

Decennial Census Contracts Acquisition Support

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SECTION B- SUPPLIES OR SERVICES AND PRICE**B.1 GENERAL**

The Contractor shall provide all management, supervision, and labor, and shall plan, schedule, coordinate, and assure effective performance for all requirements as outlined in Section C.

B.1.1 SOLICITATION NOTICE

The applicable North American Industry Classification System (NAICS) for this procurement is 541611.

This is a notice that this task order is a total set aside for small business (SB) concerns. Only quotes submitted by SB concerns will be accepted by the Government. Any quote that is submitted by a contractor that is not SB will be immediately rejected and will not be considered for award.

The Contractor shall provide program and project management services, in accordance with all sections of this task order, and the additional terms and conditions as stated in the Contractor's master GSA Multiple Award Schedule (MAS) contract.

B.2 ORDER TYPE

The United States Census Bureau (USCB) intends to issue a time and materials type task order pursuant to the authority of Federal Acquisition Regulation (FAR) 8.405 under the GSA MAS. This task order will include a 12-Month Base Period of Performance, two (2) 12-Month Option Periods and a 6-month optional period.

B.3 CAR 1352.216-77 ESTIMATED CEILING PRICE (APR 2010)

The estimated ceiling price of this task order will be **\$TBP (To be proposed)**. The contractor shall not make expenditures nor incur obligations in the performance of this task order, which exceed the ceiling price specified herein, except at the contractor's own risk.

The estimate ceiling amounts for the base period and option periods are as follows:

Period of Performance	Estimated Ceiling Values
Base Period	\$TBP
Option Period 1	\$TBP
Option Period 2	\$TBP
6 Month Extension	\$TBP
Total Task Order Value =	\$TBP

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The Contractor shall notify the Contracting Officer (CO), in writing, 60 days prior to incurring 75% of obligated funds, or whenever there is reason to believe that costs may be either greater or substantially less than previously estimated or are not adequate to complete the balance of work remaining in the task order. If remaining funds are inadequate, include:

1. A fully supported cost proposal disclosing the amount of funds remaining.
2. The amount of additional funding required to continue timely performance.
3. When the funds will be required.

(End of Clause)

B.4 FUNDING

Funds for services will be obligated at the time of task order award. The Contractor will only be paid for work that has been authorized by the Government and performed in accordance with the task order specifications. The Contractor shall not make expenditures, nor incur obligations, in the performance of this task order, which exceeds the current obligated funding amount.

B.5 INCREMENTAL FUNDING

The obligated funding under this task order at time of award for the base period is **\$TBD**. The amount of obligated funding may be added or subtracted by the execution of modifications to the task order for the applicable performance period. The Contractor shall note that residual funding at the end of a performance period may be de-obligated through a unilateral modification; inclusion of this funding in the following performance period is subject to budget approval based on appropriations and fiscal constraints.

B.6 TASK ORDER PRICING, LABOR CATEGORY, AND RATES

The prices for services set forth below shall apply for payment purposes for all quantities acquired under this task order. The Contractor may not charge the Government for any services associated with this task order at any prices other than those specified in the Pricing Schedule below. The following fully loaded hourly labor rates for the stated categories shall be the basis for task order pricing.

B.6.1 BASE PERIOD

Labor Category	Hourly Rate	Estimated Hours	Extended Total
Project Manager IV	\$TBP	1,920	\$
Contract/Procurement Analyst (6)	\$TBP	11,520	\$
Technical Writer/Editor (2)	\$TBP	3,840	\$
Period Total		17,280	\$

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B.6.2 OPTION PERIOD 1

Labor Category	Hourly Rate	Estimated Hours	Extended Total
Project Manager IV	\$TBP	1,920	\$
Contract/Procurement Analyst (12)	\$TBP	23,040	\$
Technical Writer/Editor (2)	\$TBP	3,840	\$
Period Total		28,800	\$

B.6.3 OPTION PERIOD 2

Labor Category	Hourly Rate	Estimated Hours	Extended Total
Project Manager IV	\$TBP	1,920	\$
Contract/Procurement Analyst (12)	\$TBP	23,040	\$
Technical Writer/Editor (2)	\$TBP	3,840	\$
Period Total		28,800	\$

B.6.4 FAR 52.217-8 (Optional 6-Month Extension)

Labor Category	Hourly Rate	Estimated Hours	Extended Total
Project Manager IV	\$TBP	960	\$
Contract/Procurement Analyst (12)	\$TBP	11,520	\$
Technical Writer/Editor (2)	\$TBP	1,920	\$
Period Total		14,400	\$

**TBP: To Be Proposed*

Changes to the list of labor categories may be made after task order award to allow for performance of the required services as outlined in Section C. The Government's current estimate for number of hours anticipated for Contractor task order roles necessary under this task order is included in Attachment J.2. The Government expects the actual number of hours required to support the tasks outlined in Section C could increase or decrease throughout the life cycle of this order to allow for currently unforeseen workload increases or decreases. As a result, the awarded task order value and estimated ceiling amounts may increase or decrease accordingly.

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B.7 ADDITIONAL LABOR CATEGORIES

If additional labor categories are required, the Contracting Officer may execute a modification to this task order providing for the new negotiated labor rates and category description.

B.7.1 LABOR CATEGORY QUALIFICATION WAIVER

There may be occasions when the contractor believes that an employee is the right person to perform the work under a task order, but the individual does not meet the labor category specifications for the task order. This may occur because the individual possesses special talents, skills, or experience that enables that individual to perform at a level of competency expected for a specific labor category for the task order. The Government recognizes that such instances may occur and will consider a qualification waiver. The burden of proof to provide evidence of the special talents, skills, or experiences that warrant a qualification waiver is on the contractor. The waiver request shall be submitted in writing to the CO and COR. The contractor shall receive written approval from the CO before the substituted individual can work on the task order. The Government shall review the waiver request and respond in writing within 30 days of its receipt.

B.8 EMERGENCY SITUATIONS

Emergency situations and contingency operations at the U.S. Census Bureau (USCB) may require the Contractor to operate at times not considered normal operating hours, as directed by the CO or Contracting Officer's Representative (COR). This normally involves utility outages, weather driven contingencies, or any work involving support for significant technical related services, including mission critical applications and processing systems. The Government will negotiate an equitable adjustment with the Contractor for the cost of these emergency requirements.

B.9 PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY NATIONAL SECURITY.

On occasion, services may be required to support an activation or exercise of contingency plans outside the normal duty hours. Emergency situations (i.e., accident and rescue operations, civil disturbances, terrorist attacks and natural disasters) may necessitate the Contractor to provide increased or reduced support as determined by the Contracting Officer. The Government will negotiate an equitable adjustment with the Contractor for the cost of these emergency requirements.

B.10 PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be held responsible for the procurement of all services required under this task order. The Contractor alone shall be held responsible by the Government for performance of all contractor obligations under any terms of the task order. The Government, in turn, shall render payments due for services performed solely to the prime Contractor.

[End of Section B]

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SECTION C PERFORMANCE WORK STATEMENT (PWS)**C.1 BACKGROUND****C.1.1 U.S. CENSUS BUREAU**

The U.S. Census Bureau (USCB) is the Nation's primary source of statistics about the U.S. population, housing, and economy. These measures assist the Congress, the Executive branch of the Federal Government, state and local governments, the public, and the private sector in the development and evaluation of social and economic activities. The Census Bureau's major programs include periodic censuses, current surveys, and a wide range of reimbursable work performed on behalf of other agencies.

The reliable collection, preparation, tabulation, and dissemination of demographic and economic statistics are vital to the Census Bureau's mission. To fulfill this critical mission and to address the changing data needs of its users, the Census Bureau has become increasingly reliant upon information technology (IT) to improve the timeliness and quality of its statistical products and to develop, process, and maintain enormous collections of basic data about the people and economy of the Nation.

The Decennial Census is a large scale, highly complex, dynamic program of national importance with strict statutory timelines. As such, the program is deliberately phased to reflect the timing of the major activities that will drive later critical design decisions for the 2030 decennial census.

C.1.2 DECENNIAL CONTRACTS AND EXECUTION OFFICE

The Decennial Contracts Execution Office (DCEO) is responsible for effective contract execution and management. DCEO's effective contract administration is essential support to enable USCB's continued success. In completing its mission support role, DCEO is responsible for Decennial's contracting needs and Contracting Officer Representative (COR) activities. DCEO routinely is involved in activities associated with acquisition planning, which includes preparation of acquisition documentation and coordination with acquisition staff, and administration of existing and new service/product contracts. As for contracting related activities, the Contracts Business Management (CBM) office of DCEO spends a considerable amount of resources on pre-award and post-award contracting activities including, but not limited to: procurement planning, market research, requirements gathering, document development, Independent Government Cost Estimates (IGCEs), statements of work (SOW), performance work statements (PWS), procurement support documentation, requirements summaries, gateway reviews, solicitations, technical evaluations, post award contract administration, reviewing contractor performance and invoices, researching and resolving contract discrepancies, and assisting with contract close-out from the contracting officer representatives.

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Specific objectives for DCEO's support of the decennial program include the following:

Decennial Census Program Objectives

- Innovate to address the Census Bureau's key challenges of declining survey response rates, increasing data collection costs, rapid proliferation of online data, and other demographic and technological changes.
- Simplify quality-driven and data-driven designs, solutions, and methods.
- Minimize field data collection with high-quality alternative data sources whenever possible.
- Expand use of alternative data sources for in-office address canvassing, in-office enumeration, and a tailored respondent contact approach.
- Foster confidence in methods and data from oversight, data users, and influential third parties through ongoing and open engagement and continued focus on privacy and confidentiality.
- Ensure adherence to disciplined program, acquisition, and engineering management standards and processes and operationalize guiding principles to deliver a cost-effective program that effectively manages risk.
- Strengthen program management and integration by centralizing functions supported by a program architecture and standard program and engineering management processes.
- Early in the life cycle, develop solution and integration strategies and an evolving roadmap of key decisions.

Overarching Technological Objectives

- Establish the foundations of the systems engineering and integration approach for the decennial census earlier in the decade to mitigate end of decade risk.
- Commit to and enforce engineering management controls, strategies and plans that follow best practices.
- Stabilize scope of solutions early in the decade.
- Reduce solution development risk by adopting enterprise solutions that meet the business requirements.
- Reduce impact of funding uncertainties by stabilizing solution scope early in the decade.

Early planning and initiation of support is critical to the success of the Decennial program. DCEO is interested in building upon the innovations of the past decade, apply the lessons learned from the 2020 Decennial Census, enhance the quality of the decennial census, reduce overall cost, and meet required timelines.

DCEO seeks a contractor who demonstrates an understanding of the decennial mission and can work collaboratively with Government counterparts and stakeholders in laying the foundations for the 2030 Decennial Census.

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C.2 PURPOSE / SCOPE

The purpose of this Task Order is to acquire contracting professionals to support the Decennial Directorate in performing a range of acquisition-related contract support services.

This Order is designed to offer a comprehensive range of services to fulfill Decennial's program support service's needs. This task order shall include both project management and contracting administration support services.

C.3 TASK AREAS

This section describes the technical and support objectives and services that shall be performed by the contractor. The contractor shall develop solutions and/or provide the capabilities and support in the following task areas:

- Task Area 1 – Project Management
- Task Area 2 – Contracting Administration Support

C.3.1 Task Area 1: Project Management

The Contractor shall designate a Project Manager (PM) to supervise and manage the Contractor staff assigned to provide the services in Task Area 2. The PM must hold the appropriate authority on behalf of the company, leveraging project management skills and experience.

The PM shall manage all task order activities in alignment with the project management standards defined by the Project Management Institute's (PMI), The Guide to the Project Management Body of Knowledge (PMBOK®). The Contractor PM shall ensure the appropriate program controls are established and applied to successfully manage support under this task order for the full lifecycle in accordance with the final Task Order Management Plan as accepted by the COR.

The Contractor PM shall oversee and manage the task areas operations, Contractor staff performance, serve as the primary point of contact (POC) for the Government for operational and task area-related questions, and bear ultimate responsibility for the two (2) task areas, deliverables, and work products.

The Contractor shall monitor performance in accordance with the Quality Control Plan (QCP) approved upon award. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is how they will ensure work complies with the requirements of the task order.

The Contractor staff will support the Decennial Directorate in providing project management support and contract administration support services. The PM's roles and responsibilities include but not be limited to:

- Serve as the primary POC to the Government and provide Contractor staff technical and day-to-day direction regarding specific work assignments for support services.

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- The Contractor PM shall have status of all assignments and notify the government if there is a need for any changes within the Task areas.
- In consultation with the COR and Task POC (TPOC), direct monthly adjustments in Contractor priorities in response to the Governments' requirements to the appropriate task areas
- Develop and adhere to all task order management related reporting and tasks identified in the performance work matrix and deliverable schedule
- Ensure that all Contractor staff have proper security clearances, proper government training, and before they begin work on a project, have taken the mandated Title 13, Title 26, Data Stewardship Training, and Records Management and other training when required
- Adjust level-of-effort and skill mix as needed to meet changing project requirements (In conjunction with COR), direct delivery of technical support services, and ensure timeliness and quality of work products.
- Prepare and update Staffing Plan as needed
- Prepare weekly and monthly status reports
- Document areas for improvement, process improvement resolutions, and follow up actions on a yearly basis and provide to COR and TPOC

C.3.2 Task Area 2: Contract Administration Support

The Contractor shall provide contracting support services in conducting federal procurement activities in accordance with the Federal Acquisition Regulation (FAR) to include a wide range of professional acquisition and contract support related services/activities from pre-award, post-award, and contract close out for the Decennial Directorate.

The Contractor shall provide experienced and effective contract management and administration support personnel that have knowledge and understanding to apply relevant Federal Acquisition Regulations (FAR) and related regulatory requirements. Contractor personnel must be highly qualified personnel with the experience, skills, and certifications to assist agencies in contract management and administration support duties. In collaboration with COR, TPOC, Acquisition Division, and program staff, contractors will provide contract support functions to include:

- Provide technical writing to assist in the development of drafting contract requirements.
- Provide support and recommendations for the capture, analysis, assessment, reporting, and development of acquisition baselines for assigned tasks.
- Participate in the pre-award functions and regularly coordinate with the Government for input and direction.
- Assist with and support relevant acquisition activities to include, but not limited to: Requests for Information (RFIs), Sources Sought Notices (SSN), conducting Market research and Market Research reports, Industry/Capabilities Day material, Statement of Work (SOW), Performance Work Statements (PWS), Request for Proposals (RFPs), Statement of Objectives (SOO), Acquisition Milestones/Delivery schedules, and Requests for Quotes (RFQs).
- Assist in the identification of potential sources and contract vehicles. Potential sources should include socio- economic program participants (i.e., (8a) small businesses, small and disadvantaged businesses, HUB Zone businesses).

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- Assist in the development and implementation of a Decennial Acquisition Strategy and Roadmap as well as and other required contract administration documentation. Provide advice, guidance, and recommendations for all elements in acquisition planning (including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc.).
- Support the development of acquisition and IT documentation, presentations and materials required for acquisition.
- Support the development, consolidation and presentations of materials required for Census Governance Review Boards.
- Preparation of procurement documents, plans, presentations, and performance measures (i.e., acquisition plans, brand name justifications, Justification for Other than Full and Open Competition (JOFOCs), IT acquisitions forms and other checklists, and Census and DOC governance board presentations).
- Assist Government with providing input, documentation, or any type of correspondence for audits, Freedom of Information Act (FOIA) requests, Inspector General requests, etc.
- Attend meetings with Government to review any pre-award or post award actions.
- Attend contract related monthly meetings with customers (or as needed).
- Assess and maintain progress versus resource consumption, to include the preparation of earned value measurement reports (EVM) on contracts that include an EVM component.
- Provide post-award contract support services including assistance with reviewing contractor performance (schedules, milestones, deliverables, etc.) exercise contract options, developing contract modifications, investigating reports of contract discrepancies, processing invoices and on-boarding staff.
- Provide support for contract close-outs services including support for the efficient contract closeout in full compliance with Federal Acquisition Regulations and USCB procedures and mandates.
- Review contract administration business processes to identify improvement opportunities, and present recommendation for process improvement and assist in the implementation.
- Write and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements.
- Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations.
- Research and gather technical and background information for inclusion in project documentation and deliverables.
- Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables.

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C.4 STAFFING REQUIREMENTS

Each major area of the Contractor's performance requires a broad range of capabilities regarding assigned personnel. The Contractor shall have the personnel, organization, and administrative control necessary to ensure that each task in Section C of this Order is completed satisfactorily. The Contractor shall provide personnel for performing the activities identified in Section C under this Order who are fully qualified, trained, competent to perform their assigned work and physically able to perform the work required. No trainee and/or apprentice shall be assigned. All personnel must possess good verbal and written communication skills. The Contractor shall make its best efforts to retain personnel who have gained experience on this Order and to minimize turnover. All Contractor personnel must be U.S. Citizens and clearable according to the standards of the Department of Commerce and U.S. Office of Personnel Management (OPM) Public Trust clearance process.

General skills and abilities required for this task order include:

The Contractor shall provide a broad range of capabilities regarding assigned Task Order staff in the performance of each task area. The Contractor shall be responsible for employing qualified contractor staff to perform the services required by this Order. The Contractor shall have the contractor staff and administrative control necessary to ensure that each task is completed satisfactorily. If questions arise that the Contractor is using other than qualified contractor staff the, COR may require the Contractor to provide evidence that contractor possess the proper qualifications, skills, and experience.

The Contractor's staff shall have demonstrated experiences, documented in their resume, referencing the required skills for successfully completing these tasks as indicated in the Table F.9 (Staff).

- The USCB's COR/CO would work with the Contractor's PM to request immediate action/justification if an individual provided fails to perform his/her duties adequately, is chronically absent, conducts himself/herself in a manner that is inconsistent with Government employment policies and practices, and/or engages in practices that are disruptive to the working environment.
- The USCB COR/CO will request to the Contractor's PM replacement of any individuals who terminates their employment prematurely (i.e., prior to the end of performance).

The Contractor staff shall have the indicated minimum years of relevant experience and education as specified in Section F.9.

All labor categories are full-time FTEs and expected to be well versed in Microsoft Suite to draft presentations for senior level audiences.

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C.5 Training

The federal government and Information Technology (IT) environment is continuously evolving. It is expected that the contractor shall ensure continuing education opportunities for its staff. This education and the skills acquired should be directly associated and precisely in line with the technologies and practices currently utilized at Census. The Contractor shall ensure that training is provided to its personnel to meet or maintain the technical qualifications. This includes any training required by the Contractor to meet the technical skills for upgraded/new operating and application environments. Actual course costs and time allocated for the contractor personnel are solely the responsibility of the contractor. This includes, but is not limited to, courses, books, and enrollment fees or staff hours. The Contractor is required to maintain production rates.

All personnel working on behalf of the Bureau or in its facilities are required to complete mandatory Census Bureau training, such as Data Stewardship Awareness Training and Title 26 Awareness Training. Further, personnel that refuse to complete the training will not be cleared as they will not be granted access on several floors within the headquarters building or certain systems. A record of staff's coursework, training, and/or certification(s) must be maintained by the Contractor's PM and is subject to COR review.

(End of Section C)

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SECTION D PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to the submission of information, including forms, reports, etc., to the CO, the COR, or the person(s) designated to receive, shall be the responsibility of the Contractor.

D.2 PACKING FOR DOMESTIC SHIPMENT

Materials shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

D.3 MARKING DELIVERABLES

The task order number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the task order, except for reports.

Mark deliverables for:

Travis L. Green
U.S. Census Bureau
4600 Silver Hill Road
Suitland, MD 20746
Phone: 202-246-7920
Email: travis.l.green@census.gov

Delivery locations for deliverables/work products specified in this task order (such as reports, papers, and documentation) will be communicated to the Contractor as needed by the COR.

[End of Section D]

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SECTION E INSPECTION AND ACCEPTANCE**E.1 PLACE OF ACCEPTANCE**

(a) The Contracting Officer Representative or the duly authorized representative will accept supplies and services to be provided under this task order.

(b) The place of acceptance will be:

Travis L. Green
U.S. Census Bureau
4600 Silver Hill Road
Suitland, MD 20746
Phone: 202-246-7920
Email: travis.l.green@census.gov

E.2 RESPONSIBILITY FOR INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items and services under this task order will be accomplished by the Government's designated Contracting Officer Representative (COR). The COR will inspect and be responsible for, the review and acceptance of all deliverables under the task order. Acceptance testing will be specified, if required.

The stated objectives in Performance Requirements Matrix (Reference F.10) must be met or exceeded by the Contractor. To ensure that the minimum performance levels are met, the COR will monitor performance and review the required status reports. Any deviations from the stated objectives must be fully documented and explained by the Contractor.

E.3 GOVERNMENT CONTRACT QUALITY ASSURANCE

Notwithstanding the requirements in Subsection E.2 above and, as applicable under executed FAR clauses 52.246-6 – Inspection – Time and Materials and Labor Hour, quality assurance under this order will be performed in accordance with the Quality Assurance Surveillance Plan (QASP) (Attachment J.3).

[End of Section E]

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SECTION F DELIVERIES AND PERFORMANCE**F.1 CAR 1352.270-70 PERIOD OF PERFORMANCE**

The base period of performance of this task order is from Date of Award (Estimated June 12, 2023) through June 11, 2024

(a) If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Base Period	June 12, 2023, through June 11, 2024
Option Period 1	June 12, 2024, through June 11, 2025
Option Period 2	June 12, 2025, through June 11, 2026
6 Month Ext	June 12, 2026, through December 11, 2026

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of Clause)

F.1.1 EXERCISE OF OPTION PERIODS

Refer to FAR 52.217-9 – Option to Extend the Term of the Contract.

The option periods included in the task order will be exercised if the Contractor's Master GSA MAS contract remains in full force and effect.

The Government reserves the right to unilaterally exercise such an option based on the Contractor's successful performance and successful completion and submission of deliverables. The Government will issue written notification of its intent to exercise an option period 3 days prior to the last day of the period of performance.

F.2 PLACE OF PERFORMANCE AND REMOTE ACCESS CLAUSE

Services shall be performed at the USCB located at 4600 Silver Hill Road, Suitland, MD, 20746.

Services may be performed at other Census Bureau facilities and remote locations not directly managed by the Census Bureau only with approval of the COR, and subject to any other approvals as required by Census Bureau policy and described below.

The COR may authorize the performance of services under this task order at facilities not managed by the Census Bureau provided those services do not involve access to or use of: Census Bureau data protected under Title 13 U.S.C.; Federal Tax Information protected under Title 26. U.S.C.; any system

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that stores or processes data protected under Title 13 or Title 26; or the Census Bureau's corporate information technology (IT) network. Contractors are, at all times, prohibited from accessing any of these data or assets from non-authorized locations.

The COR may authorize performance of services under this task order (including services that require electronic access to information protected by Title 13 U.S.C. and if authorized by the Internal Revenue Service information protected by Title 26 U.S.C.) at the contractor's individual place of residence. To facilitate performance of these services, access to Census Bureau IT resources may, subject to Division or Office Chief approval, be granted via a Virtual Private Network (VPN) enabled Census Bureau-issued Laptop or through the Virtual Desktop Infrastructure (VDI).

Except as described above, the performance of any services at locations not managed by the Census Bureau that involve access to or use of: data protected under Title 13 U.S.C.; Federal Tax Information protected under Title

26. U.S.C.; any system that stores or processes data protected by Title 13 or Title 26; or the Census Bureau's corporate IT network may be subject to the following additional approvals:

- Review and approval of the physical security controls at the remote location by the Census Bureau's Office of Security. This review may include an on-site inspection.
- Review and approval of the IT security controls in place at the remote location by the Census Bureau's Office of Information Security. This review may involve the authorization of any systems that will handle and process the Census Bureau's data, or that will connect to the Census Bureau's network.
- Review and approval by the Internal Revenue Service if the services to be performed involve access to or use of Federal Tax Information protected under Title 26 U.S.C.
- Review and approval by the Census Bureau's Policy Coordination Office and/or Data Stewardship Executive Policy Committee.

Contractors are not authorized to work remotely with Federal Tax Information (FTI) protected by Title 26.

U.S.C. unless executed by federal government contingency planning due to uncertain events and approval from the Internal Revenue Service (IRS). If allowed to work remotely with FTI, each vendor contract must contain language for safeguarding federal tax information as mentioned in IRS Publication 1075, Exhibit 7 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>).

Contractors may only perform services for the Census Bureau from approved locations. If authorized to work remotely, contractors must still adhere to all applicable Census Bureau Data Stewardship and IT Security Policies and complete all required training. The COR is responsible for ensuring the required training is completed for every contractor authorized to work remotely, and the contractor's access to Census Bureau IT resources and data assets will be terminated for non-compliance.

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F.3 HOURS OF OPERATION

The following general guidelines apply to the hours of operation. However, exceptions to these guidelines may be required based on customer demand loads.

The USCB work hours are from 6:00 AM to 7:00 PM Monday - Friday (except for Federal Holidays). Normal entry to the USCB headquarters is 6:00 AM through 7:00 PM EST Monday through Friday, except Federal holidays. Access to the Census Bureau headquarters after hours and to other facilities requires additional security authorization and approval from the CO and/or COR.

F.4 FEDERAL HOLIDAYS

(a) Following are the annual federal holidays. The actual date of observance for the Government each year may differ from the calendar date.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 June
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In addition to the annual holidays, the Government may observe additional days as holidays to include:

- Any other day designated by Federal Statute.
- Any other day designated by Executive Order.
- Any other day designated by the President's Proclamation.

(c) Unless otherwise authorized by the Contracting Officer, observance of holidays by Government personnel shall not otherwise be a reason for an extension to the period of performance, delivery schedule, or entitlement of payment by the Government to the Contractor. In the event the Contractor's personnel (including subcontractor) work during the holiday, they may be compensated for the work in accordance with the Contractor's operational/employee/business procedures; however, no form of holiday or other premium compensation will be paid by the Government, either as an additional direct or indirect cost, over the payments authorized in the task order.

(d) When the Government grants excused absence to its employees (e.g., office closing due to inclement weather), onsite Contractor personnel may be dismissed by the Contractor at its discretion. However, such a dismissal will not be an excuse to change any service or delivery requirements under the task order. The Contractor is cautioned that only those hours actually worked may be

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billed to the Government. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, unless otherwise authorized by the Contracting Officer.

(e) Extension of a task order period of performance or delivery schedule will not be provided for federal holidays in paragraph (a) or (b) above. However, if necessary, and with approval of the COR, extension of the period of performance or delivery schedule may be granted by the Contracting Officer on a case-by-case basis for closings described in paragraph (d) above.

F.5 DELIVERABLES/WORK PRODUCTS

The following chart provides a list and schedule of deliverables/work products. The listed deliverables/work products (e.g., meetings, products, activities, reports, schedules, plans, documents, etc.) are essential to the successful completion of stated task order requirements. Upon submission, all deliverables/work products become the property of the Government.

DELIVERABLES SCHEDULE

All deliverables shall be submitted to the COR and TPOC for inspection, review, and acceptance by the due date.

<u>Deliverable</u>	<u>Frequency</u>	<u>Location</u>	<u>AOA Report</u>	<u>Medium/Format</u>	<u>Submit To</u>
Kick-Off Meeting Agenda	5 business days after task order award	F.5.1.1	1 copy submitted electronically by email	MS Office	COR and PM
Task Order Management Plan	Finalized within 30 calendar days after task order award	F.5.1.2	1 copy submitted electronically by email	MS Office	COR AND PM
Monthly Status Report	Monthly by the 5 th of each month covering the previous month.	F.5.1.5	1 copy submitted electronically by email	MS Office	COR and PM
Contractor Management Plan – (Including	15 Calendar days after Order		1 copy submitted electronically by email	MS Office or PDF formats	COR and PM

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contractors transition plan)	Award And Updated quarterly at a minimum; or updated as needed by the contractor during that period of performance of the Order.				
Quality Control Plan	The Quality Control Plan shall be submitted as part of the Contractor's proposal and subsequently finalized within 30 calendar days of task order award.	F.5.1.6	1 copy submitted electronically by email	MS Office or PDF formats	COR and PM
Staffing Plan	The Staffing Plan shall be submitted with the Technical Proposal.	F.5.1.3	1 copy submitted electronically by email	MS Office or PDF formats	COR and PM
Weekly Status Update and Meeting Report	Submit, on a weekly basis throughout the life of the task order, as an agenda for the weekly	F.5.1.4	1 copy submitted electronically by email	MS Office or PDF formats	COR and PM

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	status update and meeting, a written Weekly Status Report. Deliver the report one (1) business day prior to the weekly status update and meeting that covers the previous week's activities.				
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The deliverables/work products are based on current priorities and are subject to change. All specified deliverables/work products listed in F.5 Deliverables/Work Products, will be tracked to measure contractor performance.

F.5.1 DESCRIPTION OF DELIVERABLES

F.5.1.1 Kick Off Meeting

The Contractor shall conduct a team kick off meeting, within five (5) business days after task order award, with the Government at a time/date/location determined by the Government. The Contractor shall provide a Kickoff Meeting Agenda within three (3) businesses days after Task Order Award. The purpose of the kick-off meeting is to introduce the major participants for the Contractor; communicate the background, scope, and schedule; ensure a common understanding of the task order and all obligations and responsibilities of the Contractor and the Government; review the activities required to initiate and manage the task order; and inform the team of necessary administrative items. The Contractor shall work with the COR to schedule the task order kick off meeting. Within three (3) business days after the kick-off meeting, the Contractor shall provide the Government with minutes and action items list from the meeting.

F.5.1.2 Task Order Management Plan

The Contractor shall develop, deliver, maintain, and adhere to the Task Order Management Plan that shall describe the management strategy, approach, controls, processes, and efforts that will be utilized to effectively organize and manage all work required under this task order. The Task Order Management Plan shall be submitted as part of the Contractor's proposal and subsequently finalized within 30 days after task

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order award. The Task Order Management Plan shall be considered a living document and can be changed or updated upon agreement between the COR and the Contractor's Project Manager (C/PM). At a minimum, the Task Order Management Plan shall:

- Detail the capabilities of the Offeror's proposed team
- Establish Contractor Points of Contact and communication protocols by defining interfaces between the project and the Government.
- Establish the project organization, structure, authority, roles, responsibilities, and internal reporting relationships.
- Establish project management procedures and policies, including a process for project tracking in terms of the deliverables/work products identified in Section C and F.
- Establish and document comprehensive activity schedules and milestones.
- Procedures, and techniques to be employed to manage and track funding sources to ensure cost-effective and quality performance to include the approach managing and controlling costs within an established ceiling.
- Tools, job-aids, or processes the Offeror uses to maximize compliance with FAR and Agency supplements.
- A Training Strategy – the Offeror shall describe how they plan to keep staff trained and up to date on current acquisition policies, regulations, acquisition trends, and best practices.
- Establish reporting requirements and describe cost and schedule reporting mechanisms.
- Provide a summary of the performance metrics and baselines provided in the contractor's Quality Control Plan including a top-level schedule for gathering, monitoring, and reporting these performance parameters. This shall include the approach and procedures for communicating with the Government, handling corrective actions, and identifying and implementing potential improvements to the program services. For this requirement of the Task Order Management Plan, the contractor may reference their Quality Control Plan (Reference F.5.1.6).

The Contractor and the Government shall jointly determine the full contents of the Task Order Management Plan following Task Order award.

F.5.1.3 Staffing Plan

The Contractor shall provide and maintain a Staffing Plan. The Contractor shall develop, maintain, and adhere to staffing approach documentation outlined in this section that describes all the resources and skillsets needed for the Contractor to meet the requirements stated in this task order and how the Contractor will obtain those resources

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throughout the life of the task order. The Staffing Plan shall be submitted with the Technical Proposal. At a minimum, the staffing plan shall contain:

- Explanation of the process undertaken to ensure Contractor employees staffed in each Task Order Role/GSA MAS labor category have proper qualifications and have requisite skills as requested in Section C.5 STAFFING.
- Recruitment and Retention Strategy – The Contractor shall identify the recruitment and retention strategy to hire qualified staff and minimize staff turn-over.
- Staffing Transition Strategy – The Contractor shall identify the transition strategy to move responsibilities from personnel who are leaving the program to personnel who will take over the associated responsibilities.

F.5.1.4 Weekly Status Update and Meeting/Weekly Status Report

The weekly status update and meetings will begin the week immediately following the Kick-Off Meeting. The topics discussed in the weekly status update and meeting will include a status of the work activities, accomplishments, issues and resolution to issues and any other topics of significance to report. The weekly status update and meeting may include any topics from the preceding month's status report or any topics from the preceding week's weekly status update and meeting. Additional topics may be added during the life of the task order.

The Contractor shall submit, on a weekly basis throughout the life of the task order, as an agenda for the weekly status update and meeting, a written Weekly Status Report. The Contractor shall deliver the report one (1) business day prior to the weekly status update and meeting that covers the previous week's activities. The Contractor's weekly status report shall be concise and at a minimum include the following information:

- a. The Task Order Number and reporting period.
- b. Task Order name.
- c. A summary of the work in the following format.
 - i. A narrative review of work accomplishments and/or significant events for the week.
 - ii. Problems and solutions (to include impacts on quality, schedule and cost and proposed solutions).
 - iii. Major activities planned for the next week.

The Contractor and the Government shall jointly determine the full contents of the report/agenda, to include measurements and metrics for regular reporting, as well as the performance baselines/standards for these measurements, after task order award.

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The contractor shall ensure the contractors with knowledge of the topics are in attendance to address questions from the USCB.

F.5.1.5 Monthly Status Report (MSR)

The Contractor shall submit, monthly throughout the life of the task order, a written Monthly Status Report. The Contractor shall deliver the report by the 5th day of each month for the previous month's activities. The Contractor's monthly status report shall be concise and at a minimum include the following information:

- a. The Task Order Number and reporting period.
- b. Task Order name.
- c. A summary of the work in the following format.
 - i. A narrative review of work accomplishments and/or significant events for the month.
 - ii. Problems and solutions (to include impacts on quality, schedule and cost and proposed solutions).
 - iii. Percent of work completed toward interim or final deliverables and estimates of time to complete deliverables
 - iv. Major activities planned for the next month.
- d. Risks Management – Identified risks along with probability and impact rating for each risk and contingency plans for, but not limited to the areas of program management, technical performance, staffing, and funding.
- e. Status and progress for 508 Compliance.
- f. Security - Security issues, security risks, mitigation activities and/or plans.
- g. Financial Information including:
 - i. Planned Value versus Actual Costs (monthly and cumulative) along with discussions of variances that exceed 10%. A graph depicting the information is required.
 - ii. The financial information must include the funds remaining on the task order.
 - iii. Forecast financial information

The Contractor and the Government shall jointly determine the full contents of the report, to include measurements and metrics for regular reporting, as well as the performance baselines/standards for these measurements, after task order award.

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F.5.1.6 Quality Control Plan (QCP)

The Contractor shall develop, deliver, maintain, and adhere to a Quality Control (QC) Plan to ensure prior to delivery that their deliverables/work products will meet the requirements of the task order. The Offeror shall submit QC Plan as part of the technical proposal, which will identify the minimum performance indicators, indices, and metrics to be used. The QC Plan will directly support the Task Order Management Plan. The QC Plan shall be delivered in Word and PDF format. The Contractor's QC Plan shall consist of the following information at a minimum:

- A description of the review/audit process, its documentation, methods of internal review, identification of staff position(s) performing the reviews, and the frequency of the reviews.
- A description of the approach and procedures for communicating with the Government; handling corrective actions; and identifying and implementing potential improvements to the program services.
- A process for project tracking in terms of the deliverables/work products identified in the proposal.
- A description of the performance requirements for each phase of the project and/or labor category.
- A description of the performance objective for each Performance Standard (Reference: F.10 Performance Requirements Matrix and Performance Standards).
- A description of the quantifiable Acceptable Level of Performance for each Performance Standard (Reference: F.10 Performance Requirements Matrix and Performance Standards).
- A description of the method of surveillance including who will perform the surveillance, the frequency, and the process for accomplishing the surveillance.

Upon acceptance, the QC Plan will be included as an attachment to Attachment J.3 - Quality Assurance Surveillance Plan (QASP) (Reference: E.3 GOVERNMENT CONTRACT QUALITY ASSURANCE).

F.6 ACCEPTANCE CRITERIA

The Contractor shall provide work products and deliverables within the acceptance criteria identified below: Quality measures, as set forth below, will be applied to each Work Product and Deliverable.

- **Value** – Work products/deliverables shall directly address objectives as jointly agreed-to by the COR.

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- **Adherence to Requirements** - Work products and deliverables shall adhere to the requirements in this Task Order.
- **Accuracy** – Work products and deliverables shall have minimal errors and mistakes; and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness** – Work products and deliverables shall have all parts or elements adhering to the task order requirements and Census Bureau and Department of Commerce standards, guides, or templates.
- **Timeliness** – Work products and deliverables shall be available at the time required and generated on or before specified and mutually agreed upon due dates or in accordance with a later mutually agreed upon scheduled date.
- **Format** – Work products and deliverables shall be submitted in soft copy. Soft copy formats shall follow specified guidance, directives, and/or policies.

F.7 REVIEW AND ACCEPTANCE

After the delivery of a document, the Government will have ten (10) business days to review and accept the document or provide the Contractor with a list of any required revisions and/or corrections. If revisions and/or corrections are required, the Contractor then will have five (5) business days to make these corrections and re-deliver the document to the Government. However, the Contractor is encouraged to review drafts of documents with the COR or the COR's designee, reducing the likelihood that the document will be found deficient, and therefore reducing re-work for all parties.

The absence of acceptance or required revisions and/or corrections from the Government by 8:00 a.m. ET on the 11th business day after document delivery by the Contractor constitutes acceptance.

All deliverables and their associated exclusive rights become the property of the Government.

F.8 QUALITY STANDARDS

The Government will work with the Contractor to define specific quality standards for each deliverable/work product. For any documents, the Government expects them to be timely, thorough, and accurate. As each deliverable/work product is usually the end result of a series of activities, it is vital that the Contractor and the Government have the same expectations on the content and approach for the deliverable/work product, the activities involved to develop it, including reviews of drafts, organization, and any other expectations for the final product, prior to the commencement of work.

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F.9 STAFF**F.9.1 SKILL AND RELEVANT EXPERIENCE REQUIREMENTS****F.9.1.1 KEY PERSONNEL**

Role	Role Requirement and Skills	Experience, Years
Project Manager IV	<ul style="list-style-type: none"> Provides oversight of all aspects of field and/or task-level project performance (i.e., technical, contractual, administrative, financial). Supervises Order personnel involved in all aspects of project activity, organizes, and assigns responsibilities to subordinates, oversees the successful completion of all assigned tasks, and maintains customer contacts to ensure conformity to all contractual obligations. Interfaces with all areas affected by the project including end users, computer services, and client services. Ensures adherence to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Recommends action to direct the analysis and solutions of problems. Exercises independent judgment, as well as a high-level of analytical skill, in solving non-routine technical, administrative, and managerial problems. Update and maintain Microsoft Project/Excel spreadsheets, or schedules in other formats with actual 	<p>+10 Years in Acquisition and Contract Management</p> <ul style="list-style-type: none"> Project Management Professional (PMP) Certification Experience managing and providing direction on the execution, management, and advisory support for large and complex mission-critical Government systems development Projects Experience managing and leading schedule, risk and change management activities on projects of similar scale Proficient professional verbal and

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	deliverable dates and status for the work assigned.	written communication skills
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F.9.1.2 Non-Key Personnel:

Role	Role Requirement and Skills	Experience, Years
Contract/Procurement Analyst	<ul style="list-style-type: none"> Supports program offices in formulating requirements and preparing requisite documents for submission to the cognizant contracting activity. Possess knowledge of the Federal Acquisition Regulation (FAR), government specific regulations, and be current and knowledgeable of acquisition streamlining initiatives and reforms. Understands the uses of the various acquisition approaches, e.g., full, and open competition, cost reimbursement and fixed price contracts. Demonstrates good organization and writing skills. Develops documents required for acquisition packages including, statement of work, justifications, and determinations. 	<p>+ 6 Years in Acquisition and Contract Management</p> <ul style="list-style-type: none"> BA/BS in Business Administration Should have at least 10 years' experience as a Contract Manager or Contract Administrator. Experience working on IT Projects and contracts. Ensuring that contracts follow applicable laws and regulations. Drafting PWS, SOWs, and IGCE's Excellent written and communications skills

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Role	Role Requirement and Skills	Experience, Years
Technical Writer/Editor	<ul style="list-style-type: none"> • Write and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. • Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable Order requirements and regulations. • Research and gather technical and background information for inclusion in project documentation and deliverables. • Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables 	<p>+ 4 Years Acquisition and Contract Management</p> <ul style="list-style-type: none"> • MS Office and SharePoint • Able to present High level presentations • Create and use animations, graphics, and photographs to illustrate content in presentations. • Manage the flow of information in group projects. • Write supporting content for services and products. • Excellent written and communications skills.

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F.10 PERFORMANCE REQUIREMENTS MATRIX

The following performance requirements are applicable to the services performed and/or work products/deliverables delivered under this task order.

Performance Objective	Performance Standard	Performance Threshold	Method of Surveillance
The Contractor shall provide all deliverables/work products to satisfy objectives set jointly with the Government outlined in section C.1.2 for Task Area 1-2.	The Contractor provided timeliness criterion: 95% of work products/deliverables are completed within 2 business days of agreed-to milestone, and 100% of products are completed within 2-5 business days – all delays having been discussed with the COR, Technical Points of Contact, and Program Lead prior to due date	Quality Criterion: 95% of work products/deliverables require no significant rework to meet agreed-to-objectives and satisfy the acceptance criteria	The COR, Program Leads, and Technical Points of Contact will review performance against agreed-to plans and evaluate the quality and value of associated deliverables/work products
The contractor shall provide all work products necessary for pre-award activities such as the Market Research Report, Acquisition Milestones Schedule, 508 Compliance Form, IT Checklist Form, PARC, Acquisition Plan, IGCE, Sections L, M and C.	The Contractor provided timeliness criterion: 95% of work products/deliverables are completed within 2 business days of agreed-to milestone, and 100% of products are completed within 2-5 business days – all delays having been discussed with the COR, Technical Points of Contact, and Program Lead prior to due date.	Quality Criterion: 95% of work products/deliverables require no significant rework by the government to meet agreed-to-objectives and satisfy the acceptance criteria	The COR, Program Leads, and Technical Points of Contact will review performance against agreed-to plans and evaluate the quality and value of associated deliverables/work products
The contractor shall provide all work products necessary for Governance Boards which may include the Program Lifecycle and Investment Board, Commerce IT Review Board, DOC Acquisition Review Board and the IT Purchase Review Board	The Contractor provided timeliness criterion: 95% of work products/deliverables are completed within 2 business days of agreed-to milestone, and 100% of products are completed within 2-5 business days – all delays having been discussed with the COR, Technical Points	Quality Criterion: 95% of work products/deliverables require no significant rework by the government to meet agreed-to-objectives and satisfy the acceptance criteria	The COR, Program Leads, and Technical Points of Contact will review performance against agreed-to plans and evaluate the quality and value of associated deliverables/work products

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	of Contact, and Program Lead prior to due date		
The contractor shall provide all work products necessary for post-award monitoring activities such as Burn Rate spreadsheet, Invoice Review, Contract Change Requests, Contract Modifications and, Contract Modification Spreadsheet	The Contractor provided timeliness criterion: 95% of work products/deliverables are completed within 2 business days of agreed-to milestone, and 100% of products are completed within 2-5 business days – all delays having been discussed with the COR, Technical Points of Contact, and Program Lead prior to due date	Quality Criterion: 95% of work products/deliverables require no significant rework by the government to meet agreed-to-objectives and satisfy the acceptance criteria	The COR, Program Leads, and Technical Points of Contact will review performance against agreed-to plans and evaluate the quality and value of associated deliverables/work products

F.11 DELIVERY METHOD

Deliverables/work products shall be provided electronically via email to the COR. If electronic delivery is not possible, the contractor shall contact the COR to obtain guidance and approval for an alternate delivery methodology. Electronic and hard copy delivery shall be submitted in Microsoft (MS) Word, MS Project and/or MS Excel format unless the Government requests a different format (e.g., Adobe).

F.12 GOVERNMENT REVIEW OF DELIVERABLES

After the delivery of a document, the Government will have 10 business days to review the document and provide the Contractor with a list of any required revisions and/or corrections. The Contractor then will have 3 business days to make these corrections and re-deliver the document to the Government. However, the Contractor is encouraged to review drafts of documents with the COR or the COR's designee, reducing the likelihood that the document will be found deficient, and therefore reducing re-work for all parties. After acceptance all deliverables/work products and their associated exclusive rights become the property of the Government.

F.13 NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates that it will not meet the schedule as specified in the Deliverables/Work Products listing or performance requirements identified in the task order, the Contractor shall immediately notify the CO and the COR orally and in writing giving pertinent rationale and proposed corrective action(s) and adequate consideration. This notice shall not be construed as a waiver by the Government of any of its rights or remedies available under the task order including termination.

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F.14 SPECIAL INSTRUCTIONS

The contractor shall agree that upon termination of or end of the task order, the contractor shall have no property or possessive right to any of the correspondence, files or materials of whatever kind or description, or any copies or duplicates of such, whether developed or prepared by them or furnished to them by the Government in connection with the performance of the Order and that, upon demand, they shall surrender immediately to the Government such items, matters, materials and copies.

In addition to the provisions, terms, and conditions relating to the deliverables stated in this Performance Work Statement (including any hardware, software, and algorithmic code), the United States Government has rights set forth in FAR 52.227-17 Rights in Data--Special Works and FAR 52.227-14 Rights in Data-General.

Data Rights and Usage: The contractor shall deliver data sources and work products to the Census Bureau with unlimited usage rights in perpetuity. The Census Bureau may use the data sources or work products for future research projects as well as to publish research results or findings in professional journals or in presentations.

F.15 TRANSFER OF OWNERSHIP AND RISK OF LOSS

Ownership of deliverable products shall pass to the Census Bureau upon formal acceptance, regardless of when or where the Census Bureau takes physical possession. Unless the task order specifically provides otherwise, risk of loss of or damage to products shall remain with the Contractor until delivered and accepted by the Census Bureau. Ownership of products remains with the Contractor until acceptance or cure. The Contractor shall not be liable for loss of or damage to deliverables caused by the negligence of officers, agents, or employees of the Census Bureau acting within the scope of their employment.

(End of Section F)

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SECTION G TASK ORDER ADMINISTRATION DATA**G.1 MASTER TASK ORDER TERMS AND CONDITIONS**

The Contractor's quote submission shall only supplement the task order. In the event there is any inconsistency or conflict between the terms and conditions in the Contractor's submission and those in the task order, the terms and conditions of the task order take precedence and shall govern this agreement between the parties.

Terms and conditions of the Contractor's GSA Schedule MAS master contract apply to this task order.

In the event of any inconsistencies unless otherwise stated in the relevant order, the order of precedence is as follows:

1. The master GSA Schedule MAS contract
2. The terms of the Ordering Document
3. Contractor's quote submission

G.2 CAR 1352.201-70 – CONTRACTING OFFICER'S AUTHORITY (APR 2010)

Matthew Gore is hereby designated as the Contracting Officer (CO). The CO is located at:

U.S. Census Bureau
Acquisition Division (ACQ)
4600 Silver Hill Road
Suitland, MD 20746
Phone: 301.763.2474
Email: Matthew.S.Gore@census.gov

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this task order, and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes 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 to the task order, including terms and conditions and price.

(End of Clause)

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G.3 CAR 1352.201-72 – CONTRACTING OFFICER’S REPRESENTATIVE (APR 2010)

a. **Travis L. Green** is hereby designated as the Contracting Officer’s Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by written unilateral modification to the task order. The COR is located at:

Travis L Green
U.S. Census Bureau
4600 Silver Hill Road
Suitland, MD 20746
Phone: 202-246-7920
Email: travis.l.green@census.gov

b. The responsibilities and limitations of the COR are as follows:

1. The COR is responsible for the technical aspects of the task order and serves as a technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the task order.
2. The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the task order price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such final changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer by designate Assistance or Alternate CORs (ACOR) to act for the COR by naming such ACOR in writing and transmitting a copy of such designation to the Contractor.

G.3.1 TECHNICAL POINT OF CONTACT (TPOC)

a. The Technical Point of Contact (TPOC) for this task order is:

TBD
U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233 (regular mail)
Suitland, MD 20746 (FedEx)

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- b. The Government without prior notice may change the TPOC at any time to the contractor by a unilateral modification to this task order.
- c. The TPOC (via the COR) is responsible for providing technical direction to the contractor, which clarifies the task order effort, fills in details or otherwise serves to accomplish the task order scope of work. The TPOC is responsible for providing direct input to the Contracting Officer's Representative as it relates to evaluating Contractor performance, inspecting, and accepting deliverables and services, and certifying all invoices/vouchers for payment.
- d. The TPOC does not have the authority to alter the Contractor's obligations under this task order, direct changes that fall within the purview of the relevant FAR Changes Clause, or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If because of technical discussions it is desirable to alter or to change task order obligations or the scope of the work, the TPOC shall notify the COR and the CO immediately. The CO shall issue any necessary task order changes in writing.
- e. The TPOC's Role is to:
 - Provide Contracting Officer's Representative with approval or rejection recommendations for Status Report hours invoiced by contractor for work performed.
 - Perform as the government subject matter expert and provide technical assistance as needed to contractors and support to the COR.
 - Manage government workspace/location assignments.
 - Initiate email correspondence to IT Onboarding with required information to receive Government Furnished Equipment (GFE) from the IT Help Desk.
 - Provide technical feedback in accordance with Acceptable Quality Level (AQL) in Performance Work Statement (PWS) via completion of Status Reports and Deliverables/Milestone Due Dates Acceptance Form.
 - Participate in Status Meetings.
 - Provide CPARS input to COR and agency point of contact within fourteen (14) calendar days of the Period of Performance (POP) end date.

(End of Clause)

G.4 GOVERNMENT PROVIDED SUPPLIES, EQUIPMENT, AND DATA

The Contractor will have access to Government-Furnished Property (GFP) as required and necessary to perform the services required. The necessary GFP clause (FAR 52.245-1, Government Property) will be included in the task order, as necessary.

DESCRIPTION OF GOVERNMENT PROVIDED RESOURCES	DATE TO BE DELIVERED	SPECIAL INSTRUCTIONS
Access to Government facilities, and the use of equipment, i.e., desk, phone, central processing unit (CPU),	As determined by the needs of the project.	Access is subject to contractor complying with security requirements, and approval by the Government.

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computer, shared printer, and miscellaneous office supplies etc.		
Government Provided Laptops	As determined by the needs of the project.	During normal operations, the COR will submit an Entrance ticket. During COVID-19 environment, the contractor must schedule the badge appointment prior to laptop pick up using the online USA Access Site. The badge appointment must be scheduled by 4pm on the business day prior to pick up: https://portal.usaccess.gsa.gov/scheduler/select-activity . Laptop pick up must be scheduled with CSD via help desk 301-763-3333. CSD will provide new entering contractors with log on assistance to the network.
Virtual Desktop Infrastructure (VDI)/VPN	As determined by the needs of the project.	Vendor must attend training before VDI/VPN access is granted
Access to Government reports, information, etc. associated with the project.	As determined by the needs of the project.	Access is subject to contractor complying with security requirements, and approval by the Government.

G.5 BILLING INSTRUCTIONS

- (a) The Contractor shall provide a single point of contact for handling billing and invoicing issues as well as his/her mailing address and telephone number.
- (b) The Contractor shall submit billing on a monthly basis.
- (c) The Contractor may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR 53-301–1034) or may submit a company-generated voucher. However, no matter what type of voucher is submitted, it must contain the proper invoice/voucher information describe in G.5.1 below.
- (d) It must be especially noted that in accordance with the requirements set forth in FAR Clause 52.232-7 – Payments under Time-and-Materials and Labor-Hour Contracts, all Vouchers/invoices submitted to the COR shall be accompanied by appropriate cost-related documentation, including affidavits, time and attendance sheets, or other standard proof-of-performance documents previously approved by the CO. Vouchers/invoices must be clearly marked “ORIGINAL”.
- (e) Vouchers/invoices received without the substantiating documents shall be considered incomplete and will be returned by the COR to the contractor without payment.

G.5.1 PROCEDURES FOR INVOICING

FAR Subpart 32.905 requires that payment will be made based on the receipt of a proper invoice and satisfactory task order performance. FAR 32.905(b) specifically states the minimum information an invoice must include to be considered a “proper” invoice for payment. In accordance with FAR 32.903(a)(3), the U.S. Census Bureau has supplemented these requirements. Contractors may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR 53-301-1034) or a company-generated invoice. The invoice document submitted to Fin.finance.invoice.claim.submission@census.gov (courtesy copy to the COR) must contain the following information:

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PROPER INVOICE INFORMATION

- Government Task Order Number
- Government Task Order Name/Title
- Name and Address of Contractor.
- Contact Name, Title, and Telephone Number of Contractor.
- Contractor's DUNS/ **Unique Entity ID (UEI)** number
- Date of the Invoice.
- Unique Invoice Number, Account Number, and/or any other identifying payment request number. (The final invoice shall be identified as "**FINAL.**") **Final Invoices shall be sent to Contracting Officer, COR, and** Fin.finance.invoice.claim.submission@census.gov.
- Actual date services were performed and completed.
- Current Task Order Period of Performance on all invoices.
- Description of goods or services for which payment is requested – (for example, contract line/sub line number, price, and quantity of goods and services rendered).
- Care should be taken by the Contractor to assure invoices are submitted for items/services and related prices/Contract Line-Item Numbers (CLINS).
- Other supporting or substantiating documentation or information required by the task order (i.e., travel or direct material reimbursement, when authorized in the Order terms).
- Invoice total for the current month.
- Total amount invoiced to date under the task order.
- Total funds remaining for respective period of performance.
- Percent of Allocated Funds Invoiced to Date.
- Percent of Funds Remaining for the respective period of performance.
- Payment discount terms.
- Other Substantiating Documentation or Information as required by the task order.

Each voucher/invoice shall include the following statements and signature lines:

I hereby certify to the best of my knowledge and belief, that the services set forth herein were performed during the period stated above are current, accurate and complete.

Date

Name and Title of Contractor Representative

Signature

(The above statement will be signed by a representative of the Contractor.)

I certify, that to the best of my knowledge and belief that the services/supplies shown on the voucher/invoice have been performed and/or furnished and are accepted. Further, I certify that this voucher/invoice is correct and proper for payment.

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 Date

 Name of Designated COR

 Signature

(The above statement will be signed by the designated COR.)

Vouchers/invoices shall be submitted electronically to U.S. Census Bureau, Finance Division, the designated payment office, at fin.finance.invoice.claim.submission@census.gov. Concurrently, provide a courtesy copy of the voucher/invoice to the designated COR. The contractor is notified that it is their responsibility for ensuring the vouchers/invoices are delivered and received by the Finance Division. CORs and/or Task Managers are **not** responsible for providing copies of the vouchers/invoices are provided to the Finance Division.

Invoices, which are submitted to an incorrect office, or which do not contain the information specified herein, will be returned to the Contractor for corrections.

G.5.2 SUBMISSION OF INVOICES

Vouchers / invoices shall be submitted electronically to the U.S. Census Bureau, Finance Division which is the designated payment office under this Order. Concurrently, a courtesy copy of the voucher/invoice shall be sent electronically to the designated COR. The contractor is notified that it is their responsibility for ensuring the vouchers/invoices are delivered and received by the Finance Division. CORs are **not** responsible for ensuring copies of the vouchers/invoices are provided to the finance division.

Finance: fin.finance.invoice.claim.submission@census.gov
 COR travis.l.green@census.gov

Invoices submitted to an incorrect office, or which do not contain the information specified herein, will be rejected, and returned to the Contractor for corrections and resubmission.

The final invoice under this task order shall be marked, "FINAL."

G.5.3 METHOD OF PAYMENT

Payments under this task order will be made in accordance FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018).

(End of Section G)

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SECTION H SPECIAL TASK ORDER REQUIREMENTS**H.1 CAR 1352.237-75 – KEY PERSONNEL (APR 2010)**

a) The Contractor shall assign to this task order the following key personnel:

Task Order Role	GSA LCAT	Key Personnel Name
Project Manager IV		

(b) The Contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer, via the COR at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The task order will be modified to reflect any approved changes.

**Key Personnel must possess the minimum requirements as listed in F.9.1.1.*

(End of clause)

H.1.1 ADDITIONAL KEY PERSONNEL INFORMATION

The Government reserves the right to verify the performance of proposed Key Personnel identified by the Contractor in their proposal and any proposed Key Personnel, including substitutions, following award. The Government reserves the right to utilize other information available to evaluate Key Personnel. For example, the Government may query contract references regarding the experience of proposed Key Personnel and the quality of their performance.

The Contractor may propose additional Key Personnel and labor categories, if necessary, to meet the objectives/tasks of the requirement. If a new Key Personnel labor category is proposed, the Contractor must provide a justification and rationale. In addition, the COR and Government's Technical Point of Contact shall be notified in writing of any proposed substitution at least thirty (30) days in advance of the proposed substitution. The notification shall include the following:

- Explanation of the circumstances necessitating the change prior to the removal or substitution;
- A complete resume of the proposed substitute; and,
- Any other information requested by the COR or Government Technical Point of Contact to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel.

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During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

The Contractor shall identify replacement personnel within 30 days of position vacancy for approval prior to the start of the security clearance process.

H.2 CAR 1352.208-70 – RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

- a. The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 production units in the aggregate of multiple pages. Such pages must not exceed a maximum image size of 10¾ x 14¼ inches. A “production unit” is one sheet, size 8 1/2 x 11 inches, one side only, and one-color ink. Production unit requirements are outlined in the Government Printing and Binding Regulations.
- b. This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as part of this task order, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of this task order).
- c. Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (a) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the task order will necessitate any printing or substantial duplicating or copying, it shall immediately provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with FAR 8.802.
- d. The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (a) of this clause, a provision substantially the same as this clause, including this paragraph (d).

(End of clause)

H.3 CAR 1352.209-71 – LIMITATIONS OF FUTURE CONTRACTING (APR 2010)

(a) The following restrictions and definitions apply to prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

- (i) “Contractor” means the business entity receiving the award of this task order, its parents, affiliates, divisions and subsidiaries, and successors in interest.
- (ii) “Development” means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.
- (iii) “Proprietary Information” means all information designated as proprietary in accordance with law and regulation and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive

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financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(iv) "System" means the system that is the subject of this task order.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying, and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(2) Restrictions: The contractor shall perform systems engineering and/or technical direction but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other contractors. The contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the contractor is precluded for the life of the system from award of a DOC contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DOC supplier for the system or any of its major components.

H.4 CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the task order.

(End of clause)

H.5 CAR 1352.209-74 – ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

a. Purpose. The purpose of this clause is to ensure that the Contractor and its subcontractors:

1. Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this task order, and

2. Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this task order.

b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

c. Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the Contractor and all subcontractors. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the Contractor

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has disclosed all relevant information regarding any actual or potential conflict. The Contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the Contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

d. Remedies. The Contracting Officer may terminate this Order for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the Contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the Order for default, suspend or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this task order.

e. Subcontracts. The Contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Prime Contractor Responsibilities. The Contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1 and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the task order to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval of the Contracting Officer prior to entering the subcontract. If the Contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after task order award, the Contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the Contractor's own risk.

g. Waiver. The parties recognize that this clause has potential effects which will survive the performance of this Order and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

H.6 SAFETY

The contractor shall:

1. Comply with all applicable safety and occupational health requirements, to include OSHA's 29 CFR 1910. If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
2. Verbally inform the COR of any unsafe/hazardous conditions within thirty (30) minutes of becoming aware of the condition, and in writing within one (1) workday.

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3. Verbally inform the COR within two (2) clock hours of the occurrence of all types of injuries and illnesses (first aid, limited duty, lost time, and fatality) sustained by a contractor employee arising out of and in the course of his/her employment. A detailed written report shall be submitted to the COR within 24 clock hours.
4. Report to the COR all incidents where contractor employees damage government property. A verbal report shall be made within four (4) clock hours of an occurrence, and a written report of the facts and extent of damage shall be submitted within three (3) workdays.

The Contractor shall be responsible for all damages caused by the negligence of its employees.

H.7 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this task order, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

H.8 CAR 1352.231-71 – DUPLICATION OF EFFORT (APR 2010)

The Contractor hereby certifies that costs for work to be performed under this task order and any subcontracts hereunder are not duplicative of any cost charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this task order. The Contractor also certifies and agrees that any and all work performed under this task order shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

(End of clause)

H.9 CONFIDENTIAL INFORMATION

Any designs, equipment, and concepts that evolve from performance hereunder shall be considered as "Confidential Information." The Contractor shall not disclose any confidential information obtained in the performance of this task order. Any presentation of any designs, equipment, or concepts based on information obtained will be subject to review and approval by the Government before publication or dissemination for accuracy of factual data and interpretation.

During the course of this task order, the Contractor shall have access to Government data relevant to this project as required. Any information, not previously published, received from the Government in connection with this task order or furnished to the Contractor from other sources in response to the Government's requirements under this task order, will be restricted to this project, and may not be

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disclosed or used for any other purpose without the prior written approval of the Contracting Officer. Title to Government-owned data shall remain with the Government. The Contractor shall use the Government-owned data only in connection with this task order. These restrictions do not apply to information which:

- a. Currently or subsequently enters the public domain
- b. Has been released to any third party, without restrictions
- c. Is obtained by the Contractor independent of the Government

H.10 SECURITY

H.10.1 CAR 1352.209-72 – RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

- a. The Contractor agrees, in the performance of this task order, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the task order and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.
- b. The Contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

H.10.2 CAR 1352.237-70 – SECURITY PROCESSING REQUIREMENTS – HIGH OR MODERATE RISK CONTRACTS (APR 2010)

- a. Investigative Requirements for High and Moderate Risk Contracts. All Contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this Order will be conducted at no cost to the Contractor. The level of contract risk will determine the type and scope of such processing, as noted below.
 1. Investigative requirements for Non-IT Service Contracts are:
 - i. High Risk – Background Investigation (BI)
 - ii. Moderate Risk – Moderate Background Investigation (MBI)
 2. Investigative requirements for IT Service Contracts are:
 - i. High Risk IT – Background Investigation (BI)
 - ii. Moderate Risk IT – Background Investigation (BI)

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- b. In addition to the investigations noted above, non-U.S. citizens must have a pre appointment check that includes an Immigration and Customs Enforcement agency check.
- c. Additional Requirements for Foreign Nationals (Non-U.S. Citizens). To be employed under this Order within the United States, non-U.S. citizens must have:
 - 1. Official legal status in the United States.
 - 2. Continuously resided in the United States for the last two years; and
 - 3. Obtained advance approval from the servicing Security Officer of the contracting operating unit in consultation with the DOC Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)
- d. Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:
 - 1. The Contractor must complete and submit the following forms to the Contracting Officer's Representative (COR):
 - i. Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions.
 - ii. FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and
 - iii. Credit Release Authorization.
 - 2. The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
 - 3. Upon completion of security processing, the Office of Security, through the servicing Security Officer and the Sponsor, will notify the Contractor in writing of an individual's eligibility to be provided access to a Department of Commerce facility or Department of Commerce IT system.
 - 4. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the Sponsor must request an Immigration and Customs Enforcement agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.
- e. Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The Sponsor, in coordination with the Contracting Officer, will immediately remove the contract employee from duties requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:
 - 1. Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.
 - 2. Falsification of information entered on security screening forms or on other documents submitted to the Department.
 - 3. Improper conduct once performing on the Order, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government, regardless of whether the conduct was directly related to the Order.
 - 4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

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f. Failure to comply with security processing requirements may result in termination of the Order or removal of Order employees from Department of Commerce facilities or denial of access to IT systems.

g. Access to National Security Information. Compliance with these requirements shall not be construed as providing a Task Order employee clearance to have access to national security information.

h. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

H.10.3 CAR 1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

(a) Applicability. This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems or administrative control of systems by a Contractor that process or store information that directly supports the mission of the Agency.

(b) Definitions. For purposes of this clause, the term “Sensitive” is defined by the guidance set forth in the Computer Security Act of 1987 (P.L. 100-235), including the following definition of the term:

(1) Sensitive information is “... any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

(2) For purposes of this clause, the term “National Security” is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include hardware, application software, system software, and information (data). Information technology services include the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor’s systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(d) All contractor personnel performing under this task order and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC *Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer website), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter.

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(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform task order services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

(f) Within 5 days of receiving agency clearance notification from the COR, the Contractor shall certify in writing to the COR that its employees, in performance of the task order, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the task order, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

(g) Within 5 days of task order award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures* using Company-Non-Disclosure Agreement and Employee-Non-Disclosure Agreement.

(h) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractors and Subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the task order. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all contractor-owned systems for which performance of the task order requires interconnection with a DOC network on which DOC data will be stored or processed, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

(1) Within 14 days after task order award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy*. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the task order and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the task order.

(2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy* Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, Section 6.3.1.1.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

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H.11 HSPD-12 IMPLEMENTATION

The performance of this task order requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this task order shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

H.12 CAR 1352.209-75 TITLE 13 AND NON-DISCLOSURE REQUIREMENTS (APR 2010)

The Census Bureau's data are protected by Title 13 of the United States Code. The Contractor may not use Title 13 data for any purpose other than the intended purpose for which it is supplied or obtained. All contractor personnel who will have access to Title 13 data must take an oath and complete the Census Bureau Form BC-1759 (Special Sworn Status) that requires nondisclosure of Title 13 data. An authorized Census employee or a Notary Public must administer the oath of nondisclosure.

TITLE 13 CLAUSE

Definition: The term "Title 13 Information" in this section refers to any information that are subject to the confidentiality and use restrictions contained in 13 U.S.C Sections 8 and 9. This includes any aggregation or statistic derived from these confidential data if it has not passed the Census Bureau's disclosure review.

These provisions must be in place for any contract requiring the contractor to directly access Title 13 information, or requires them to access Census Bureau facilities, the Census Bureau's internal network, or facilities or systems involved in the storage, handling, and processing of any Title 13 information.

In performance of this task order, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements. The agency will have the right to void the task order if the contractor fails to provide the safeguards described below. The Census Bureau retains exclusive authority for determining the appropriate safeguards for Title 13 information and reserves the right to modify these safeguards at any time.

1. No work involving either access to or use of Title 13 information furnished under this Order will be subcontracted without prior written approval of the Census Bureau.
2. In addition to any required background or suitability determinations, all contractors who require direct access to Title 13 information, or to Census facilities, the Census network, or facilities or systems where Title 13 information are stored, handled, or processed must take an oath and complete the Census Bureau Form BC-1759 (Special Sworn Status) that legally binds them to not disclose Title 13 information. An authorized Census Bureau employee or a Notary Public must administer the oath of nondisclosure.
3. These contractors will be required to complete the appropriate Data Stewardship and IT Security Awareness training as specified by the Census Bureau and determined by level of access. This requirement must be met prior to contractor onboarding, and annually thereafter.

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4. The two provisions specified above do not apply to support staff in cloud data centers who are not granted systems access above a level as specified by the Census Bureau's Office of Information Security.
5. The Census Bureau is granting the contractor access to Title 13 information only for the purpose of assisting the Census Bureau with statistical activities as authorized under Title 13 U.S.C. These statistical activities are defined in the terms of this Order. Any use of Title 13 information by the contractor for a purpose not specified in the Order is prohibited.
6. Title 13 information will be treated as confidential and will not be divulged or made known in any manner to any person except Special Sworn Status individuals as may be necessary in the performance of this Order. All use or disclosure of Title 13 information must be in accordance with Census Bureau policies including, but not limited to:

Data Stewardship Policies
PP: Privacy Principles
DS001: Access to and Uses of Administrative Data
DS002: Articulating the Title 13 Benefits of Census Bureau Projects
DS006: Controlling Non-Employee Access to Title 13 Data
DS007: Safeguarding and Managing Information
DS017: Data Stewardship Awareness Training
DS018: Unauthorized Browsing
DS021: Custom Tabulations
DS022: Personally Identifiable Information (PII) Breach Policy
DS025: Organization of the Disclosure Review Board
Other Policies
Telework Policy
Contractor Home Worksite Policy
Acceptable Use Policy for U.S. Census Bureau Information Technology Resources [IT AUP]
Data Access and Transfer Policy
Incident Reporting Policy
BOC Laptop Policies and Procedures
Information Technology Security (PPM S5)
Records Management (PPM K3)

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7. The Census Bureau retains full ownership of any Title 13 information involved in the performance of this Order including any derivative information unless specifically authorized by the Census Bureau.
8. All Title 13 information involved in the performance of the Order will remain on systems that are owned, maintained, or authorized to operate by the Census Bureau. These systems will be authorized at the FISMA moderate level, with additional technical controls as specified by the Census Bureau.
9. Any Title 13 information processed during the performance of this Order will be completely purged from all data storage components of the contractor's computer facility or systems per the Census Bureau's media sanitization procedures either at the Census Bureau's request, or at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any Title 13 information remaining in any storage component will be safeguarded in accordance with Census Bureau policy to prevent unauthorized disclosures.
10. Access to any system or physical space involved in the storage or processing of Title 13 information will be restricted to only authorized individuals with Special Sworn Status.
11. The Census Bureau must specifically authorize, in accordance with Census Bureau policy, any facility where Title 13 information are stored, handled, or processed, as well as any location from which the contractor will access the Census Bureau's network, Title 13 information, or any systems that store or process Title 13 information. The contractor will be required to secure any such facility or location to prevent any unauthorized access to Title 13 information and may be required to submit a security plan to the Census Bureau for review. Any authorized site may be subject to inspection by the Census Bureau at any time and for any purpose.
12. The contractor may, at the discretion of the COR, be authorized to perform work that involves access to the Census Bureau's network, or any system that stores and processes Title 13 information from their individual place of residence. This will not be authorized if that work involves any physical media containing Title 13 information. The Census Bureau reserves the right to conduct a physical inspection of the contractor's place of residence if they are authorized to perform work there.
13. Any physical media containing Title 13 information will be secured, stored, handled, and shipped per Census Bureau policies. The contractor will destroy all physical media according to Census Bureau policy or return it to the agency either at the agency's request, or at the time the work is completed. If immediate destruction or return of the Title 13 information is not possible, the contractor certifies that they will continue to safeguard any physical media in their possession to prevent unauthorized disclosures.

Criminal Sanctions:

1. Under Title 13, U.S.C. section 214, and Title 18, U.S.C. Sections 3551, 3559, and 3571, the penalty for unlawful disclosure by the contractor of any Title 13 information provided to, or accessed by the contractor in the performance of this Order is a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both.

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H.13 VIRUS-FREE CHECK AND CERTIFICATION OF DATA DELIVERED VIA ELECTRONIC MEDIA

All data delivered via electronic media (by disk, telecommunications transmission, or any other manner of electronic medium) shall be checked and certified as virus-free at data point of origin. Virus-free electronic media data certification shall be required to accompany all such delivered data identifying the specific certifying party, telephone number, data generation location, date certified, a list of each data item being certified, and the following certifying statement, "All data provided for by this delivery is virus-free".

H.14 OBTAINING ACCESS TO PROPRIETARY INFORMATION

Prior to gaining access to proprietary information of any other company (which may occur in performing advisory services for the Government), the Contractor shall protect each company's information from unauthorized use or disclosure for as long as such information remains proprietary, and refrain from using the information for any purpose other than that for which it was furnished and required by performance. The Contractor shall provide the Government copies of all such agreements and await written approval by the CO, or their designee, to ensure that such agreements have been completed and properly executed prior to the Contractor gaining access to proprietary information.

H.15 CAR 1352.228-70 – INSURANCE COVERAGE (APR 2010)

- a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Task Order operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b. General liability.
 - 1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - 2. When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$0.00.
- c. Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Order. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. Aircraft public and passenger liability. When aircraft are used in connection with performing the Order, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

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e. Vessel liability. When Task Order performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

H.16 CAR 1352.245-70 Government Furnished Property (April 2010)

The Government will provide the following item(s) of Government property to the contractor.

- (a) Access to appropriate Census Bureau staff and consultants as agreed to complete the required deliverables.
- (b) Upon request, the Government may provide Standard Operational Procedures, regulations, manuals, texts, briefs, and other materials associated with the project.
- (c) The Government may provide the following to Contractor staff working on site:
 - (1) Temporary office space
 - (2) Personal computers
 - (3) Telephone access

The contractor shall be accountable for, and have stewardship of, the property in the performance of this task order. This property shall be used and maintained by the contractor in accordance with provisions of the “Government Property” clause included in this task order.

(End of clause)

H.17 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)

(a) The Contractor shall comply with the provisions of Department Administrative Order 207-12, Foreign National Visitor and Guest Access Program; Bureau of Industry and Security Export Administrative Regulations Part 734, and [insert operating unit counsel specific procedures]. The Contractor shall provide the Government with notice of foreign nationals requiring access to any Department of Commerce facility or through a Department of Commerce IT system.

(b) The Contractor shall identify each foreign national who requires access to any Departmental resources and shall provide all requested information in writing to the Contracting Officer’s Representative.

(c) The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

H.18 CAR 1352.227-70 RIGHTS IN DATA, ASSIGNMENT OF COPYRIGHT (APR 2010)

In accordance with 48 CFR 52.227-17, Rights in Data – Special Works, the Contractor agrees to assign copyright to data, including reports and other copyrightable materials, first produced in performance of this Order to the United States Government, as represented by the Secretary of Commerce.

(End of Clause)

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H.19 CAR 1352.239-71 – ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)

a. To be considered eligible for award, Offerors must propose electronic and information technology (EIT) that meet the applicable Access Board accessibility standards at 36 CFR 1194 designated below:

_____ 1194.21 Software applications and operating systems

_____ 1194.22 Web-based intranet and internet information and applications

_____ 1194.23 Telecommunications products

_____ 1194.24 Video and multimedia products

_____ 1194.25 Self-contained, closed products

_____ 1194.26 Desktop and portable computers

_____ 1194.31 Functional performance criteria

_____x_____ 1194.41 Information, documentation, and support

b. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

c. Alternatively, Offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the Offerors propose products or services that fully meet all of the applicable Access Board's provisions, those Offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an Offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.

d. Offerors must submit representation information concerning their products by completing the VPAT template at www.Section508.gov.

(End of clause)

H. 20 SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

Any electronic and information technology products delivered under this Order must comply with applicable requirements of Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 ensures that individuals with disabilities who seek information or services from a Federal agency access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities. The contractor will provide Voluntary Product Accessibility Template (VPAT) statements for applicable products.

(End of clause)

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H.21 NEW WORK

The Contractor performing the task order may be required to perform additional tasks or services related to the work identified in Section C. The government reserves the right to include additional work, in accordance with FAR 52.243-3 Changes-Time-and-Materials or Labor-Hours, which is deemed as within the scope of this task order.

[End of Section H]

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SECTION I: TASK ORDER CLAUSES

All applicable clauses from the contractor's master General Services Administration (GSA) Multiple Award Schedule (MAS) contract are applicable to this task order. The clauses below are being provided either as supplements or to highlight their inclusion.

I.1 FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this task order by written notice to the Contractor prior to task order expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to the first day of the option period. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended task order shall be considered to include this option clause.
- c. The total duration for this task order, including the exercise of any options under this clause, shall not exceed 42 months.

I.2 FAR 52.252-1 – PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one of more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.3 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <https://www.acquisition.gov>

The following FAR clauses are incorporated by reference:

52.202-1	DEFINITIONS (JUN 2020)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES (JUNE 2020)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
52.204-25	PROHIBITION OF CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (DEC 2022)

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52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (OCT 2022)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGE WHILE DRIVING (JUN 2020)
52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17	RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (NOV 2021)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
52.233 -1	DISPUTES (MAY 2014)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2022)
52.245-1	GOVERNMENT PROPERTY (SEP 2021)
52.245-9	USE AND CHARGES (APR 2012)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)

(End of Section I)

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SECTION J LIST OF ATTACHMENTS

- J.1.** Privacy Act Requirements
- J.2.** Price Quotation Worksheet
- J.3.** Quality Assurance Surveillance Plan (QASP)
- J.4.** Past Performance Questionnaire (PPQ)
- J.5.** Representations and Certifications Addendum

(End of Section J)

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SECTION K REPRESENTATIONS AND CERTIFICATIONS**K.1 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

The contractor shall register their business with the Federal Government's SAM, the primary database of contractors doing business with the Federal Government. The FAR requires all prospective contractors to be registered in SAM prior to the award of a contract. The contractor shall also maintain their SAM registration to ensure the provided information is current and up to date for the life of the contract. SAM can be located at www.sam.gov.

K.2 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

FAR 52.209-11 is provided in full text in *Attachment J.5, Representations and Certifications Addendum*. The Contractor shall complete, as indicated, *Attachment J.5, Representations and Certifications Addendum*.

K.3 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-*Commercial Products* or *Commercial Services*. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential

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component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

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(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.4 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Quoter shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) Representation. The Quoter represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Quoter represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

(End of Section K)

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SECTION L INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS**L.1 OVERVIEW OF PROCESS**

This Request for Quote, otherwise known as solicitation, is for General Services Administration (GSA) MAS, contract holders only with a period of performance that meets or exceeds the life of this task order. This Procurement is 100% Small Business set aside. The Government will accept **only** quotes submitted by GSA MAS Small Business companies. Any quote submitted by a contractor that is not a small business will not be accepted and therefore not considered for evaluation or award.

TERMINOLOGY

Participants will be referred to as “Offerors” hereinafter.
The terms Proposal, Response, and Quote are used interchangeably.

When proposing a response to this solicitation, the Offeror is reminded to ensure all proposed services are in accordance with all applicable Master GSA MAS contract terms.

BEST-SUITED QUOTE

The Government intends to execute a task order without further communicating with Offerors. Therefore, Offerors are highly encouraged to propose their best technical and pricing quotes in their initial submissions. Once the Government determines the quote that is the best-suited, the Government reserves the right to communicate with only that Offeror to address any remaining issues which may include technical and price, if necessary, and finalize a task order with that Offeror. This statement is not to be construed to mean that the Government is obligated to communicate with every Offeror.

SPECIAL NOTICE TO OFFERORS

The Government will compare the Offeror's proposal to Section L in order to perform a compliance review. Failure to provide proposals in accordance with the instructions/format specified in this solicitation shall render the Offeror's proposal non-compliant. The proposal will not be further evaluated and will not be further considered for award.

L.2. CAR 1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to Bryan Shearer, Contract Specialist, via email bryan.allen.shearer@census.gov and Matthew Gore, Contracting Officer, via email matthew.s.gore@census.gov. **Questions should be received no later than 1:00 p.m. EST, Thursday May 11, 2023.** The subject line for submission shall be marked “[Company Name] – Submission of INQUIRIES – 1333-LB-23-MGBSAM-0004.” Any responses to questions will be made in writing and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the task order.

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(End of clause)

L.3 CAR 1352.215-70 CONTRACTOR PROPOSAL INSTRUCTIONS (APR 2010)

The Offeror's written proposal shall conform to solicitation provisions and be prepared in accordance with this section.

Written proposals shall be submitted via email **no later than 11:00 AM, EST on Friday, May 19, 2023**. The Offeror shall submit a soft copy of their written Proposal using electronic media in the appropriate MS Word and MS Excel format. The subject line for this Proposal shall be marked **"Proposal Submission– Offeror/Company Name – 1333-LB-23-MGBSAP-0004"**. Offerors must submit written proposals to Bryan Shearer, Contract Specialist, via email at bryan.allan.shearer@census.gov and Matthew Gore, Contracting Officer, via email at matthew.s.gore@census.gov.

Text shall be presented on 8 ½ x 11-inch paper in Arial or Times New Roman typeface, no smaller than 11-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes, and legends) with 1-inch margins. In addition to submitting soft copies of written proposals in the required MS word/MS Excel formats, additional copies of these documents may also be submitted in PDF format if desired.

All pages of each part within each volume shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

This proposal documentation shall cover all aspects of this solicitation. Proposals must clearly demonstrate how the Offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired. To aid in evaluation, the proposal shall be clearly and concisely written, prepared in sufficient detail for effective evaluation of the Offeror's proposal against the evaluation criteria, as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. The proposal shall be specific and comprehensive and cohesive. The Offeror shall endeavor to avoid vague or ambiguous words or phrases, e.g., as necessary, periodically, and as required. The Offeror shall identify benefits associated with its proposal.

L.3.1 GENERAL REQUIREMENTS

The Offerors shall prepare **Volume 1 – Technical Proposal** and **Volume 2 – Business/Price Proposal** subject to the following general requirements:

- General – **Volume I – Technical Proposal** and **Volume 2 – Business/Price Proposal** shall be specific, and clearly and fully detail the Offeror's capabilities, knowledge, and related experience in performing the activities described in this solicitation. Statements that the Offeror "understands" and "will comply with the technical requirements" will not be adequate. Similar phrases such as "standard procedures will be employed" or "well-known techniques will be used" will not be acceptable.

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- Page Limits – **Volume I – Technical Proposal** and **Volume 2 Business/Price Proposal** page limits by section are outlined in the table below. Pages in excess of the page limit for each section will not be evaluated.
- The representation and certification in FAR Provisions, 52.204-24, 52.204-26 listed within section K and Attachment J.5 shall be completed by the Offeror and submitted as part of **Volume I – Technical Proposal**. This shall be submitted with the appropriate responses and will not count against overall proposal page limit.
- Front Matter – Title page, table of contents/figures/table are not included in page count limits. Content on such pages will not be evaluated.
- Text and Submission Format – **Volume I – Technical Proposal** and **Volume II – Business/Price Proposal** shall be submitted in softcopy form using MS Word and/or the appropriate MS Excel Format. Additional copies may be submitted in PDF format. Text font shall be Times New Roman, no less than single spaced, and no smaller than 11-point (smaller fonts are acceptable for graphics, figures, tables, footnotes, and legends). Reference Section L.3 for any additional Proposal submission formatting information.
- Page Layout – All margins shall be set at 1.0 inches (top/bottom, left/right).
- Page Markings – All pages of each part of the proposal shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.
- Structure – **Volume I – Technical Proposal** and **Volume II – Business/Price Proposal** shall be structured into sections as outlined below and subject to the indicated page count limits. Pages in excess of the limit will not be evaluated.

Section	Title	Page Limit	RFQ Reference
0.0	Introduction	2 pages	L.4
1.0	Volume I – Technical Proposal		L.5
	Factor 1: Management and Staffing Approach		L.5.1
	<i>Management and Staffing Approach: Task Order Management Plan</i>	6 pages	L.5.1; F.5.1.2; C.3.1
	<i>Management and Staffing Approach: Staffing Plan</i>	2 pages	L.5.1; F.5.1.3; C.3.1
	<i>Management and Staffing Approach: Quality Control Plan</i>	2 Pages	L.5.1; F.5.1.6; C.3.1
	<i>Management and Staffing Approach: Key Personnel Resumes (Limit 2 Pages per Resume)</i>		L.5.1, H.1, F.9.1.1
	Factor 2: Subfactor A - Relevant Experience (Including Similar Experience Citations)	9 Pages	L.5.2

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	Factor 2: Subfactor B - Past Performance Questionnaires*(Solicitation Attachment J.4)	N/A	L.5.2
2.0	Factor 3: Volume II - Business/Price Proposal	4 pages	L.6
	<i>Price Proposal Attachment 1: Solicitation Attachment J.2 – Price Quotation Worksheet</i>	N/A	L.6

*All Proposal Attachments are EXCLUDED from the Total Proposal Page Limits.

L.4 SECTION 0.0 – INTRODUCTION

The introduction section shall describe the Offeror's company, Business Size Standard, details regarding their GSA MAS Schedule. The Introduction shall also identify the senior leadership, any subcontractor relationships, and provide a general overview of the Contractor's Support team. It shall introduce the individuals proposed as the Contractor's Points of Contact. The text may also point to any relevant company strengths and general experience with the USCB and similar programs.

L.5 SECTION 1.0 VOLUME I – TECHNICAL PROPOSAL

L.5.1 FACTOR 1: MANAGEMENT & STAFFING APPROACH

The Offeror shall describe how the Offeror plans to manage the performance under this task order. The Offeror shall describe the experience and skill level of their proposed labor categories within their staffing approach. Offerors shall detail how the Offeror plans to communicate with Census Bureau management; describe the policies, procedures, and techniques to be employed to assure cost-effective and quality performance; and describe the Offeror's approach to meet the requirements outlined in Section C of this solicitation.

The Offeror's Management/Staffing Approach for this Task Order should address, at a minimum:

- Task Order Management Plan. The full required content of the Task Order Management Plan is outlined in Section F.5.1.2.
- Staffing Plan. The full required content of the Staffing Plan is outlined in Section F.5.1.3.
- Quality Control Plan. The full required content of the Quality Control Plan is outlined in Section F.5.1.6.
- The representation and certifications in *Attachment J.5, Representations and Certifications Addendum* shall be completed by the contractor and submitted as part of its Technical Quotation.
- Identification of Key Personnel as outlined in Section H.1 to include the Key Personnel's Task Order Role and proposed GSA MAS Labor Category as well as the proposed key personnel's resumes. Resumes shall include the following:

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- Summary information, to include Name, current employer, company employment status, and position.
- Knowledge, skills, specializations, and years of relevant experience.
- Recent and relevant work experience and specific technical accomplishments that support indicated knowledge and skills.
- Education, certificates and/or certifications.
- Offeror's certification that the individual meets or exceeds the staffing requirements of outlined in Section F.9 - Staff
- Two (2) professional references, including a current telephone number for any references provided.
- Firm commitment from the person listed in the proposal to fulfill the Key Personnel role.

Resumes shall not exceed 2-pages each and are excluded from the total page count.

L.5.2 VOUME I – TECHNICAL PROPOSAL – FACTOR: RELEVANT EXPERIENCE

Sub-Factor A: Similar Experience

This section shall describe three past or ongoing projects of significant relevance to the effort requested by this solicitation. Cited projects shall:

- Be currently underway or completed within the past 3 years;
- Be of similar scope, size, and complexity to the requirements as described in Section C and demonstrate the Offeror's ability to recruit, hire and retain staff to meet these requirements.

The experiences cited shall provide the period of the experience, the quantifiable results realized, how the results were achieved, description of how the work was coordinated with other contractors, description of a problem encountered and how that problem was overcome, total dollar value of the experience, the Offeror's portion of that total dollar value (size), scope and complexity for the experience.

The Offeror may include contracts on which they have performed, or are performing, work as a prime or subcontractor. The Offeror may also include contracts on which their proposed subcontractor or teaming partner has performed, or are performing, work as a prime or subcontractor.

If the Offeror has no single project that encompasses all types of relevant experience as defined, the Offeror may show Relevant Experience through a combination of projects that altogether show that the work that has been accomplished is consistent in scope and complexity with the work required.

The Government reserves the right to contact the government/commercial points of contact provided by the Offeror, and any project officials and/or other persons who have been involved in any of the contracts listed by the Offeror to verify information about Relevant Experience and to obtain past performance information.

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If the Offeror is unable to provide three (3) relevant contracts, a lesser number may be submitted. If the Offeror possesses no similar experience, it should affirmatively state this fact in the Similar Experience Citation. Failure to submit the completed Citation shall be considered certification (by signature on the Offeror) that the Offeror has no similar experience for like or similar items for the Government to evaluate.

Responses should be limited to three (3) pages per citation. Offerors shall use the below citation:

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Relevant Experience Citation			
Offeror or Subcontractor	<Company Name>	Contract identifier	<Assign a sequential ID number to the contract beginning with the number one (1)>
Customer	<Agency or Company for which the work was performed>	Contract	<Enter contract under which the project was performed>
Contract Type	<IDIQ, CPFF, FFP, T&M, etc.>	Period of Performance	<Award Date, Project Start and Target completion date (s), if revised>
Contract Value	<Enter the original total dollar value of the contract and the current dollar value, if different>	Offeror Role	<Prime or Subcontractor>
CO Contact Information	<Name, Agency, Address, Email, Phone, and Fax>	COR/COR Contact Information	<Name, Agency, Address, Email, Phone, and Fax>
End-User Point-of-Contact Information	<Name, Agency, Address, Email, Phone, and Fax>		
Project Description	<Provide enough information relative to the Offeror's contribution to the customer's project objectives; skills, knowledge and experience gained from this project that will be made available to benefit the U.S. Census; involvement of any member of the proposed base period technical team involved in this project (if none, state "NONE"), that will allow the Census Bureau evaluators to consider how the cited project relates to the size, scope, and complexity of the PWS.>		

Sub-Factor B: Past Performance

A Past Performance Questionnaire is provided for completion by the Offeror's (and/or subcontractor's) past performance references as part of the evaluation process. The Past Performance Questionnaire document is provided in Attachment J.4 Past Performance Questionnaire. The Offeror (and/or subcontractor's) shall forward the questionnaire to the selected similar experience references provided

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above for two (2) past projects. The Offeror (and/or subcontractor's) shall request that a Point of Reference (Contracting Officer or Technical Area Supervisor) of the past project submit written evaluations of their performance or their proposed subcontractors for the similar experience cited. Past Performance Questionnaires (Attachment J.4) submitted by similar experience point of references (Contracting Officer or Technical Area Supervisor) will not count against the total page limit.

. The Government reserves the right to contact the government/commercial points of contact provided by the Offerors, as well as any and all other information available to the USCB (e.g., Contractor Performance Assessment Reporting System (CPARS)) in order to evaluate an Offeror's (and/or subcontractor's) past performance. It is the Offeror's responsibility to ensure Past Performance Questionnaires (Attachment J.4) arrive to the email address cited no later than the date and time of receipt of proposals. These evaluations shall be sent as e-mail attachments by their references directly to the USCB at email addresses identified below. Offerors shall request their references mark the subject line of the e-mails as "[Offeror Name] – Past Performance Questionnaire – 1333-LB-23-MGBSAM-0004". The form for these evaluations has been provided in Attachment J.4 - Past Performance Questionnaire.

- Bryan Shearer, Contract Specialist, via email at bryan.allan.shearer@census.gov
- Matthew Gore, Contracting Officer, via email at matthew.s.gore@census.gov

L.6 SECTION 2.0 VOLUME 2 – BUSINESS/PRICE PROPOSAL

L.6.1 General Requirements

Each Offeror shall submit a business/price proposal **separate** from the technical proposal as part of their proposal package. Pricing materials provided in Volume 2 – Business/Price Proposal will not be evaluated against technical factors. In preparation of VOLUME 2 –Business/Price Proposal, the Offeror shall provide a narrative overview and summary of the content proposed in Attachment J.2 -Price Quotation Worksheet, business related factors taken into consideration in developing the Offeror's Business/Price Proposal, as well as supplemental and supporting information necessary to support the Offeror's proposed pricing.

As part of the Volume 2 – Business/Price Proposal, Offerors shall complete Solicitation Attachment J.2 – Price Quotation Worksheet as follows:

➤ Tab 1: Overview

The Offeror shall:

- Complete Attachment J.2 Price Quotation Worksheet – *Tab 1: Overview*. This shall include:
 - Offeror's Name and Date of Proposal Submission.
 - Price-Related Assumptions including the GSA MAS Contract number being utilized and whether the Offeror's price quotation complies with the terms and conditions of the referenced GSA MAS Contract, the requirements of this proposed task order, and NAICS 541611.

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➤ **Tab 2: Mapping**

The Offeror shall:

- Complete Attachment J.2 Price Quotation Worksheet – *Tab 2: Mapping*. In doing so, the Offeror shall map the Government’s anticipated Task Order Roles to GSA MAS labor categories. The Offeror shall include the GSA MAS labor category descriptions.

The Government requires labor categories that are comparable to the Task Order Roles outlined in Section B.6 and as included Attachment J.2 – Price Quotation Worksheet. For proposal purposes, Offerors are requested to only propose based off the Task Order Roles provided in Section B.6 and Attachment J.2 – Price Quotation Worksheet. Offerors are notified that this depiction is solely based on what is anticipated at this time to support the requirements described in Section C.

- Ensure that the proposed GSA MAS labor categories are appropriate for the skills and experience for each Task Order Role to successfully perform stated task order requirements under *Section C - Performance Work Statement* and conform to the requirements in *C.5 Staffing Requirements*.

➤ **Tab 3 – Pricing**

**Attachment J.2 – Price Quotation Worksheet Tab 3 – Pricing provides the Government’s Estimate that depicts the estimated level of effort anticipated for the lifecycle of the task order at this time. For proposal evaluation purposes, the Offerors are instructed to use only the Government’s estimated hours as the basis of their proposal. The Offeror shall use onsite rates in the calculations and must not deviate from the total level of effort provided within Attachment J.2. The estimated notional level of effort provided in Attachment J.2 – Price Quotation Worksheet is an estimate at time of solicitation.*

The Offeror shall:

- Complete Attachment J.2 Price Quotation Worksheet Tab 3 – Pricing. This tab shall calculate total proposed task order price as well as the total proposed price for the base and optional periods of performance. Periods of Performance are provided in Section F.1 of this solicitation.
- Propose hourly rates for each task order role and its associated GSA MAS labor category. Proposed hourly rates shall be fully burdened hourly rates for each of the labor categories listed and shall not exceed the rates contained in the Offeror’s master GSA MAS contract. The Offeror shall include a comparison of the GSA MAS posted rates to the proposed discounted rates, if applicable. The percentage discount shall be evident. The Government encourages Offerors to consider providing discount labor rates and/or to eliminate or reduce labor hour escalation rates in the price quotation.

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L.7 POST AWARD BRIEFING

If a briefing is desired, the Offeror must request in writing a briefing within three (3) workdays (Monday-Friday) after the award decision has been announced. These requests shall be sent to via email with the subject marked “[Company Name] – Request for Briefing to Bryan A Shearer, Contract Specialist, via email at bryan.allan.shearer@census.gov and Matthew Gore, Contracting Officer, via email at matthew.s.gore@census.gov. The briefing will be conducted in accordance with FAR 8.405-2(d).

L.8 CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. *See* 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Matthew Gore
U.S. Census Bureau
4600 Silver Hill Road
Washington, DC 20233

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W. Room 5099
Washington, D.C. 20230.
FAX: (202) 482-5858

L.9 CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

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(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of Section L)

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SECTION M: EVALUATION FACTORS FOR AWARD**M.1 CAR 1352.215-75 CONTRACTOR PROPOSAL EVALUATION CRITERIA****M.1.1 BASIS FOR AWARD**

The USCB's evaluation will be based on Best Value principles. Accordingly, an award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall value to the Government, price and all other factors considered. This best value determination will be accomplished by comparing the value of the differences in the non-price factors for competing offers, based on the level of confidence that the Offeror will successfully perform the requirement, and with differences in their price to the Government. In making these comparisons, the Government is more concerned with obtaining superior non-price capabilities than with making an award at the lowest overall price to the Government. Offerors are advised that the non-price evaluation factors are significantly more important than price.

Evaluation of all offers will be made in accordance with the criteria outlined in this section. Proposals will be evaluated against the Government's following three (3) factors:

Factor 1 - Management & Staffing Approach

Factor 2 – Relevant Experience

Factor 3 – Price

Factor 1: Management & Staffing Approach and Factor 2: Relevant Experience make up the Technical Evaluation Factors. When combined, Factor 1 and Factor 2 are more important than Factor 3: Price. As the non-price merits of competing Offeror's proposals approach equal, Factor 3 will become more important in the best value trade-off decision. Offerors are cautioned that the award may not necessarily be made to the lowest priced proposal.

Evaluations will be based solely on the materials included in the Offeror's proposal. Therefore, the Offeror's proposal should contain the Offeror's best terms. After receipt of proposals, the Government will conduct an evaluation. During the evaluation process, the Government may, solely at its discretion, communicate with Offerors regarding proposal elements. At any time prior to selection, including upon receipt of proposals, the Government may exclude a proposal from further consideration for any material failure to follow instructions, including the omission of required information.

M.2 VOLUME I - TECHNICAL PROPOSAL EVALUATION

Factor 1: Management & Staffing Approach, and Factor 2: Relevant Experience make up the Technical Evaluation factors. The evaluation of each factor will be done holistically with a rating scale of "high confidence," "some confidence," and "low confidence," representing the Government's confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the work.

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For the purposes of this solicitation, these ratings are defined as follows:

High Confidence	The Government has high confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the task order with little or no Government intervention.
Some Confidence	The Government has some confidence that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the task order with some Government intervention.
Low Confidence	The Government has low confidence that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the task order even with Government intervention.

Grammar, spelling, punctuation, and other evidence of errors lacking quality in the proposal may result in lower confidence by the Government.

A Technical Evaluation Team (TET) will review Offeror's responses and identify the submissions that present the greatest level of confidence to fulfill the requirements.

M.2.1 FACTOR 1 – MANAGEMENT & STAFFING APPROACH

The Management Approach for this task order will be evaluated by an assessment of the likelihood that the Offeror's proposed management approach will enable them to meet the Government's needs as outlined in this solicitation. This factor will be evaluated through written Quotations. The USCB will evaluate the extent to which the information discussed in L.5.1 VOLUME 1- TECHNICAL PROPOSAL – FACTOR 1: MANAGEMENT & STAFFING APPROACH is addressed.

The Government's evaluation of the Quotation will assess the level of confidence the Offeror will successfully perform the requirements as discussed in VOLUME 1- TECHNICAL PROPOSAL – FACTOR 1: MANAGEMENT & STAFFING APPROACH:

- The Offeror's approach to meet the requirements outlined in Section C of this solicitation.
- The Offeror successfully completed and submitted the representations and certifications in *Attachment J.5, Representations and Certifications Addendum* shall be completed by the contractor and submitted as part of its Technical Quotation.
- Task Order Management Plan: The Offerors plan shall describe their:
 - Capabilities of their proposed team as well as their points of contact and communication protocols by defining interfaces between the project and the Government.
 - Project organization, structure, authority, roles, responsibilities, and internal reporting relationships to include reporting requirements such as describe cost and schedule reporting mechanisms.

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- Project management procedures and policies, including their process for project tracking in terms of the deliverables/work products identified in Section C and F and cost control.
 - Procedures to establish and document comprehensive activity schedules and milestones.
 - Procedures, and techniques to be employed to manage and track funding sources to ensure cost-effective and quality performance to include the approach managing and controlling costs within an established ceiling.
 - The Offerors tools, job-aids, or processes used to maximize compliance with FAR and Agency supplements.
 - The Offeror shall describe how they plan to keep staff trained and up to date on current acquisition policies, regulations, acquisition trends, and best practices.
- **Staffing Plan:** The Offerors plan shall describe their:
 - Process to ensure contractor employees staffed in each Task Order Role/GSA MAS labor category have proper qualifications and have requisite skills as requested in Section F.9 (STAFF).
 - Transition strategy to move responsibilities from personnel who are leaving the program to personnel who will take over the associated responsibilities.
 - Retention strategy to minimize Contractor personnel turnover.
- **Quality Control Plan:** The Offerors plan shall describe their:
 - Review/audit process, its documentation, methods of internal review, identification of staff position(s) performing the reviews, and the frequency of the reviews.
 - The approach and procedures for communicating with the Government; handling corrective actions; and identifying and implementing potential improvements to the program services.
 - Process for project tracking in terms of the deliverables/work products identified in the proposal.
 - The performance requirements for each phase of the project and/or labor category.
 - The performance objective for each Performance Standard (Reference: F.10 Performance Requirements Matrix).
 - Quantifiable Acceptable Level of Performance for each Performance Standard (Reference: F.10 Performance Requirements Matrix).
 - Method of surveillance including who will perform the surveillance, the frequency, and the process for accomplishing the surveillance.

M.2.3 FACTOR 2 – RELEVANT EXPERIENCE

Sub-Factor A: Similar Experience

Similar experience will be evaluated for Size, Scope, and Complexity of the submitted experiences as follows:

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- **Similar Size** will be demonstrated by qualifications that show the Contractor's similar experience supporting a customer base of comparable size, managing a team of comparable size, and managing comparable contract values, amongst other criteria.
- **Similar Scope** will be demonstrated by qualifications that show the Contractor's demonstrated similar experience in performing all tasks outlined in Section C including Project Management and Contract Administration Support.
- **Complexity** will be demonstrated by qualifications that show the Contractor is able to manage multiple projects simultaneously that require varying levels of matrixed contractor support and operate from multiple sources of funding, remain flexible while operating successfully within timelines in a multi-project environment, navigate complex interdependencies between all tasks outlined in Section C, and ensure the security of all data, amongst other criteria.
- **Current experience** – Offerors shall be evaluated on their experience demonstrated was within the past three (3) years.

The information presented in the Offeror's proposal, together with information from any other sources available to the Government, will provide the primary input for evaluation of this factor. The Government reserves the right to verify the specifics of current or previous contracts described by the Offeror's proposal.

Sub-Factor B: Past Performance

The Government will evaluate the level of confidence the information collected through the Past Performance Questionnaires (Attachment J.4) provides. The Government will evaluate the submissions to determine whether the Offeror consistently delivers quality services in a timely and cost-effective manner. The reviews will determine Offeror's compliance with contract requirements for similar work, and timely delivery, accuracy, and completeness of work products, and overall technical excellence.

In the event an Offeror does not provide USCB with past performance, USCB will rate that Offeror's past performance as "Neutral."

The Government will evaluate the Offeror's (prime and subcontractor's) related past performance and similar experience using the Offeror provided information and information received in response to the Past Performance Questionnaire.

Additionally, the Government may elect to consider information from other sources; however, it is under no obligation to do so. In conducting this assessment, the Government reserves the right to use both data provided by each Offeror and data obtained from other sources.

The Government reserves the right to verify the specifics of prior contracts described by Offerors in their Quotations.

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M.2.4 FACTOR 3 - PRICE

Price will be considered as Factor 3 for the evaluation but will be evaluated separately from the non-price evaluation factors and applied in the determination of best value. Price is significantly less important than the non-price evaluation factors.

PRICE EVALUATION

The price evaluation will include price completeness and accuracy, price reasonableness, and total price to the Government. All information provided under the Price Quotation, will be used for price evaluation, as defined below.

(1) Completeness and Accuracy

The Government will review the price quotation worksheet for completeness and accuracy. A determination will be made as to whether the Offeror has properly understood the price quotation instructions as specified in Section L and properly completed the rate schedules. Changes to the evaluation quantities, blanks, or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Offerors' intent. The Offeror's proposal will be checked for mathematical correctness to include the following:

1. Checking arithmetic in all computations.
2. Verifying that all prices are summarized correctly; and

(2) Price Reasonableness

An evaluation of the Offerors price quotation will be made to determine if prices are fair and reasonable. Reasonableness determinations will be made by determining if competition exists, by comparing proposed prices with established Master GSA MAS Rates, and/or by comparing proposed prices with the Government estimate.

(3) Total Evaluated Price

A total evaluated price for the Offeror's submitted price proposal shall be an evaluation of the sum of the base and all options. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR clause 52.217-9. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 CAR 1352.215-74 BEST VALUE EVALUATION (APR 2010)

The USCB's evaluation will be based on best value principles. Accordingly, an award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall value to

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the Government, price and other factors considered. This best value determination will be accomplished by comparing the level of confidence in the technical factors for competing offers, based on their confidence ratings, with differences in their price to the Government.

In making this comparison, the Government is more concerned with obtaining superior technical capabilities than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior management skills.

(End of clause)

(End of Section M)

END OF SOLICITATION