 Option to Extend the Term of the Contract (March 2000) [Supplements FAR 52.217-9]**

- (a) CBO may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the contract period; provided that CBO 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 CBO to an extension.
- (b) If CBO 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.

### **3.6 CBO 223-20 Access to CBO Facilities (Sept 2020)**

All persons entering the Ford House Office Building, any other Congressional building, or a CBO computing facility on behalf of CBO must comply with all health and safety-related requirements put in place by CBO, the Speaker of the House of Representatives, the Architect of the Capitol, or any other controlling authority. The Contractor bears responsibility for providing staff who satisfy these requirements.

For security in Congressional buildings, including the Ford House Office Building, access requirements include passing through a magnetometer screening device at the building entrance, having all hand-carried items screened by x-ray devices, and being accompanied by an employee while in the building.

Access requirements are subject to change without notice. CBO will inform the Contractor of material changes when known in advance. Any individual not complying with access requirements may be denied access or asked to leave the premises without notice.

### **3.7 CBO 232-07 Payments Under Time-and-Materials and Labor-Hour Contracts (Aug 2012) [Supplements FAR 52.232-7, *Payments under Time-and-Materials and Labor-Hour Contracts*]**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the Contracting Officer's Representative (COR):

(a) *Hourly rate.*

- (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
  - (i) Performed by the Contractor;
  - (ii) Performed by the subcontractors; or
  - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or COR. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—
  - (i) Individual daily job timekeeping records;
  - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
  - (iii) Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (d) of this clause, pay the voucher as approved by the Contracting Officer or COR.
- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.
- (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

- (1) For the purposes of this clause—
  - (i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
  - (ii) *Materials* means—

- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
    - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
    - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
    - (D) Applicable indirect costs.
  - (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at Federal Acquisition Regulation (FAR) 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—
    - (i) Quantities being acquired; and
    - (ii) Actual cost of any modifications necessary because of contract requirements.
  - (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—
    - (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
    - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
  - (4) The Contractor may include allocable indirect costs and other direct costs to the extent they are—
    - (i) Comprised only of costs that are clearly excluded from the hourly rate;
    - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
    - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
  - (5) To the extent able, the Contractor shall—
    - (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
    - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
  - (6) The Government will not pay profit or fee to the prime Contractor on materials.
- (c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. **If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation.** If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the “completion voucher” and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (f) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Interim payments.*

- (1) Interim payments made prior to the final payment under the contract are contract financing payments.
- (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office (CBO’s Office of Financial Management) receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

### **3.8 CBO 232-19 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.

### **3.9 CBO 239-01 Security for Confidential Information (Dec 2014)**

(a) All CBO information must be appropriately protected by the Contractor. The Contractor acknowledges that, during the course of this contract, the Contractor may become acquainted with and have access to certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, which may include, but is not

limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.

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

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

(d) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

### **3.10 CBO 239-02 Requirements for CBO Data, Records, Systems, and Equipment (Aug 2024)**

(a) CBO owns the rights to all data and records produced under this contract. All deliverables are government works under federal copyright law and the property of CBO. CBO has unlimited rights to use, dispose of, and disclose such data and records.

(b) The Contractor shall comply with CBO's policies and instructions regarding the handling of federal records, which are governed by the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33) and rules of the House of Representatives. All federal records must be preserved, including drafts and metadata. Records may not be removed from the legal custody of CBO or destroyed except in accordance with written instructions from the Contracting Officer Representative. The Contractor must report to the Contracting Officer's Representative any unlawful or accidental removal, defacing, alteration, or destruction of records. Civil and criminal fines and penalties may apply for unlawful handling of federal records.

(c) The Contractor shall comply with CBO instructions on, and otherwise use, reasonable safeguards to ensure the security and confidentiality of all data, records, systems, and equipment provided or created under this contract. The Contractor shall immediately notify the Contracting Officer's Representative upon discovery of any potential unauthorized access, disclosure, or use of any such data, records, systems, or equipment. When no longer required, data, records, systems, and equipment provided or created under this contract shall be securely returned to CBO or the Contractor must securely hold it until otherwise directed.

### **3.11 CBO 242-101 Contracting Officer's Representative (COR) (Sept 2017)**

(a) The Contracting Officer's Representative (COR) is a representative of CBO with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract until the Contracting Officer has issued a written directive or a written modification to the contract. CBO will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed or issued by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is: *To be provided at award*

<b>Name:</b>	
<b>Job Title:</b>	
<b>Unit / Division:</b>	
<b>Telephone:</b>	
<b>E-mail:</b>	

**3.12 CBO 243-03 Changes—Time-and-Materials or Labor-Hour (Aug 2011) [Supplements 52.243-3, *Changes-Time-and-Materials or Labor-Hours*]**

(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 change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(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.

**3.13 CBO 246-06 Inspection and Acceptance—Time-and-Material and Labor-Hour (Aug 2011) [Supplements 52.246-6, *Inspection-Time-and-Material and Labor-Hour*]**

(a) 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. Except as otherwise specified in paragraph (b) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Material and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. 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.

(b) Notwithstanding paragraph (a) of this clause, the government may at any time require the Contractor to remedy by correction or replacement, without cost to the government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
- (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

### **3.14 CBO 249-11 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.

### **Addendum to 52.212-4, Contract Terms and Conditions – Commercial Items**

(Incorporated by reference in Block 27b of the SF-1449)

### **3.15 CBO 232-23 Assignment (May 2003) [Tailors paragraph (b) *Assignment*]**

(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.

### **3.16 CBO 233-01 Disputes (April 2015) Alternate I (Dec 1991) [Tailors paragraph (d) *Disputes*]**

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. chapter 71), and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. No. 110-161, 121 Stat. 1844 (2008). To reflect the provisions of Pub. L. No. 110-161, the Disputes clause is modified as follows:

- (1) The amount in paragraphs (c), (d)(2)(i), and (e) is \$50,000 instead of \$100,000.
- (2) The address to submit appeals or file a suit as referenced in paragraph (f) is:

Government Accountability Office General Counsel

Attn: Contract Appeals Board

441 G Street NW

Washington DC, 20548

Phone: 202-512-3342

Fax: 202-512-9749

E-mail: [CAB@gao.gov](mailto:CAB@gao.gov)

### **3.17 CBO 232-02 Invoice (Feb 2022) [Tailors paragraph (g) *Invoice*]**

(a) An invoice shall be prepared and submitted to the Office of Financial Management by the following method:

Email invoices to: [invoices@cbo.gov](mailto:invoices@cbo.gov)

**NOTICE:** Mailing invoices to CBO's street address in lieu of electronic submission is not accepted and will delay payment.

### **3.18 CBO 232-01 Payment (Oct 2012) [Tailors paragraphs (g) *Invoice* and (i) *Payment*]**

*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. CBO, as an office of Congress, shall not be subject to late payment interest charges.

**3.19 CBO 232-34 Method of Payment (July 2013) [Tailors subparagraph (i)(3) *Electronic Funds Transfer (EFT)*]**

- (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 System for Award Management (SAM) 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 SAM database (CBO DOES NOT MAINTAIN AN AUTOMATED LINK TO SAM).
- (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.

**3.20 CBO 227-19 Commercial Software, Data, or Subscription Licenses & Agreements (April 2018) [Tailors paragraph (u), *Unauthorized Obligations*]**

- (a) The Contractor agrees that the contract terms entered into between CBO and the Contractor shall take precedence over any of the Contractor's standard commercial agreement language or any related license agreements.
- (b) The terms and provisions governing this contract shall comply with Federal laws.
- (c) If included in the Contractor's standard commercial agreement or any related license agreements, the following provisions are unenforceable against CBO and shall not apply to the contract:
  - (1) Any language requiring indemnification by the U.S. Government (see FAR 52.232-39, Unenforceability of Unauthorized Obligations);
  - (2) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation (see FAR 52.233-4, Applicable Law for Breach of Contract Claim);
  - (3) Any language requiring resolution, hearing or arbitration in a specific forum or venue different from that prescribed by federal law;
  - (4) Any language requiring binding arbitration;
  - (5) Any language providing for automatic renewal of the contract or agreement; and
  - (6) Any other provision that conflicts with federal law.



(d) This clause also applies to any related so-called “shrink-wrapped” license agreement or other end-user license agreement.

## Part 4 – Solicitation Provisions

### Addenda to the GSA Contract

#### 4.1 General Addendum – CBO Provisions

##### **CBO 206-100 Notice of Full and Open Competition (Aug 2006)**

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

##### **CBO 212-100 Instructions for Preparing the Technical Offer Section**

(a) The technical offer shall be submitted in a separate file/volume from the non-technical information. The Contractor's offer must include all data and information required and must be submitted in accordance with these instructions. Non-conformance with specific organization and content may be cause for offer rejection. The offer must be clear and concise. It must include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

The offer shall not rephrase or restate the Government's requirements, but rather provide a convincing rationale to address how the Contractor intends to meet these requirements. The offer that simply restates the Government requirements may be judged non-responsive. Offerors must assume that the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the offer.

The offer must be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal. Cross referencing within the proposal is permitted where its use would conserve space without impairing clarity.

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

- (1) **Factor 1 – Capability and Experience of the Offeror:** 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. The offeror shall describe its capabilities that address the requirements at paragraphs 2.3.2 of the SOW (Part 2 of the solicitation).
- (2) **Factor 2 – Qualifications and Staffing:** The offeror must demonstrate that it has sufficient and qualified staff available to perform the work required. Provide resumés for the proposed IT Project Manager.
- (3) **Factor 3 – Offeror's Past Performance.** Although CBO reserves the right to use any source of information available on the offeror's past performance to either evaluate past performance or verify information provided by the offeror, the offeror shall provide information that demonstrates the offeror's past performance.
  - (i) Provide up to three (3) companies/agencies for whom the offeror recently (completed within the last five years or ongoing) performed work similar in scope and magnitude to the work required under this solicitation.
    - (A) The offer shall list contact information (name and telephone number, at a minimum) of all references provided, with a short description of the reference project.
    - (B) CBO may use other references/information to verify past performance.
    - (C) The offeror may provide awards, letters or other documentation as it relates to their Past Performance.

- (D) Corporate and/or government references are equally acceptable for past performance.

### **CBO 212-101 Instructions for Preparing the Non-Technical Offer Section**

Non-Technical Offers submitted in response to this solicitation shall contain the following information in the order cited to facilitate evaluation by the Congressional Budget Office:

- (a) The Price section will be submitted with the required documents in the following order:
- (1) A completed copy of Standard Form 1449, "Solicitation/Contract/Order for Commercial Items" from Part 1 (signature required in Block 30a).
  - (2) Pricing shall be entered by each offeror on the Schedule page which shall represent the offeror's proposed price for performing the scope of services required by this solicitation.
  - (3) The Administrative section will include a completed copy of the document entitled "Offeror Representations and Certifications for CBO Contracts" located at Attachment No. 1 to the solicitation.
- (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.

### **CBO 212-02 Evaluation—Commercial Items (Jan 1999)**

#### **[Tailors FAR 52.212-2, Evaluation—Commercial Products and Commercial Services (Nov 2021)]**

- (a) CBO will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, price and other factors considered. The following factors shall be used to evaluate offers:

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

(a) **Factor 1 – Capabilities & Qualifications:** The offeror's capabilities and qualifications will be evaluated to determine whether the offeror meets the qualifications and the extent to which the offeror has proven technical expertise in IT project management to meet the requirements of the Statement of Work.

(b) **Factor 2 – Qualifications and Staffing:** The qualifications of the offeror's proposed personnel will be evaluated to determine the extent and relevancy of their education and experience with IT project management support.

(c) **Factor 3 – Offeror's Past Performance:** The offeror's relevant past performance will be evaluated to determine the extent of successful completion of similar projects within the past five years, taking into consideration timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on similar projects. In investigating the offeror's past performance, the government will consider references submitted by the offeror and may consider information from other sources.

By PAST PERFORMANCE, CBO means the offeror's record of conforming to specifications and standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

(2) **PRICE CRITERIA.**

- (a) **Total Price:** Offers will be evaluated based on the proposed total price entered in the Schedule (Block 24) on Standard Form 1449 of the solicitation. Price will not be assigned a rating.

In making a best value determination, CBO considers Factor 1 and Factor 2 slightly more important than Past Performance. The Technical Criteria, when combined, are considered significantly more important than Price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price

will increase. In addition, CBO may choose to not further consider offers that it deems are priced so high as to make them not reasonably likely to receive the award.

(b) *Options.* The government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the government to exercise the option(s).

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

**CBO 233-02 Service of Protest (Sept 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Congressional Budget Office  
Acquisitions Office  
2<sup>nd</sup> & D Streets SW  
Ford House Office Building  
Washington, DC 20515

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**List of Contract Documents**

<b>Attachment No.</b>	<b>Title</b>	<b>No. of Pages</b>
1	Offeror Representations and Certifications	9
2	CBO Non-Disclosure Agreement	1

**ATTACHMENT NO. 1 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS FOR CBO  
CONTRACTS**

## OFFEROR REPRESENTATIONS AND CERTIFICATIONS FOR CBO CONTRACTS

The offeror makes the following representations and certifications as part of its proposal.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

**The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.**

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**Directions:** Please fill out Parts 1 through 5 as indicated. See Part 6 at the end of this document for a complete list of definitions of terms used in this form.

**Submitting This Report via Email:** Submit this completed form via email to [Acquisitions@cbo.gov](mailto:Acquisitions@cbo.gov).

**Getting Assistance With This Report:** For further information or for assistance completing this form, please contact CBO's Contract Specialist, David Jackson, at [Acquisitions@cbo.gov](mailto:Acquisitions@cbo.gov).

### Part 1. Buy American Certificate.

Fill out section 1, and if applicable, section 2, if the contracting officer has checked here: 

X
---

CBO will consider this information in evaluating offers provided in response to this solicitation.

**Please Check**

## 1. Domestic End Products

Yes

**No**

Does the offeror certify that each end product, except those listed in section 2 below, is a domestic end product (as defined at the end of this section) and that for other than commercially available off-the-shelf (COTS) items, you considered components of unknown origin to have been mined, produced, or manufactured outside the United States?

10

1

## 2. Foreign End Products (if applicable)

List end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a commercially available off-the-shelf (COTS) item and does not meet the component test in paragraph (2)(i) of the definition of “domestic end product” below. Also list end products that were manufactured outside of the United States. Attach an additional sheet if needed.

ITEM	COUNTRY OF ORIGIN

*For the purpose of this section:*

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
  - (ii) The end product is a commercially available off-the-shelf (COTS) item.

“End product” means those articles, materials, and supplies to be acquired for public use.

“Foreign end product” means an end product other than a domestic end product.



**Part 2. Certification Regarding Responsibility Matters.**

CBO's contracts are subject to restrictions regarding suspension and debarment, corporate felony convictions, and corporate federal tax delinquencies. All offerors must complete Part 2. Answer question 1, and if applicable, questions 2 and 3, to the best of the offeror's knowledge and belief.

**Please Check****Yes****No**

1. Is the offeror or any of its principals presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency?

☐☐

If the offeror is a corporation, please answer questions 2 and 3.

2. Has the offeror been convicted of a felony criminal violation under any Federal law within the preceding 24 months?

☐☐

3. Does the offeror have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner (as defined below) pursuant to an agreement with the authority responsible for collecting the tax liability?

☐☐

*For the purpose of this section, taxes are considered "not being paid in a timely manner" if both of the following criteria apply:*

- (1) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (2) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the federal tax liability when full payment was due to the Internal Revenue Service or, where applicable, to the authority responsible for collecting the tax liability pursuant to an agreement regarding payment of such liability. A taxpayer is not delinquent in cases where enforced collection action is precluded.

**Part 3. Certificates Regarding Exemptions from the Application of the Service Contract Labor Standards.**

Certain CBO contracts are subject to the Service Contract Labor Standards (Standards) if the price of the contract exceeds \$2,500.

Fill out sections 1 and 2, as applicable, if the contracting officer has checked here:

☒

Otherwise, skip to Part 4.

Some types of services are exempt from the Standards, even when the Standards apply to the contract overall. By completing this Part as indicated below by the contracting officer, offerors may certify that an exemption applies to the services they expect to provide. Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out services that are exempt.

**Please Check****Yes****No****1. Maintenance Services Exemption**

A. *For the contracting officer:* Have you determined that maintenance, calibration, or repair of certain office business machines will be performed by the manufacturer or supplier of the equipment?

☐
☒

B. *For the offeror:* If the contracting officer checked “yes,” do you certify the following three conditions?

☐
☐

- 1) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- 2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of such equipment; and
- 3) The compensation plan (including wage and fringe benefits) for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

**2. Professional Services Exemption**

A. *For the Contracting Officer:* Has the Contracting Officer determined that services might be provided by executive, administrative, or professional employees (that is, members of professions that have a recognized status based on acquiring knowledge through prolonged study)?

☐
☒

B. *For the offeror:* If the contracting officer checked “yes,” does the offeror certify the following four conditions?

☐
☐

- 1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or

subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

- 2) The contract services will be furnished at prices that are, or are based on, established catalog or market prices;
- 3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- 4) The compensation plan (including wage and fringe benefits) for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

3. If the Contracting Officer has checked “yes” in question 1.A. or 2.A., please note the following:

- A. If the offeror does not certify to the conditions in questions 1.B. and 2.B., and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- B. The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in questions 1.B. and 2.B. or to contact the Contracting Officer as required in 3.A.

**Part 4. Prohibition on Contracting with Inverted Domestic Corporations.**

Government agencies are not permitted to use appropriated funds (or funds otherwise made available in appropriations acts beginning in Fiscal Year 2008) for contracts with either an inverted domestic corporation or a subsidiary of an inverted domestic corporation.

**Please Check****Yes****No**

By submission of its offer, does the offeror represent that—

1. It is not an inverted domestic corporation?

☐☐

2. It is not a subsidiary of an inverted domestic corporation?

☐☐

**Part 5. Representations.**

Offerors shall complete and submit, as part of their offers, the following representations for general statistical purposes only.

	<b><u>Please Check</u></b>	
	<b>Yes</b>	<b>No</b>
1. Is the offeror a small business concern?		
<i>If the offeror answered "yes" to question 1, please answer questions 2 through 5. If the offeror answered "no" to question 1, skip to question 5.</i>		
2. Veteran-owned small business concern:		
A. Is the offeror a veteran-owned small business concern?		
B. If you answered "yes" to part A, is the offeror a service-disabled veteran-owned small business concern?		
3. Is the offeror a small disadvantaged business concern as defined in 13 C.F.R. § 124.1002?		
4. Is the offeror a women-owned small business concern?		
5. Is the offeror a women-owned business concern (other than a small business concern)?		

**Part 6: Definitions.** As used in this form—

“Commercial item” refers to goods and services that are generally offered and purchased at established prices rather than at a price negotiated with each individual buyer at the time of purchase.

“Commercially available off-the-shelf (COTS) item—”

- (1) Means any item or supply that is—
  - (i) A commercial item;
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government under a contract or subcontract, without modification, in the same form in which it is sold in the commercial marketplace.

“Component” means an article, material, or supply incorporated directly into an end product.

“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
  - (ii) The end product is a commercially available off-the-shelf (COTS) item.

“End product” means those articles, materials, and supplies to be acquired for public use.

“Foreign end product” means an end product other than a domestic end product.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. § 395(b), applied in accordance with the rules and definitions of 6 U.S.C. § 395(c).

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. § 101(2), with a disability that is service-connected, as defined in 38 U.S.C. § 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 C.F.R. Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 C.F.R. § 124.1002,” means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 C.F.R. § 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 C.F.R. § 124.103) and economically disadvantaged (as defined at 13 C.F.R. § 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 C.F.R. § 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 C.F.R. § 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

**ATTACHMENT NO. 2 – NON-DISCLOSURE AGREEMENT**  
*(To be completed only after contract award)*



**CONGRESSIONAL BUDGET OFFICE  
Non-Disclosure Agreement**

Pursuant to Purchase Order No. \_\_\_\_\_

I, \_\_\_\_\_, the undersigned,—

1. Acknowledge that, during my performance under contract with the Congressional Budget Office (CBO), I may have access to and there may be disclosed to me certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, including, but not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.
2. Acknowledge that I am subject to the computer crime statute, 18 U.S.C. §1030, that imposes criminal penalties for unauthorized access to government computer systems (or access in excess of authority) and for disclosure, use, or modification of information contained on such systems.
3. Agree not to make or retain copies of confidential information, and agree not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under the contract identified above.
4. Acknowledge that CBO may notify any third party or employer of the existence of this agreement and shall be entitled to full relief for any breach.
5. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Employee