



Solicitation No. CB09-RFP0001

Financial Consulting Services

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Washington, D.C.

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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 _____ until _____ local time _____ (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 contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
----------------------------------	------	----------	---	--

15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE	18. OFFER DATE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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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)
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24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
--	-----------------------------

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE
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**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 GENERAL DESCRIPTION

The Congressional Budget Office (CBO) has a requirement for a contractor to provide financial consulting services to the agency in support of reporting requirements in Public Law 110-343, the Emergency Economic Stabilization Act of 2008 and constructing baseline budget projections that are used in the Congressional budget process.

The Contractor shall work with CBO staff to provide such services as: (1) Financial analyses of data and reports related to assets managed by the Government under the Troubled Asset Relief Program (TARP); (2) Assistance obtaining, managing, and scrubbing data received from third parties; and (3) Providing input to be used when preparing reports.

B.2 PRICE SCHEDULE

This is a firm fixed-price indefinite-delivery, indefinite-quantity (IDIQ) type contract. Offerors shall provide the applicable hourly rate for the services they propose to satisfy the requirements in the Statement of Work for Line Item No. 0001 in the Price Schedule below.

Offerors may propose a unit other than hourly (i.e., Day or Week) and provide the corresponding unit price for Line Item No. 0001 in the Price Schedule. CBO will normalize the prices provided to facilitate evaluation across proposals (e.g., hours will be multiplied to equal an 8-hour day or 5-day week).

Offerors should apply the rates from their current GSA contract on the Mission Oriented Business Integrated Services (MOBIS) Schedule or the Financial and Business Solutions (FABS) Schedule. Offerors may propose additional price reductions.

Offerors shall also furnish an itemized listing of the labor categories that comprise the unit price of Line Item No. 0001. This listing shall be included in the offeror's price and technical proposals.

Item No.	Description	Quantity and Unit	Total Unit Price
0001	Base Period: Provide financial consulting services for the first reporting period (Contract award through March 2009)	640 Hours*	\$
0002	Option Periods 1 through 9: Provide financial consulting services for the second through tenth reporting periods	N/A	\$ To Be Negotiated
0003	Optional Line Item: Ad hoc consulting services such as training staff	N/A	\$ To Be Negotiated

* The quantity of hours is equivalent to 16 weeks or 80 days.

B.3 PRICING OF OPTION PERIODS

CBO may exercise the option for Line Item No. 0002 up to nine (9) six-month periods. The option(s) will be exercised using the prevailing GSA Contract rates of the successful contractor. The estimated quantity of hours (or other unit, as applicable) for each option period shall be established prior to exercising the

option and will be the result of negotiation between the contracting parties, or CBO's acceptance of the Contractor's proposal and estimate of the labor categories necessary to complete the tasks.

B.4 PRICING OF OPTIONAL LINE ITEM

CBO may exercise the option for Line Item No. 0003 using the prevailing GSA Contract prices of the successful contractor. The estimated quantity of hours (or other unit, as applicable) for the optional line item shall be established prior to exercising the option and will be the result of negotiation between the contracting parties to determine the tasks to be performed and the services necessary to complete the tasks.

END OF SECTION B

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

The Congressional Budget Office (CBO) is a small nonpartisan agency that provides economic and budgetary analysis to the Congress to aid in policy decisions. Section 202 of Title II of Public Law 110-343, the Emergency Economic Stabilization Act of 2008 (EESA or the Act), requires that CBO submit to the Congress semi-annual reports that assess the status of the Troubled Asset Relief Program (TARP), including –

- (1) the cost of acquiring, managing and disposing of the troubled assets and guarantees of the troubled assets;
- (2) the information and valuation methods used to calculate such cost; and
- (3) the impact on the deficit and the debt.

(See the text of Section 202 of the Act at Attachment No. 1 in Section J.) In addition, CBO is responsible for constructing baseline budget projections that are used in the Congressional budget process. CBO has decided to incorporate the activities of the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) directly into its baseline projections, and must also reflect the operations of the TARP in those projections.

In conjunction with these expanded responsibilities, CBO is seeking an organization to provide financial consulting services to the agency under contract. In addition, CBO may require the Contractor to assist in training CBO staff.

C.2 SCOPE

The Contractor shall assist the agency by working with CBO employees to conduct the analyses to prepare the reports required by the Act and in other related analyses. The Assistant Directors of the Macroeconomic Analysis Division and Budget Analysis Division will coordinate the tasks to be performed under this contract.

The Contractor shall, among other support to CBO, provide consulting services to CBO to assist the agency in undertaking the following financial analyses:

- Pricing, Valuation, and Market Information
 - Provide asset pricing and valuation services for all types of securitized assets (particularly mortgage-related assets), including all necessary analytics, models, and reports.
 - Provide valuations of whole mortgage loans, and portfolios of whole mortgage loans, according to different product and performance characteristics, including residential first liens (non-agency Prime, Alt-A, Subprime), residential second liens, commercial mortgages, and other loans.
 - Determine the economic value of equity (including warrants) obtained from financial institutions selling assets to the Treasury.
 - Analyze information on the number, values, and characteristics of mortgage backed securities in the market, as necessary to evaluate auction and acquisition strategies.
 - Analyze the Treasury's reports that support Federal Credit Reform accounting.
 - Analyze asset transactions undertaken by Fannie Mae and Freddie Mac

- Reporting
 - Provide input for the preparation of reports to the Congress.
 - Provide input for the preparation of cost estimates of pending legislation.
 - Retain all documentation and reports related to the services provided under this contract.

The Contractor may be asked, among other support to CBO, to provide consulting services to CBO to assist the agency in undertaking the following financial analyses:

- Portfolio Analytics and Reporting
 - Analyze reports on (i) securities holdings, (ii) positions in assets and asset classes, (iii) securities characteristics, such as maturity distributions, and (iv) transactions.
 - Analyze forecasts of expected P&I payments given a range of interest rate scenarios using industry standard prepayment models.
 - Analyze portfolio valuation reports, incorporating pricing and relative value measures from external sources and models, as appropriate.
 - Analyze risk management reports that monitor and assess the portfolio against risk constraints and metrics to be established by the Treasury.
 - Analyze the Treasury's management and operational reports on transactions, positions, valuations, cash flows, portfolio characteristics, and counterparties.
 - Analyze the Treasury's public transparency reports that are available on the Internet.
 - Produce reference prices, pricing curves, and CUSIP-level asset valuations using widely accepted software, hardware, and data resources.

The Contractor may be required to provide consulting services such as identifying particular areas of specialization for potential staff. These services would be obtained under an optional task line item in the contract. In addition, the Contractor will provide a SAS No. 70 Service Organization Type II report, on an annual basis, for the services required under this contract.

C.2.1 DATA

CBO will provide the data necessary for the Contractor to complete assigned tasks. These data will be provided to the Contractor subject to any data use agreements between the providers and CBO. The Contractor shall be responsible for entering into a separate data use agreement with providers, if applicable, in order to receive their data.

Some of the data obtained by CBO may be in a raw form. The Contractor may be tasked with processing or slicing the data into a usable form, as well as managing, protecting and updating the data.

C.3 ORGANIZATIONAL QUALIFICATIONS / REQUIRED AND DESIRED KNOWLEDGE AND EXPERIENCE FOR CONSULTANTS

The Contractor shall disclose all potential conflicts of interest, and avoid, mitigate, or neutralize to the extent feasible and to CBO's satisfaction any personal or organizational conflicts of interest that may be identified by CBO or the Contractor.

The following knowledge and skills are required for the consultants who will perform work under the contract:

- Advanced degree in economics, finance, or other related field;
- Broad and deep (expert level) knowledge of the financial markets;

- Extensive knowledge of lending, structured finance, mortgage backed securities, asset management, and accounting;
- The capacity to provide sector-specific information and analysis to CBO across a range of sectors in the U.S. economy, to the extent that the TARP or related government transactions involve those sectors; and
- Understanding of fair value accounting and experience with distressed assets.

The following knowledge and skills are desirable for the consultants who will perform work under the contract:

- Prior experience analyzing the value of distressed assets;
- Experience with fair value accounting methods; and
- Familiarity with governmental organizations such as CBO and the Congressional budget process.

C.4 PLACE OF PERFORMANCE

Depending on the type of work being performed and the data or other information that must be accessed, work under this contract will be performed either on-site at the CBO location specified below or off-site. When on-site work is performed, CBO will provide computers and the necessary software. No transportation or travel expenses are permitted under this contract. The Contractor shall provide their own computer equipment and other related technology when working off-site.

Address: Ford House Office Building
2nd and D Streets, SW
Washington, DC 20515

END OF SECTION C

SECTION D
PACKAGING AND MARKING

D.1 IDENTIFICATION OF CONTRACT DELIVERABLES

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

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

END OF SECTION D

SECTION E
INSPECTION AND ACCEPTANCE

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

The Contractor shall only tender for acceptance those supplies or services that conform to the requirements of this contract. CBO reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CBO may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Payment for any supplies or services hereunder 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 PERFORMANCE PERIOD – BASE CONTRACT AND OPTIONS (FEB 2007)

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

- (a) The performance period for Line Item No. 0001, Base Period, of the contract will commence on the date of contract award and extend for 6 months. Periods of actual work will vary according to reporting schedules, but are estimated to total 2-4 months of time.

- (b) If each successive option period is exercised (see contract clause “Option to Extend the Term of the Contract” in Section I), the performance periods for Option Periods 1 through 9 will begin the day after completion of the prior option period and extend for 6 months each.

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)

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

G.3 POSTAWARD KICK-OFF MEETING (JULY 1993)

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

(b) The meeting will be held at the Congressional Budget Office in Washington, DC.

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

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

END OF SECTION G

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL INSPECTION PROCEDURES (JAN 2007)

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

H.2 CBO 25 SECURITY FOR CONFIDENTIAL INFORMATION (MAR 2002) ALTERNATE I (MAR 2002)

(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 agreement, the Contractor shall use the same degree of care, but no less than a reasonable degree of care, as the Contractor uses to protect its own confidential information of a like nature to prevent loss, and unauthorized access, use, modification, or disclosure.

(c) The Contractor shall safeguard the security and confidentiality of all confidential information owned or licensed by CBO or used by CBO in the conduct of its business. The Contractor shall comply with all CBO security requirements and protocols and agrees not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under this contract. Contractor employees, representatives or agents working on or with CBO systems, whether on- or off-site, will be required to execute individual non-disclosure agreements consistent with this clause. (See Attachment 2 at Section J.)

H.3 INCORPORATION OF CONTRACTOR'S PROPOSAL

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

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

H.4 KEY PERSONNEL

(a) The positions specified below are considered essential to the overall work being performed under this contract. Offerors shall provide the position titles and specific names of the primary consultants^a they are proposing. See the Section L provision entitled, "Instructions for Preparing the Technical Proposal" for additional information that must be submitted for these individuals.

^a As used here, a primary consultant is a member of the Contractor's proposed team, other than support staff. Such term includes senior managers, subject matter experts, and top-level analysts who will contribute to a substantive portion of the work under this contract.

Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer. However, the Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause. The personnel as specified below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel as appropriate.

Key Personnel <i>(to be filled in by Contractor and submitted with proposal)</i>	
Position Title	Named Individual
Project Manager	

END OF SECTION H

**SECTION I
CONTRACT CLAUSES**

**I.1 CBO 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 number referenced in Block 2 of the award form, as supplemented by the following terms. If any of the terms or conditions in the GS Contract and this supplement are inconsistent, the terms and conditions of the GS Schedule 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:

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

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

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

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

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

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

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 DISPUTES (APRIL 2008) ALTERNATE I (DEC 1991)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations applicable to its performance under this contract. The Contractor further agrees to hold CBO harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do

not meet the requirements of any applicable laws or regulations. In addition, to the greatest extent practicable, all equipment and products delivered under this Contract shall be American-made.

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

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

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

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(c) The Contractor agrees to post employment notices stating—

- (1) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (2) The rights of applicants and employees.

(d) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(e) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(f) If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall

act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.18 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 (DEC 2001)

(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 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 CBO, 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.” CBO 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. CBO 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 CBO’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 two (2) weeks following the expiration date of the contract, including any options exercised.

I.21 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 orally, by facsimile, or by e-mail. If mailed, a delivery order or task order is considered “issued” when CBO deposits the order in the mail.

I.22 CBO 39 ORDERING QUANTITIES - INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT (OCT 2004)

CBO 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 (per performance period):* \$30,000
- (b) *Maximum quantity (per performance period):* \$1.5 million

I.23 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.

I.24 OPTION FOR ADDITIONAL NUMBERED LINE ITEM

(a) The Agency may require the performance of work required under the additional numbered line item identified in the Schedule.

(b) The Contracting Officer may exercise the option by written notice to the Contractor no later than 7 calendar days prior to the date work would commence under the option.

(c) The performance period for the option, if exercised, shall be as specified in the contract modification exercising the option.

I.25 RIGHTS IN DATA AND MODELS (OCT 2008)

Any data or models produced under this contract shall be the property of CBO, as supplemented by the clauses in this contract entitled "Patent Rights—Ownership by the Government" and "Rights in Data." Any data received, accessed or used by the Contractor while performing under this contract shall be returned to CBO at the conclusion of the contract, including any options exercised.

I.26 PATENT RIGHTS—OWNERSHIP BY THE GOVERNMENT (DEC 2007)

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

"Invention" means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq.*).

"Made" means—

- (1) When used in relation to any invention other than a plant variety, means the conception or first actual reduction to practice of the invention; or
- (2) When used in relation to a plant variety, means that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

“Practical application” means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the Contractor made in the performance of work under this contract.

(b) *Ownership.*

(1) *Assignment to the government.* The Contractor shall assign to the government title throughout the world to each subject invention, except to the extent that rights are retained under paragraphs (b)(2) and (d) of this clause.

(2) *Greater rights determinations.*

- (i) The Contractor, or an employee-inventor after consultation with the Contractor, may request greater rights than the nonexclusive license provided in paragraph (d) of this clause. The request for a greater rights determination must be submitted to the Contracting Officer at the time of the first disclosure of the subject invention pursuant to paragraph (e)(2) of this clause, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract normally shall be subject to paragraph (c) of this clause, and to the reservations and conditions deemed to be appropriate by the agency.
- (ii) Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention in any country for which the Contractor has retained title.
- (iii) Upon request, the Contractor shall furnish the agency an irrevocable power to inspect and make copies of the patent application file.

(c) *Minimum rights acquired by the government.*

(1) Regarding each subject invention to which the Contractor retains ownership, the Contractor agrees as follows:

- (i) The government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.
- (ii) The agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c) and in accordance with the procedures set forth in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of the contract award.

- (iii) Upon request, the Contractor shall submit periodic reports no more frequently than annually on the utilization, or efforts to obtain utilization, of a subject invention by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and any other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (c)(1)(ii) of this clause. To the extent data or information supplied under this section is considered by the Contractor, or its licensees, or assignees to be privileged and confidential and is so marked, the agency, to the extent permitted by law, will not disclose such information to persons outside the government.
- (iv) When licensing a subject invention, the Contractor shall—
 - (A) Ensure that no royalties are charged on acquisitions involving government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the government;
 - (B) Refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the government; and
 - (C) Provide for this refund in any instrument transferring rights in the subject invention to any party.
- (v) When transferring rights in a subject invention, the Contractor shall provide for the government's rights set forth in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.
- (2) Nothing contained in paragraph (c) of this clause shall be deemed to grant to the government rights in any invention other than a subject invention.
- (d) *Minimum rights to the Contractor.*
 - (1) The Contractor is hereby granted a revocable, nonexclusive, paid-up license in each patent application filed in any country on a subject invention and any resulting patent in which the government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractor's license extends to any of its domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency except when transferred to the successor of that part of the Contractor's business to which the subject invention pertains.
 - (2) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

- (3) When the government elects not to apply for a patent in any foreign country, the Contractor retains rights in that foreign country to apply for a patent, subject to the government's rights in paragraph (c)(1) of this clause.

(e) *Invention identification, disclosures, and reports.*

- (1) The Contractor shall establish and maintain active and effective procedures to educate its employees in order to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters. The procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show the procedures for identifying and disclosing subject inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures for evaluation and for a determination as to their effectiveness.
- (2) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale (i.e., sale or offer for sale), public use, or publication of the subject invention known to the Contractor. The disclosure shall identify the contract under which the subject invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale, or public use of the subject invention and whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.
- (3) The Contractor shall furnish the Contracting Officer the following:
 - (i) Interim reports every 12 months (or a longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and stating that all subject inventions have been disclosed (or that there are none) and that the procedures required by paragraph (e)(1) of this clause have been followed.
 - (ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were none, and listing all subcontracts at any tier containing a patent rights clause or stating that there were none.
- (4) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information

required by paragraph (e)(2) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- (5) Subject to FAR 27.302(i), the Contractor agrees that the government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) *Examination of records relating to inventions.*

- (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether—

- (i) Any inventions are subject inventions;
- (ii) The Contractor has established and maintains the procedures required by paragraphs (e)(1) and (e)(4) of this clause; and
- (iii) The Contractor and its inventors have complied with the procedures.

- (2) The Contractor shall disclose to the Contracting Officer, for the determination of ownership rights, any unreported invention that the Contracting Officer believes may be a subject invention.

- (3) Any examination of records under paragraph (f) of this clause will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) *Withholding of payment.* (This paragraph does not apply to subcontracts.)

- (1) Any time before final payment under this contract, the Contracting Officer may, in the government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Office's opinion, the Contractor fails to—

- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (e)(1) of this clause;
- (ii) Disclose any subject invention pursuant to paragraph (e)(2) of this clause;
- (iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this clause; or
- (iv) Provide the information regarding subcontracts pursuant to paragraph (i)(4) of this clause.

- (2) The Contracting Officer will withhold the reserve or balance until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.
- (3) The Contracting Officer will not make final payment under this contract before the Contractor delivers to the Contracting Officer, as required by this clause, all disclosures of subject inventions, an acceptable final report, and all due confirmatory instruments.
- (4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized. The Contracting Officer will not withhold any amount under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment shall not be construed as a waiver of any government rights.

(h) *Preference for United States industry.* Unless provided otherwise, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the agency upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

(i) *Subcontracts.*

- (1) The Contractor shall include the substance of the patent rights clause required by FAR Subpart 27.3 in all subcontracts for experimental, developmental, or research work. The prescribed patent rights clause must be modified to identify the parties as follows: references to the government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the event of a refusal by a prospective subcontractor to accept the clause, the Contractor—
 - (i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and
 - (ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.
- (3) In subcontracts at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by the patent rights clause constitute a contract between the subcontractor and the agency with respect to those matters covered by this clause.

- (4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

I.27 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)

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

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

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

- (b) *Allocation of Rights.*

- (1) The government shall have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.
- (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

- (2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

- (c) *Copyright—*

- (1) Data first produced in the performance of this contract.
 - (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of government sponsorship (including contract number) to the data when delivered to the government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the

public, and perform publicly and display publicly, by or on behalf of the government.

- (ii) If the government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the government or its designated assignee.

- (2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the government and its officers, agents, and employees acting for the government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the government and incorporated in data to which this clause applies.

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

ITEM NO.	ATTACHMENT NAME	NO. OF PAGES
Attachment 1	Text of Section 202 of the Emergency Economic Stabilization Act of 2008 [See Section C paragraph C.1]	1
Attachment 2	CBO NON-DISCLOSURE AGREEMENT (CBO Form 02-DO-GC-004A-IT) [See Section H clause CBO 25, Security for Confidential Information (Alternate 1)]	1

END OF SECTION J

SEC. 202. REPORTS BY THE OFFICE OF MANAGEMENT AND BUDGET AND THE CONGRESSIONAL BUDGET OFFICE.

(a) Reports by the Office of Management and Budget- Within 60 days of the first exercise of the authority granted in section 101(a), but in no case later than December 31, 2008, and semiannually thereafter, the Office of Management and Budget shall report to the President and the Congress--

- (1) the estimate, notwithstanding section 502(5)(F) of the Federal Credit Reform Act of 1990 (2 U.S.C. 661a(5)(F)), as of the first business day that is at least 30 days prior to the issuance of the report, of the cost of the troubled assets, and guarantees of the troubled assets, determined in accordance with section 123;
- (2) the information used to derive the estimate, including assets purchased or guaranteed, prices paid, revenues received, the impact on the deficit and debt, and a description of any outstanding commitments to purchase troubled assets; and
- (3) a detailed analysis of how the estimate has changed from the previous report.

Beginning with the second report under subsection (a), the Office of Management and Budget shall explain the differences between the Congressional Budget Office estimates delivered in accordance with subsection (b) and prior Office of Management and Budget estimates.

(b) Reports by the Congressional Budget Office- Within 45 days of receipt by the Congress of each report from the Office of Management and Budget under subsection (a), the Congressional Budget Office shall report to the Congress the Congressional Budget Office's assessment of the report submitted by the Office of Management and Budget, including--

- (1) the cost of the troubled assets and guarantees of the troubled assets,
- (2) the information and valuation methods used to calculate such cost, and
- (3) the impact on the deficit and the debt.

(c) Financial Expertise- In carrying out the duties in this subsection or performing analyses of activities under this Act, the Director of the Congressional Budget Office may employ personnel and procure the services of experts and consultants.

(d) Authorization of Appropriations- There are authorized to be appropriated such sums as may be necessary to produce reports required by this section.

**CONGRESSIONAL BUDGET OFFICE
Non-Disclosure Agreement**

Pursuant to Contract No. _____

I, _____, the undersigned,—

1. Acknowledge that, during my performance under contract with the Congressional Budget Office (CBO), I may have access to and there may be disclosed to me certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, including, but not limited to: 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.

Signed this _____ day of _____, 20_____.

Contractor Employee Signature

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS (JUN 2004)

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

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

K.2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 523930 (Investment Advice).
 - (2) The small business size standard is \$7.0 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.
- (7) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126.

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.

(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 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their sealed proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, CBO cannot accept sealed packages containing offers hand-carried directly to the Acquisitions Office address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. Only electronic mail and facsimile proposals and modifications will be accepted (see solicitation provision CBO 28, Electronic Mail and Facsimile Proposals).

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(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;

- (iv) Names, titles, telephone and facsimile numbers, and electronic addresses of persons authorized to negotiate on the offeror's behalf with CBO in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) 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 4:30 p.m., local time, for the designated government office on the date that proposal or revision is due.
 - (ii) (A) 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—
 - (1) 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
 - (2) 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
 - (3) It is the only proposal received.
 - (B) 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.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.
 - (6) 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.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) 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.
- (11) If a post-award debriefing is given to requesting offerors, the government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 CBO 28 ELECTRONIC MAIL AND FACSIMILE PROPOSALS (FEB 2007)

(a) Definitions.

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

“Facsimile proposal,” as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by CBO via facsimile machine.

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

(c) (1) The email address for receiving proposals is: ProcurementServices@cbo.gov.

(2) The telephone number of receiving facsimile equipment is: (888) 734-1760.

(d) 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.

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

L.3 TYPE OF CONTRACT (APR 1984)

CBO contemplates award of a firm fixed-price IDIQ (task order) contract resulting from this solicitation.

L.4 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.5 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL – SOURCE SELECTION PROCEDURES

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

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

(c) Offers submitted by e-mail, in accordance with the provision at CBO 28, 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.

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

- (1) *Organization and Staffing.* Provide information or charts showing your relevant business entities or units, and the composition and expertise of your personnel, for the different services identified in this solicitation. **(Corresponds to Evaluation Factors 1 and 2.)**
- (2) *Personnel.* Provide resumés and other information specific to the primary consultants^b who would be performing the work under the contract. **(Corresponds to Evaluation Factor 1.)**
- (3) *Pricing and Valuation.* Describe your technical capabilities (analytics, models, services) for generating asset prices and valuations for (i) specific private label mortgage backed securities across the entire capital structure, (ii) whole mortgage loans with different product and performance characteristics, (iii) structured finance products, including asset-backed securities, collateralized debt obligations, credit default swaps and commercial paper derivatives, and (iv) equity (including warrants) issued by firms selling assets to the Treasury. **(Corresponds to Evaluation Factors 1 and 2.)**
- (4) *Conflicts of Interest.* Identify any actual or apparent conflicts of interest you would have in providing the financial consulting services described in this solicitation, and explain how you would avoid, mitigate, or neutralize any such conflicts. Include the interests of your corporate parents, subsidiaries, and affiliates in your answer. Also, describe your philosophy in fulfilling your duty to CBO and the U.S. taxpayer in light of your proprietary interests and those of other clients. Among other situations, conflicts of interest may exist if you, any entity that owns or controls you, or any entity that you own or control (i) has a personal, business, or financial interest or relationship that relates to the services in this solicitation, (ii) is or represents a party in litigation with CBO, (iii) may be participating in the Troubled Assets Relief Program as defined in the Act, (iv) may be representing Fannie Mae or Freddie Mac or an entity participating in the

^b See the Section H clause entitled “Key Personnel” for the definition of primary consultant.

- Troubled Assets Relief Program, or (v) engages in any activity that would cause CBO to question the integrity of your services. **(Corresponds to Evaluation Factor 2.)**
- (5) *Third Parties.* Identify any services in this solicitation that you would propose to subcontract to third parties, why you would subcontract the services, and what expertise the third party or affiliate would provide. **(Corresponds to Evaluation Factor 2.)**
- (6) *Past Performance.* The offeror shall identify three (3) or more recent (completed within the last five years or ongoing) contracts, similar in scope and magnitude to the work required under this solicitation, that they performed. CBO reserves the right to review comparable contracts not volunteered by the offeror. **(Corresponds to Evaluation Factor 3.)**
- a. Your listing must include: Customer's name and address; name, phone number, and e-mail address of point of contact; dollar amount of the contract; contract number; dates of performance; and a brief description of the project.

L.6 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL – SOURCE SELECTION PROCEDURES

- (a) A unit (if different than Hour) and unit price shall be entered by each offeror on the Schedule page for Line Item No. 0001 which shall represent the unit price for performing the scope of services required by this Request for Proposal. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.
- (b) The Price Proposal 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) A fully completed "PRICE SCHEDULE" at paragraph B.2 of Section B, with a price entered for Line Item No. 0001.
 - (3) An itemized listing of the labor categories that comprise the unit price of Line Item No. 0001.
 - (4) A completed copy of the provisions contained in Section K.
- (c) Price Proposal Format.
- (1) All price or cost amounts proposed shall be expressed to no more than two decimal places.
 - (2) Offerors may submit their price proposal by fax or e-mail, in accordance with the provision at CBO 28 and the following instructions:
 - (a) All spreadsheet documents provided electronically shall be provided using Microsoft Excel 2000 or later.
 - (b) All word processing documents provided electronically shall be provided using Adobe Acrobat PDF or Microsoft Word 2000 or later.

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 – Qualifications of the Consulting Team
- Factor 2 – Capability and Experience of the Contractor
- Factor 3 – Past Performance

Factor 1 is more important than Factor 2, and significantly more important than Factor 3. Factors 1 through 3, when combined, are more important when compared to price.

(1) **Factor 1 – Qualifications of the Consulting Team:** The offeror’s primary consultants’ qualifications will be evaluated to determine the extent and relevancy of their education and experience with similar projects.

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

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

By PAST PERFORMANCE, 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 proposed unit price for the base contract period using the Schedule in Section B of the solicitation. Price will not be assigned an adjectival rating.

M.2 EVALUATION ADJECTIVAL RATINGS

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

- (a) *Outstanding*: Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach 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.

M.3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

CBO will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

END OF SECTION M