

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 138
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/08/2025	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (<i>If applicable</i>)
6. ISSUED BY US Department of Labor Customer Acquisition Services 200 Constitution Ave., NW S-4307 Washington DC 20210	CODE CAS	7. ADMINISTERED BY (<i>If other than Item 6</i>)	CODE
		(x) 9A. AMENDMENT OF SOLICITATION NO. 1605C5-25-R-00002	
		x 9B. DATED (<i>SEE ITEM 11</i>) 07/08/2025	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (<i>SEE ITEM 13</i>)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (*If required*)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (<i>Specify authority</i>) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (<i>such as changes in paying office, appropriation date, etc.</i>) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (<i>Specify type of modification and authority</i>)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.*)

The purpose of this amendment is to revise Section C 1.7.7 - Place of Performance. See the attached schedule for more information.

Period of Performance: 02/06/2026 to 02/05/2027

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (<i>Type or print</i>) _____ (Signature of person authorized to sign)	16A. NAME AND TITLE OF CONTRACTING OFFICER (<i>Type or print</i>) SHAYLA E. BATTLE TEL: 202-693-7176 EMAIL: battle.shayla.e@dol.gov		
15B. CONTRACTOR/OFFEROR _____ (Signature of Contracting Officer)	15C. DATE SIGNED _____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)	16C. DATE SIGNED _____ (Signature of Contracting Officer)

SECTION B – SF 1449 CONTINUATION PAGE

B.1 CONTRACT TYPE & COST/PRICE SCHEDULE

The Government anticipates an award of one contract which has both firm-fixed-price and/or labor-hour line items. See Attachment 3 – Pricing Sheet CES and Technical Exhibit 3 below for the detailed cost/price information.

B.2 DISCOUNTS

Offerors shall factor in all costs and any applicable discounts of performing the requirements under this solicitation.

END OF SECTION B

SECTION C – PERFORMANCE WORK STATEMENT

PART 1 - GENERAL INFORMATION

1.1 Mission

To secure and maintain survey participation and the collection of confidential employment, hour, and wage data used for the development of principal federal economic indicators that measure the health of the U.S. economy.

1.2 Description of Services/Introduction

The Bureau of Labor Statistics (BLS) collects data each month on employment, hours, and earnings from a sample of nonfarm establishments through the Current Employment Statistics (CES) program. The CES survey includes about 122,000 businesses and government agencies, which cover approximately 666,000 individual worksites drawn from a sampling frame of Unemployment Insurance (UI) tax accounts covering roughly 11 million establishments. The active CES sample includes approximately one-third of all nonfarm payroll employees in the 50 states and the District of Columbia. From these data, a large number of employment, hours, and earnings series in considerable industry and geographic detail are prepared and published each month.

The CES survey collects the following data elements from business establishments:

- All Employees (AE)
- Women Employees (WE)
- Production and Nonsupervisory Employees (PE)
- AE Payroll
- AE Hours
- AE Commissions (paid at least once per month)
- AE Overtime Hours (manufacturing only)
- PE Payroll
- PE Hours
- PE Commissions (paid at least once per month)
- PE Overtime Hours (manufacturing only)

For more information on the data collected by CES, please see Technical Exhibit 5 – CES Forms and Data Elements.

The primary statistics derived from the CES survey are monthly estimates of employment, hours, and earnings for the nation, states, and major metropolitan areas. Preliminary national estimates for a given reference month are typically released on the third Friday after the conclusion of the reference period in conjunction with data derived from a separate survey of households, the Current Population Survey (CPS). The reference period for the CES survey is the pay period which includes the 12th of the month. For more information on the CES production schedule, please see Technical Exhibit 6 - CES Schedule.

For more information on CES, please visit <https://www.bls.gov/ces/>.

The contractor shall provide all personnel and supervision to provide non-personal services necessary to perform BLS CES Data Collection activities as defined in this Performance Work Statement, except as Specified in Part 3 as government-furnished property and services. The contractor shall perform to the standards in this contract action.

1.3 Background

BLS is pursuing a contract to outsource data collection activities to a contractor. Specifically, BLS is seeking for a contractor to perform Current Employment Statistics (CES) Data Collection Center (DCC) operations.

Each month, the Bureau of Labor Statistics (BLS) collects data on employment, payroll, and paid hours from a sample of establishments.

CES has a comprehensive program of new sample unit enrollment in four CES Data Collection Centers. Nearly all initial CES enrollment occurs in the DCCs via Computer Assisted Telephone Interviewing (CATI). After successful enrollment the DCCs will collect data via CATI before transferring to a hybrid collection mode called Flex reporting. Flex reporting is a dynamic collection method where CES attempts to collect microdata via the BLS web collection tool based on a respondent's previous reporting behavior. With Flex reporting, the DCCs still perform initial enrollment for each case via telephone and collect the data for three months prior to the case being eligible for Flex. Once a case is converted to Flex, the respondent will receive email prompts during the beginning of the collection cycle. If the respondent does not report online by their typical reporting timeframe, the DCC will contact the respondent to collect the data via CATI. Flex designated cases are DCC-owned and credited to the DCCs, whether the data was collected via CATI or the web collection tool. Approximately 25 percent of all ongoing CES monthly collection occurs in the DCCS, where 56 percent of those cases are collected via Flex web collection. The DCCs are responsible for resolving all Flex cases that fail edit and screening checks. In addition, the DCCs conduct an ongoing program of refusal conversion.

CES respondents who are not Flex but also report via the web collection tool are called Web respondents. These firms are enrolled by the DCCs but are transferred to Web at the respondent's request. Web respondents are also prompted monthly via email but are not contacted by the DCC for monthly nonresponse. Data collected through this method are subject to a series of edit and screening checks and the Help Desk is required to resolve any failures prior to being transmitted to CES. About 10 percent of CES data are collected by Web.

The BLS Electronic Data Interchange (EDI) Center enrolls and collects data from large firms, typically those with fifty or more worksites. Firms that report to the EDI Center provide an electronic file to CES each month in a prescribed file format. This file includes data for all of the firm's worksites. The file is received, processed, and edited by the EDI Center. About 56 percent of CES data are collected by EDI.

The CES DCCs collect less than one percent of CES data by fax.

For the establishments that do not use the above methods, data are collected using other web collection tools, email, or other special arrangements. Approximately eight percent of CES data are collected in these manners.

CES engages in continuous process improvement activities to improve quality and efficiency and often implements changes that may affect how data are collected or processed. For more information on the evolution of CES data collection, please visit:

<https://www.bls.gov/opub/mlr/2016/article/one-hundred-years-of-current-employment-statistics-data-collection.htm>

a) CES Survey Units

The CES survey consists of certainty selected and probability selected units. All government units, units with large levels of employment, and units processed by the EDI Center are certainty selections and remain in the CES survey indefinitely. All remaining units are selected by probability and remain in the CES survey for at least two years, but typically no more than four consecutive years. All new probability selections and some certainty selections are enrolled by the DCCs.

For more information on the CES sample, please visit:

<https://www.bls.gov/web/empsit/cestn.htm>

1.4 Objectives

The contractor shall provide non-personal services for the CES program with survey data collection services at the government Data Collection Centers in Atlanta, GA; Dallas, TX; Kansas City, MO; and Fort Walton Beach, FL. Limited telework flexibility will be provided. Further, the contractor shall provide Help Desk services in Suitland, MD. The contractor shall engage in their best effort to provide quality control (QC), training, and project management to support contractor operations at the Data Collection Centers and Help Desk and fulfill the DCC's mission.

The government retains responsibility for CES survey methodology, procedures, and tools including:

- Sampling methodology and selection.
- Assignment of cases for enrollment and collection to Data Collection Centers.
- Data collection instruments, including all hardware, software, and dashboards.
- Policies and procedures for enrollment, collection, and refusal conversion.

- BLS-created training materials.

1.5 Scope

The contractor shall provide data collection services for the CES surveys in Federal government DCCs, with limited telework flexibility. The contractor shall engage in best efforts to perform activities which include but are not limited to the following:

- a) Perform address refinement activities on sample units, known as cases, provided by the government to verify and update unit registry information, confirm the business is still operational, and identify a point of contact (POC) to receive enrollment packages prepared by the contractor. This activity ensures that the government has the most current sample unit contact information to successfully enroll participants into the survey.
- b) Secure sample unit respondent participation in the survey, known as enrolling cases, to ensure consistent participation that is representative of the sample frame across all government-provided sample panels.
- c) Contact refusal cases to attempt to convert them into respondents and increase respondent participation in the survey.
- d) Contact enrolled respondents who report data via BLS's proprietary Computer Assisted Telephone Interview (CATI) system on a monthly basis to collect current month data and missing data from previous months, reviewing and addressing edit and screening errors flagged by the CATI system during the call with respondents.
- e) Schedule dates and times with the respondent to collect data for the following month to increase the likelihood of successful collection.
- f) Attempt to transition respondents with established survey participation to the government data collection website to streamline data collection and provide contractor staff with additional time to work on address refinement and enrollment.
- g) Contact web respondents who did not submit data after receiving government-issued reminder emails to improve data collection rates.
- h) Attempt to minimize collection by fax, email, and other means to reduce the risk of breaches and errors from manual data entry.
- i) Contact respondents whose reported microdata failed edit and screening tests to obtain and enter corrected data or enter explanatory comment codes into the CATI system to either confirm the accuracy of or correct the data so they can be included in estimation.
- j) Operate a Help Desk to support web respondents, manually enter data received from the government, and resolve data quality issues to ensure the accuracy of the data so they can be included in estimation.

- k) Assist the government in troubleshooting and resolving systems problems and formulate recommendations on complex technical problems, as well as provide recommendations on software and hardware changes when needed to support the continual improvement of government operations.
- l) Resolve issues related to information technology issues expeditiously to maintain high levels of productivity.

The contractor shall provide quality control, training, and project management oversight to support contractor activities and ensure that acceptable quality levels are consistently met or exceeded.

1.6 Period of Performance

The period of performance shall be for one (1) Base Period of 12 months and four (4) 12-month option periods:

Base Period:	02/06/2026 – 02/05/2027
Option Period 1:	02/06/2027 – 02/05/2028
Option Period 2:	02/06/2028 – 02/05/2029
Option Period 3:	02/06/2029 – 02/05/2030
Option Period 4:	02/06/2030 – 02/05/2031

The government reserves the right to extend the term of this contract action at the prices set forth in Section B in accordance with the terms and conditions contained in clause 52.217-9 entitled, “Option to Extend the Term of the Contract”.

1.7 General Information

1.7.1 Quality Control

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which they assure themselves that their work complies with the requirement of the contract. At a minimum, the contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary Matrix. After acceptance of the quality control plan, the contractor shall receive the Contracting Officer's (CO) acceptance in writing of any proposed change to their Quality Control Plan.

1.7.2 Quality Assurance

The government shall evaluate the contractor's performance under this contract action in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The government will establish a Quality Assurance Surveillance Plan for each task contained in this PWS.

1.7.3 Government Remedies

The Contracting Officer shall follow FAR 52.212-4, “Contract Terms and Conditions-Commercial Items” or 52.246-4, “Inspection of Services-Fixed Price” for contractor’s failure to perform satisfactory services or failure to correct non-conforming services.

1.7.4 Recognized Holidays

The contractor is not authorized to perform work on recognized holidays without the prior approval of the Contracting Officer. Approved work performed on holidays or non-workdays shall be billable at regular rates.

New Year's Day
Martin Luther King, Jr.
Inauguration Day (Washington, DC area only)
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

1.7.5 Unscheduled Dismissals

Certain events, such as Executive Orders, inclement weather, or emergencies may result in the closure of a government facility. Contractor employees may be required to work on federal holidays as determined by the terms and conditions of their contract or task order.

- Contractor employees are required to work on dates considered holidays by Executive Orders, during inclement weather or emergencies, unless the contract terms and conditions authorize a paid holiday.
- If the government facility in which a contractor employee is scheduled to work is closed due to the holiday declared by Executive Order, inclement weather, or emergencies, and the employee is not required to report to work, payment will not be made for those hours if the subject contractor or task order is a Time and Materials type contract, e.g., a Labor Hour contract. Similarly, if the contract is of a Fixed Price nature, no deductions shall be made from the contract price for the holiday, inclement weather, or emergencies.
- The contractor employee shall abide by their employer’s stated policy on how to handle the closure of a contractor work site. For example, a contractor employee may be performing administrative functions or other non-critical duties in government-owned or controlled space under a task order issued under a Multiple Award Schedule contract. If an Executive Order creates a government holiday that closes the contractor employee’s duty station, the Government will not pay the contractor for that day, if the contract was awarded on a time or materials basis. (Whether the contractor employee is compensated by the employing contractor is a different matter).

- In the alternative, if a contractor was performing guard services in a federal building and a holiday, inclement weather, or emergency was declared, work performance would still be necessary. It is expected that the contract or task order would specifically address building protection in the case of these events.
- With respect to telecommuting, pursuant to FAR § 7.108, which implemented section 1428 of Public Law 108-136, an agency shall generally not discourage a contractor from allowing its employees to telecommute in the performance of government contracts. If telecommuting is not a viable option for performance under a contract or task order, the contracting officer shall make a pre-award determination stating that the requirements of the agency, including security requirements, cannot be met.

1.7.6 Hours of Operation

Please refer to the Place of Performance section below for the hours of operation. Hours of operation are subject to change by the government.

1.7.7 Place of Performance

a) Data Collection Centers

The DCCs are located in Federal government facilities in Atlanta, GA, and Dallas, TX, and in government leased space in Kansas City, MO, and Fort Walton Beach, FL. Limited telework flexibility is available under conditions listed in section 1.7.8. All four DCCs are responsible for cases nationwide; assignments are not made on a regional basis. All employees must live within commuting distance of the DCC they report to.

DCC	Address	Hours of Operation*	Workstations
Atlanta	61 Forsyth St, S.W. Atlanta, GA 30303	6 am – 7 pm (Eastern)	72
Dallas	525 Griffin St Suite 221 Dallas, TX 75202	6 am – 7 pm (Central)	50
Kansas City	2300 Main St Room 11048 Kansas City, MO 64108	6 am – 7 pm (Central)	110
Fort Walton Beach	73 Eglin Pkwy, Ste 303 Fort Walton Beach, FL 32548	6:30 am – 5:30 pm (Central)	115

*Hours of operation are subject to change.

The total number of workstations listed in the chart above includes cubicles and private offices available to contract staff at each DCC and represents the maximum number of staff that can work at each site. Interviewer workstations are cubicles and supervisory workstations are typically private offices, dependent on availability. Interviewers are not allowed to use private offices. If additional funding and equipment become available, the maximum number of staff may be increased at the government's discretion.

The government reserves the right to open new DCC locations and/or close existing DCC locations. In the event that DCCs are added or removed, workload will be redistributed across the DCCs according to workstation and staffing availability.

b) CES Help Desk

The Help Desk is based in the BLS National Office in Suitland, MD. The Help Desk is primarily responsible for supporting web respondents. The Help Desk also manually enters data received at the National Office and resolves data quality issues.

Help Desk	Address	Hours of Operation	Workstations*
Suitland, MD	Bureau of Labor Statistics 4600 Silver Hill Rd Hillcrest Heights, MD 20746	7:30 am – 8 pm (Eastern)	<u>105</u>

*The total number of CES Help Desk staff is 5, but this number may increase as determined by the government. The BLS headquarters is not expected to have physical space to house the CES Help Desk in the Suitland Federal Center. Help Desk interviewers will be granted 100% telework flexibility; however, they must still reside within commuting distance of the BLS headquarters. If physical space is secured for the CES Help Desk, Help Desk interviewers will be subject to the same telework flexibilities afforded to interviewers in the DCCs.

1.7.8 Telework

Telework flexibility is provided to the contractor. Only contractor staff with satisfactory performance shall be deemed eligible to telework. Contractor staff eligible to telework must conform to the requirements set forth in this PWS.

The contractor shall submit a Telework Plan for BLS approval that identifies metrics for how the contractor will deem interviewers as eligible to telework and determine which staff should be on site within a given day. The Telework Plan shall ensure that on-site staff be representative of the contractor's staff and at a minimum include recent hires, trainers, low performers in need of support, high performers to provide mentoring and training, and enough supervisors on site to monitor interviewers working in federal facilities. Individual contractor staff who lack an adequate work environment (e.g., no suitable off-site workspace, or personal residence having inadequate Internet connection) shall be permitted to work on-site. Contractor staff who are determined to be eligible for telework but have a preference to work on-site shall be permitted to work on-site. The PM and contract management team must rely on productivity data to demonstrate that contractor staff in a telework status are as productive as when they are working on-site in federal facilities. Telework in any location other than contractor staff's residence must be approved by the DCC Manager.

Contractor staff deemed eligible to telework under a Telework Plan approved by the government must complete the DOL Telework training requirements prior to being permitted to work remotely. Telework-eligible contractor staff must be within commuting distance of their physical

work locations and must be available to be recalled into the office by the contractor with one business day's notice. Contractor staff on a telework status who experience hardware or technical issues that cannot be addressed remotely shall report to the federal facility to have equipment repaired no later than the next business day when they are scheduled to work following the determination that technical issues must be resolved on-site. The contractor shall not be compensated for commute times for teleworking staff bringing their government-furnished equipment for troubleshooting or repairs.

The government may, at its discretion, limit the number of contractor staff permitted in the office at a given time, in which case the Telework Plan should be used to determine which contractor staff will be in a telework status. The government reserves the right to review the Telework Plan at its discretion and request changes. The government also reserves the right to rescind the Telework Plan and recall contractor staff into the office with five business days' notice.

The government may, at its discretion, require that all contracting staff telework on specified dates to ensure preparedness for continuity of operations.

All teleworking sites must be documented and approved by the Contracting Officer's Representative (COR) prior to use. All telework sites must meet the security requirements described in the BLS Confidentiality and Security Requirements.

1.7.9 Type of Contract

The government anticipates the award of a hybrid firm-fixed-price and labor hours contract. Project management, supervision, and training are expected to be covered under a firm-fixed-price component. All other labor categories are expected to be covered under a labor hours line item.

1.7.10 Security Requirements

a. Confidentiality and Security

The contractor shall comply with the attached the BLS Confidentiality and Security Requirements. Contractor personnel with access to BLS sensitive information must become agents of the BLS by signing a BLS Agent Agreement and completing BLS confidentiality training. The BLS Confidentiality and Security Requirements, which include the Confidentiality Information Protection and Statistical Efficiency Act and the BLS Agent Agreement, can be found in Attachments A.1 and A.2, respectively.

b. Physical Security

The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be physically secured.

c. Key Control

The contractor shall establish and implement methods of making sure all keys/key cards issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

d. Lost Keys

In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the government, at its option, may replace the affected lock or locks or perform re-keying. When the government, the total cost of re-keying or the replacement of the lock, performs the replacement of locks or rekeying or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, the government and the total shall replace all locks and keys for that system cost deducted from the monthly payment due the contractor.

f. Key Use

The contractor shall prohibit the use of government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

g. Lock Combinations.

The contractor shall establish and implement methods of ensuring that not all lock combinations are revealed to unauthorized persons. The contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the contractor's Quality Control Plan.

h. Conservation of Utilities

The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

1.7.11 Data Rights

The government has unlimited rights to all documents and materials produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be government owned and are the property of the government with all rights and privileges of ownership/copyright belonging exclusively to the government. All

materials supplied to the government will be the sole property of the government and may not be used for any other purpose. This right does not abrogate any other government rights.

1.7.12 Special Qualifications

Not applicable.

1.7.13 Post Award Conference/Periodic Progress Meetings

The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The CO, COR, and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.7.14 Contracting Officer's Representative

A COR will be delegated separately.

1.7.15 Key Personnel

The contractor shall identify the key personnel that will be responsible for managing the contract. The Project Manager is considered key personnel for the contract. See 5.7.1 for PM requirements. The PM shall be the single point of contact for the management of this contract. The PM is responsible to the COR and the CO for compliance with all the requirements of this contract. This is expected to be a full-time position.

The PM shall supervise and maintain a comprehensive management organization over staff working on this contract. A staff management plan delineating the lines of authority shall be maintained and provided to the COR on a quarterly basis. The PM must meet with the COR and other program officials no less than once per month to discuss issues related to the administration of the contract and actual performance on respective tasks. The contractor shall be available to attend in-person at the BLS National Office in Suitland, MD, for these meetings at least once quarterly; other meetings can be held by conference call or other virtual method. The contractor shall not remove or divert key personnel unless written notice is provided at least 30 business days prior to the removal. Furthermore, a replacement for the key personnel must be approved by the CO at least 10 business days prior to the removal to ensure business continuity and transfer of institutional knowledge.

In the event that any of the key personnel named in the contractor's proposal, as accepted by the government, are unable to perform because of death, illness, resignation from the contractor's employ, or other reasons, the contractor shall submit a written notice immediately to the CO. A detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any other information that the CO deems pertinent to approve the substitution shall be submitted to the CO as soon as possible, but no later than 30

days after this initial written notification. No substitution is to be made without prior written approval by the CO. The Project Manager is designated as Key Personnel.

1.7.16 Identification of Contractor Employees

All contract personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel will be required to obtain Personal Identity Verification (PIV) cards from a Government Services Administration credentialing center to access government facilities and networks.

1.7.17 Contractor Personnel Conduct

Contractor personnel's conduct shall not reflect discredit upon the government. The contractor shall ensure that personnel present a professional appearance. The contractor's employees shall observe and comply with all local policies and procedures posted at each site concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substances. The contractor is responsible for ensuring that any contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. The contractor shall ensure no contractor employees conduct political-related activities or events in any government or government-leased facilities.

The contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures. The contractor shall adhere to and use the versions/revisions in effect. The contractor shall comply with the policies and procedures set forth in all such documents.

1.7.18 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract action may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI), as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.7.19 Phase In/Phase Out Period

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the contractor shall have personnel on board during the forty-five (45) day phase in/phase out periods. During the phase in period, the contractor shall become familiar with performance requirements in order to commence full performance of services on the contract action start date.

PART 2 - DEFINITION & ACRONYMS

Contracting Officer's Representative. A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Quality Assurance. Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

Quality Assurance Surveillance Plan. An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Best Effort: That effort expended by the contractor to perform within the awarded ceiling price all work specified in this acquisition and all other obligations under this acquisition. This effort includes providing required qualified personnel, properly supervised, and following industry accepted methodologies and other practices. The effort is further characterized by operating at all times with the government's best interest in mind, using efficient and effective methods, and demonstrating sound cost control. The effort must be identical to the effort that would be expended if this were a firm-fixed price acquisition and the contractor's profits were dependent upon reducing costs while meeting the government's requirements in terms and quality and schedule. Failure to provide this required effort may result in the withholding of payment for hours expended that do not qualify as best effort or a reduction in the rate per hour to reflect decreased value of services received.

PART 3 – GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 General

The government will provide office space for the Data Collection Centers that includes office furniture (desks, chairs, and office storage), information technology (computers, printers, monitors, keyboards, and internet connections), normal office supplies (pens, paper, staplers, etc.), electronic fax services, internet, and telephone access. The government will provide headsets for teleworking.

3.2 Equipment

The government will not provide private desktop printers for the offices. The government will not provide additional equipment for home offices such as standing desks, additional keyboards, or monitors. The contractor shall be responsible for providing any equipment deemed necessary for reasonable accommodations approved for contractor staff.

The government will not provide office space for a project management office. The government will provide a laptop computer to the PM.

The government will retain title to all government-furnished property. All materials developed by the contractor under this contract shall become the property of the U.S. Department of Labor. The government-furnished property and the materials developed by the contractor under this contract shall only be used for the performance of this contract.

The government will maintain all facilities and equipment that shall be provided for use by the contractor. Additionally, the contractor shall ensure that its personnel do not misuse any government-furnished property.

The government will provide CATI and Help Desk processing software.

If due to the default, negligence (whether of action or omission), or dishonesty of the contractor or its employees, or any combination of the prior activities, any government-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the government for such loss or damage.

Any separating contractor staff shall return all equipment upon their last day including laptops, wired and wireless headsets and docking stations, and power cords for the laptops. After five workdays, if the equipment is not returned, the contractor shall replace it or pay for the replacement cost. The government at its option, may, in lieu of payment, require the contractor to replace, at its own expense, all property lost or damaged. The contractor shall not provide computer hardware or software without approval from the government. The contractor shall provide a plan on how to reimburse the government for equipment lost or damaged by contractor staff.

3.3 Services

3.3.1 Utilities

The government will ensure all utilities in the facility will be available for the contractor's use in performance of tasks outlined in this PWS.

3.4 Facilities

The government will furnish all necessary workspace required for contractors working onsite to support the effort(s) outlined in this PWS, to include desk space, telephones, computers and other items necessary to maintain an office environment.

PART 4 - CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General

Except for those items specifically stated to be government-furnished in Part 3, the contractor shall furnish all other items required to perform the services in this PWS.

4.2 Clearance

The contractor's employees, performing work in support of this contract action shall have undergone the DOL Department of Personnel Suitability and Security clearance process prior to onboarding.

PART 5 - SPECIFIC TASKS

The contractor shall provide for the program support activities to plan, monitor, and control work assignments to ensure that all work assignments are completed in a timely, cost effective, and highly competent manner. The integration and coordination of all activities needed to execute the task shall be timely, complete, and effective.

The following tasks must be conducted within the guidelines of the BLS Data Integrity document. For more information, please see Attachment 2 – BLS Confidentiality and Security Requirements – 2.A.3 – Data Integrity Document.

Task	Sub-task	Sub-task Number
Address Refinement and Enrollment	Address Refinement	5.1.1
	Enrollment Of New Sample	5.1.2
	Refusal Conversion	5.1.3
	Address Refinement and Enrollment Performance Measures	5.1.4
Multi-Modal Collection	CATI Collection	5.2.1
	Web Collection	5.2.2
	Fax Collection	5.2.3
	Email Collection	5.2.4
	Collection Performance Measures	5.2.5
Help Desk	Web Respondent Support	5.3.1
	Web Edit Reconciliation and Data Quality	5.3.2
	Data Processing	5.3.3
	Other Help Desk Support Activities	5.3.4
	Help Desk Performance Measures	5.3.5
Training	Collection Training	5.4.1
	Non-Response Prompting Training	5.4.2
	Address Refinement Training	5.4.3
	Enrollment Training	5.4.4
	Annual Recertification	5.4.5
	Other Required Training	5.4.6
	Training Performance Measures	5.4.7
Quality Control	Government Quality Assurance	5.5.1
	Contractor Quality Control	5.5.2
	Quality Control Performance Measures	5.5.3
Project Management	Phase-In Of Work	5.6.1
	Program Support Activities	5.6.2
	Phase-Out Of Work	5.6.3

Task	Sub-task	Sub-task Number
	Project Management Performance Measures	5.6.4

5.1. Address Refinement and Enrollment

5.1.1 Address Refinement

- a) The government will provide quarterly enrollment panels, containing business establishments that need to be enrolled into the CES survey over the next calendar quarter. A business establishment consists of a single Unemployment Insurance (UI) number, which can contain one or more business worksites with shared ownership in a single state. The government will cluster UIs by Federal Employer Identification Number (EIN) and load the resulting cases into the government CATI system. The contractor shall distribute cases to contractor staff using the government CATI system. While the government provides enrollment panels on a quarterly basis, the contractor may exercise their discretion in when and how they choose to assign cases to interviewers. For more information, please see Technical Exhibit 8 – CES CATI System.
- b) The government will provide case registry information that will usually contain the business name, UI, EIN, North American Industry Classification System (NAICS) code, and address. Point of contact (POC) information, including name and telephone number, is sometimes provided to the contractor.

The contractor shall verify and update case registry information, confirm that the business is still operating, and call the establishment to identify a POC who will receive a physical or electronic survey enrollment package. The contractor shall use the government CATI system telephone auto dialer for all outgoing calls. No calls can be made from non-government-furnished equipment. While working onsite, contractor staff must use government-designated telecommunication methods and protocols unless otherwise approved by the government. The contractor shall use workstation mode which connects the physical phone to the laptop in the interactive voice response system unless directed otherwise by the government. The contractor shall use session-initiated protocol station mode in the interactive voice response system while teleworking unless directed otherwise by the government. The contractor shall enter the POC information into the government CATI system. The contractor shall use the government CATI system or DCC Manager–approved workarounds to print forms.

- c) The government will provide electronic or physical enrollment materials as needed.

The contractor shall prepare physical enrollment packages as needed, including cover letter, form, brochures, and pocket folder, for mailing by assembling materials and stuffing envelopes. The contractor shall prevent confidentiality breaches by verifying that inserts for each envelope are only for one POC.

The government will provide pre-paid postage envelopes for all physical enrollment packages. The contractor shall deliver completed enrollment packages to a designated onsite location for mail pick-up.

5.1.2 Enrollment of New Sample

a) The contractor shall call the POC for the new enrollment case to verify physical address and obtain an email address. The contractor shall send POC an enrollment package and verify receipt. The contractor shall use the government CATI system telephone auto dialer for all outgoing calls. The contractor shall solicit survey participation, which typically includes the following steps:

- Explain the CES survey
- Detail the scope of the survey request
- Answer respondent questions
- Verify UI number
- Update respondent contact information
- Collect data for all CES data items that are available
- Determine if data are consistent with quarterly UI records, and
- Plan for future monthly collection

Survey enrollment typically requires multiple contacts to successfully convert a POC to a CES respondent. The contractor shall make the necessary number of contacts to complete enrollment. The contractor shall work to convert initial refusals to productive cases before marking initial refusals as final refusals. The contractor shall identify another POC or transfer the case to a different interviewer, if necessary, in order to convert an initial refusal into a productive case.

b) The contractor shall provide at least one bilingual (English/Spanish) staff member at each DCC to enroll and collect data from Spanish speaking respondents. (Note: enrollment and collection in Spanish is rare, far less than one percent of cases).

5.1.3 Refusal Conversion

The government will identify previous final refusal cases that should be re-attempted for enrollment. Typically, the government will wait for at least one year after initial attempted enrollment to provide these refusal cases to the contractor. The government will load these refusal conversion cases into the government CATI system.

The contractor shall distribute refusal conversion cases to contractor staff using the government CATI system. Interviewers should take the Refusal Aversion Training prior to engaging in refusal conversion activities. The contractor shall attempt to obtain survey participation from the cases selected for refusal conversion by following the steps for Address Refinement and Enrollment.

5.1.4 Address Refinement and Enrollment Performance Measures

a) Quality Standards

The contractor shall attempt to enroll all new sample cases provided by the government within a calendar quarter. The contractor must attempt to contact all of the approximately 70,000 cases provided per year for enrollment (this number can vary by plus or minus 5% per year).

The contractor shall attempt to enroll all refusal conversion cases provided by the government within a calendar quarter. The contractor is expected to contact the approximately 8,000 cases that will be provided per year (this number can vary by plus or minus 20% per year).

b) Acceptable Quality Level (AQL)

Quarterly Panel Enrollment Response (excluding UI Number Enrollment Verification)

The following rates are calculated for each quarterly panel based on the number of months since panel assignment at CES's first revision of estimates (CES 2nd Closing). The government will calculate these rates at the aggregate level and for each individual DCC. The contractor shall achieve an aggregate level that is equal to or greater than the rates listed in the chart below and ensure that no DCC is more than five percentage points lower than any of the rates listed in the chart below. For more information on the calculation of these rates, please see Technical Exhibit 7 – CES Response Rate Calculation.

Collection, UI Number Enrollment Verification, and Refusal Conversion

The following rates are calculated for each quarterly panel based on the number of months since panel assignment at CES 1st Closing. The government will calculate these rates at the aggregate level and for each individual DCC. The expectation of the contractor is that the aggregate level is equal to or greater than the rates listed in the chart below and that each DCC is no more than five percentage points lower than any of the rates listed in the chart below. For more information on the calculation of these rates, please see Technical Exhibit 7 – CES Response Rate Calculation.

Rate	2nd month	3rd month	4th month	5th month	6th month
Enrollment Response	40%	60%	75%	75%	75%
AE Hours & Earnings Response	-	-	55%	55%	55%
PE Hours & Earnings Response	-	-	45%	45%	45%
UI Enrollment Verification	-	-	95%	-	-
Refusal Conversion	-	-	25%	25%	25%

c) Monitoring Method

The contractor PM and supervisory team shall monitor address refinement, enrollment, and refusal conversion activities by analyzing reports detailing performance metrics at the individual and collective levels. The contractor is expected to remediate address refinement, enrollment, and refusal conversion issues as they are identified to increase the likelihood that acceptable quality levels are met.

The government will be monitoring performance concurrently and notify the contractor PM of any potential issues they have identified.

At the monthly meeting between the contractor and the government, the prior month's address refinement, enrollment, and refusal conversion attempts will be reviewed and discussed.

5.2 Multi-Modal Collection

The contractor shall collect monthly CES data primarily via CATI. The contractor shall collect data at the earliest time available from each respondent. The contractor shall collect data according to the CES production schedule with the goal of maximizing collection by CES 1st Closing. The contractor shall collect data that were not available by CES 1st Closing as soon as they become available, preferably before CES 2nd Closing.

The contractor shall be responsible for DCC-owned cases collected by Flex reporting by resolving edit and screening errors, even when there are respondent notes, and calling the respondent for parameter edits within the policy guidance of the data integrity document.

The contractor shall work with respondents during the initial phase of CATI collection period with the goal of preparing the respondent for a successful transition to Flex Reporting. The government can change the length of this initial CATI collection period at its discretion. The contractor shall use this initial CATI collection to effectively train the respondent on providing accurate and timely data in preparation for moving the respondent to web reporting. The contractor shall work to minimize the number of respondents that remain on permanent CATI, which should be reserved only for respondents that are unable or unwilling to submit data on the government web collection tool.

The contractor shall ensure that respondent contact information remains up to date. If the respondent is no longer available at the establishment, the contractor shall identify and enroll a new respondent. The contractor shall verify the UI number(s) for each case at least annually. The contractor shall notify the government if the establishment has been part of a merger, acquisition, or experienced any other major structural change.

The contractor shall notify the government if a case needs to be transferred to another DCC and assist with the transfer and re-assignment of the case. Transfers between DCCs are necessary when either the contractor or the government identifies that a case being collected at one DCC shares a common respondent with a case being collected at another DCC.

The government will provide updates, when applicable, to UI account information. These changes typically consist of updates to the UI number, changes to the worksites within that UI

account, changes to NAICS industry code, or similar changes related to the structure or classification of the UI account. When needed, the contractor shall confirm these updates with the respondent and ensure that data reported match the updated UI account information.

5.2.1 CATI Collection

The government will provide a CATI system designed specifically for CES collection. The contractor shall use the government CATI system telephone auto dialer for all outgoing calls. For more information, please see Technical Exhibit 8 – CES CATI System.

The government will email monthly reminders to Flex respondents requesting the current reference month's data. The government may at some point in the future send electronic monthly reminders to CATI respondents.

The contractor shall call respondents that have agreed to participate in the CES survey to collect all data items for the current month and any missing data for the previous two months. The contractor shall enter data provided by the respondent into the government CATI system.

The contractor shall review and address edit and screening errors flagged by the government CATI system. The contractor shall verify the data with the respondent and either correct it or address it by entering an appropriate comment code and documentation in the notes section.

The contractor shall schedule with the respondent a date and time for collecting data for the subsequent month and enter this date and time into the government CATI system. The contractor shall attempt to schedule future collection so that data can be collected before the next month's CES 1st Closing.

The government will provide a notes template used to record all pertinent information about all contacts with respondents. The contractor shall enter notes in the government CATI system based on this template.

During the initial period of CATI collection, the contractor shall prepare respondents for a transition to reporting data via the government provided web collection tool. The contractor shall collect and enter a valid email address into the government CATI system. The contractor shall provide detailed information to the respondent on entering data on the BLS web collection tool.

The contractor shall collect data by permanent CATI from respondents who are unable or unwilling to report by web. For these cases, the contractor shall document in the case notes why the respondent will report by permanent CATI and not by web.

5.2.2 Web Collection

The government will provide and operate a web collection tool(s). The government will provide all hardware, software and technical staff to support the web collection tool(s). The government will develop updates, both major and minor, to the web collection tool(s). For more information, please see Technical Exhibit 9– CES Web Collection Tool.

The government will email or print and mail upon request replacement forms, including instructions, to each web respondent annually. Note: these forms are used by web respondents as reference and not used for actual data submission.

The government will send monthly email reminders to web respondents. The current schedule for sending these emails is listed in the chart below. The government may alter this schedule in the future, based on either internal or external research, with the goal of improving web response.

Type of Reminder	Sent to	1st Closing	2nd Closing
Advance Notice email	All web respondents*	12th of the month or next business day	Not sent
Non-response prompt (NRP)	Nonrespondents*	About 10 days before 1st closing	About 10 days before 2nd closing
Last chance	Nonrespondents*	Morning of 1st Closing	Not sent

*Respondents can elect not to receive email prompts.

The contractor shall place Non-Response Prompt (NRP) telephone calls to web respondents who did not submit data after receiving NRP emails. This should occur during the week leading up to CES 1st Closing and the week leading up to CES 2nd Closing. If the contractor is not able to speak with the respondent during the first call, the contractor shall place a follow-up call to the respondent to remind him or her to report by web. If the contractor is unable to speak to the respondent during a follow-up call, the contractor shall leave a voicemail reminder to report data. If the respondent offers to provide data by telephone instead of by web, the contractor shall enter these data into the government CATI system. The contractor shall use the government CATI system telephone auto dialer for all outgoing calls. The government may alter this schedule in the future, based on either internal/external research or program priorities, with the goal of maximizing the total response rate and/or minimizing respondent burden.

The government will provide monthly delinquent quarterly panels, containing web cases that have not provided data for two or more consecutive months. The government will identify these cases and load them into the government CATI system.

The contractor shall distribute these delinquent cases to contractor staff. The contractor shall call these delinquent respondents to resolve any issues that are preventing successful web reporting. If the respondent is unable or unwilling to return to reporting data by web, the contractor shall collect data by permanent CATI using the government CATI system.

5.2.3 Fax Collection

The contractor shall minimize the use of fax collection and shall use fax collection only to avert a refusal. The government may, at its discretion, decide to discontinue fax collection during the term of this contract.

The contractor shall fax monthly reminders to fax respondents using the government CATI system. The contractor shall distribute data received via fax to assigned contractor staff. The contractor shall manually enter data into the government CATI system. The contractor shall review, and address edit and screening errors flagged by the government CATI system. The contractor shall verify the data with the respondent and either correct or address the data by entering an appropriate comment code and documenting in the notes section.

5.2.4 Email collection

Due to the manual work required to collect data via email, the contractor shall only offer email collection as an option to respondents to avert a refusal. The contractor shall follow all established rules and guidelines on the use of email for data collection provided by the government.

The government will email monthly reminders to email respondents.

The contractor shall manually enter data into the government CATI system from emails received. The contractor shall review, and address edit and screening errors flagged by the government CATI system. The contractor shall verify the data with the respondent and either correct or address the data by entering an appropriate comment code and documenting in the notes section.

5.2.5 Collection Performance Measures

a) Quality Standards

The contractor shall attempt to collect data for all cases before CES 1st Closing. The contractor shall attempt to collect data for all cases that did not provide data by CES 1st Closing before CES 2nd Closing.

The contractor shall attempt collection on all DCC owned cases provided by the government. The contractor is expected to contact the approximately 80,000 DCC cases provided monthly for CATI or Flex collection.

The contractor shall contact all NRP telephone cases provided by the government. This includes approximately 15,000 cases monthly during the week leading up to CES 1st Closing and 2,000 cases monthly during the week leading up to CES 2nd Closing (these numbers can vary plus or minus 20%).

The contractor shall attempt collection on all delinquent cases provided by the government. The contractor is expected to contact the approximately 5,000 per year (this number can vary plus or minus 20%).

b) Acceptable Quality Level (AQL)

The following rates are calculated based on the CES closing schedule. The government will calculate these rates at the aggregate level and for each individual DCC. The contractor shall achieve an aggregate level that is equal to or greater than the rates listed in the chart below and

ensure that no DCC is more than five percentage points lower than any of the rates listed in the chart below. For more information on the calculation of these rates, please see Technical Exhibit 7– CES Response Rate Calculation.

Rate	1st Closing	2nd Closing
DCC Collection	85%	92%
Total Response (DCC and web)	64%	72%
DCC Collection - AE Hours & Earnings	50%	-
DCC Collection - PE Hours & Earnings	40%	-
Web/TDE Nonresponse Prompting	100%	100%

The following rates are calculated based on the number of months since assignment. For more information on the calculation of these rates, please see Technical Exhibit 7– CES Response Rate Calculation.

Rate	2nd month	3rd month	4th month	5th month	6th month
UI Re-verification	95%	-	-	-	-
Delinquent conversion	-	-	65%	65%	65%

c) Monitoring Method

The contractor PM and supervisory team shall monitor collection activities throughout the collection window by analyzing reports detailing performance metrics at the individual and collective levels. The contractor is expected to remediate collection issues as they are identified during the collection period to increase the likelihood that acceptable quality levels are met.

The government will be monitoring performance concurrently and notifying the contractor PM of any potential issues they have identified.

At the monthly meeting between the contractor and the government, the prior month's collection activities will be reviewed and discussed.

5.3 Help Desk

5.3.1 Web Respondent Support

The contractor shall provide coverage for incoming telephone calls from 7:30 a.m. to 8:00 p.m. ET on all government workdays (business days excluding federal holidays).

The government will provide initial training on handling help desk inquiries.

The contractor shall provide subsequent training.

The contractor shall answer incoming telephone calls from web respondents and manually enter any data received into government-provided software.

The contractor shall be prepared to handle questions about how to report data and what type of data will need to be reported. The contractor shall forward any technical or otherwise complex questions to the government. The contractor shall process approximately 350 incoming calls per month.

The contractor shall, in support of web data collection, reply to respondent emails in the CESMAIL email account. The contractor shall process approximately 200-300 emails per month.

5.3.2 Web Edit Reconciliation and Data Quality

The government will provide a list each day of reports whose microdata failed edit & screening tests for All Employee, Payroll, and/or Hours. The contractor shall call web respondents whose microdata failed these edit & screening tests for All Employee, Payroll, and/or Hours. The contractor shall obtain corrected data when possible or assign explanatory comment codes and enter these data into government-provided software. This process is referred to as Edit Reconciliation (ER). The contractor shall process approximately 200 cases per month.

The government will provide a daily sync report containing a list of reports with a response code of 74. The contractor shall contact respondents via telephone or email to research web reports with a response code of 74, which indicates that a worksite-level report, or ‘child,’ has responded instead of the expected aggregate report, or ‘parent.’ The contractor shall ensure the respondent is using the correct report ID and obtain data for the parent report when possible. The contractor shall process response code 74 cases when available.

The government will provide a daily sync report containing a list of reports with multiple pay systems. The contractor shall contact web respondents via telephone or email to research units with multiple pay systems and ensure that these reports are categorized correctly and are accurately reporting earnings data. The contractor shall process multi-pay cases when available.

CES program stakeholders within the government will generate On-Track tickets, which is an internal system used to seek clarification of collected data. The contractor shall answer these On-Track tickets for data collected by web. This will involve placing telephone calls to respondents to verify data including but not limited to: address, employment level, UI number, and EIN. The contractor shall process between 20-75 On-Track tickets per month.

The contractor shall create On-Track tickets for reports that have large differences in All Employees data reported to the CES program versus the Quarterly Census of Employment and Wages (QCEW) program. The collection entity (DCC, state government, web) responsible for a particular report will resolve On-Track tickets for that report. In cases concerning web respondents, the contractor shall contact the respondent to verify the All Employees data being reported to CES.

5.3.3 Data Entry

The contractor shall manually enter data collected by the government via transcript (postal mail) into government-provided software. The contractor shall process transcript reports when available.

The contractor shall manually enter respondent data collected via fax at the BLS National Office into government-provided software. The contractor shall process reports collected via fax when available.

5.3.4 Other Help Desk Support Activities

The contractor shall resolve On-track tickets and reports whose microdata failed edit & screening tests for All Employee, Payroll, and/or Hours for Flex respondents who reported via the web collection tool, as determined by the government.

The contractor shall, in support of the CES program, assume responsibility for special projects related, but not limited, to enrollment and delinquent and refusal conversion, as determined by the government.

5.3.5 Help Desk Performance Measures

a) Quality Standards

The contractor shall provide courteous and professional service by telephone, email and answering On-Track tickets.

The contractor shall enter microdata and registry information in a timely and accurate manner.

The contractor shall run reports and programs on schedule.

b) Acceptable Quality Level (AQL)

Timely (within one business day) and accurate entry of microdata and registry information.

Timely (between $\frac{1}{2}$ a day and one business day depending on the request) and accurate generation of requested reports.

A missed call rate of 3% or less of incoming calls per day.

95% of emails answered within two business days, multi-pay reports contacted within two business days, and edit & screening failures contacted within five business days.

85% of On-Track tickets are closed within two weeks, 100% closed by two months.

100% of ER reports are called and 80% of ER reports are resolved prior to the CES 2nd Closing for the report's reference month.

c) Monitoring Method

The government will provide a monitoring system for the incoming and outgoing telephone traffic of the Help Desk Call Center. The contractor shall generate daily exports from this monitoring system for use by government staff.

The contractor PM and supervisory team shall monitor help desk activities by analyzing reports detailing performance metrics at the individual and collective levels. The contractor is expected to remediate help desk issues as they are identified to increase the likelihood that acceptable quality levels are met.

The government will monitor performance concurrently and notifying the contractor PM of any potential issues they have identified.

At the monthly meeting between the contractor and the government, the prior month's performance will be reviewed and discussed. The government will also review performance metrics and provide feedback to the contractor PM.

5.4 Training

The contractor shall provide all training, using government provided or government approved training materials. All tasks must be completed in accordance with the training materials provided by the government whether it is new employee training or other training.

The contractor shall certify new employees for the applicable new hire training modules before the new employees can independently collect data for each module topic that is relevant to their assigned work. The contractor and the government will establish a system to report completed training to the DCC manager and COR that certifies a new contractor hire is capable of independently collecting data that comply with CES procedures and data integrity guidelines. New employees are not authorized to collect data unsupervised until they have completed the data integrity training, signed the data integrity document, and completed the annual confidentiality training. Data collection before training is completed may be done with approval from the DCC manager.

The contractor shall conduct training of the trainers for the Collection, Non-Response Prompting, Enrollment, and Address Refinement modules using government-provided training materials. The trainers should have a firm grasp on the CES program and BLS tools and the ability to role-play scenarios with students. The government may conduct training of the trainers for newly created training material. Historically, these have included Refusal Aversion, Flex, and IVR training. The contractor shall provide effective trainers. The government will conduct training for contract staff who are training interviewers only when there are not any experienced contractor staff to provide the training within 30 days of the start of the contract.

The contractor shall use the most recent version of training provided by the government. The contractor shall consistently implement training in all CES DCCs unless conducting a

government approved pilot. The contractor shall provide the government with a training agenda before each training session.

5.4.1 Collection Training

The contractor shall certify that new hires complete the Collection Module successfully and complete fifteen data collection interviews under the observation of a contractor mentor to receive their Collection Certification. The contractor shall not allow interviewers to independently collect cases without this certification. The contractor shall ensure that this training is completed within 30 calendar days of a new hire's starting date if the new hire will be performing data collection duties.

5.4.2 Non-Response Prompting Training

The contractor shall certify that new hires complete the Non-Response Prompting module and complete fifteen non-response cases under the observation of a contractor mentor to receive their Non-Response Prompt (NRP) Certification. The contractor shall not allow interviewers to independently contact NRPs without this certification. The contractor shall ensure that this training is completed within 30 calendar days of a new hire's starting date if the new hire will be performing NRP duties.

5.4.3 Address Refinement Training

The contractor shall certify that new hires complete the Address Refinement module. The contractor shall not allow interviewers to independently perform Address Refinement without this certification. The contractor shall ensure that this training is completed within 90 calendar days of a new hire's starting date if the new hire will be performing Address Refinement duties.

5.4.4 Enrollment Training

The contractor shall certify that new hires complete the Enrollment Module successfully and complete five scheduled enrollment interviews under the observation of a contractor mentor to receive their Enrollment Certification. The contractor shall not allow interviewers to independently enroll cases without this certification. The contractor shall ensure that this training is completed within 90 calendar days of a new hire's starting date if the new hire will be performing enrollment duties.

5.4.5 Annual Re-certification

All employees actively collecting data must take refresher trainings on all four modules Collection, Non-Response Prompting, Address Refinement, and Enrollment Training on an annual basis. The contractor shall provide annual re-certification documentation for all employees to the COR.

5.4.6 Other Required Training

The contractor shall provide certification to the COR that all contractor staff have completed the annual BLS Data Integrity training and Confidentiality training along with any additional training BLS may require for all contractors.

5.4.7 Additional Training Materials and Supplies

The contractor is not required to provide any additional subject matter training materials, supplies or desk aids. The contractor shall obtain written government approval from the DCC Manager and the COR prior to creating or using any additional training materials, supplies, or desk aids. Any additional or supplemental materials that the contractor creates for training purposes are owned by the government. The contractor shall not put its logo on any material that has been created by the government for training purposes. The contractor shall not use the BLS or DOL logo on any material not approved by the government.

5.4.8 Training Performance Measures

a) Quality Standards

The contractor will provide trainers who can successfully conduct training sessions to new and existing interviewers using government-provided training materials.

The contractor shall ensure that all interviewers are certified for the address refinement, enrollment, non-response prompting, and collection modules within the required time period. The contractor shall ensure that all active interviewers are recertified in each module annually. The contractor shall ensure that all contractor staff complete the BLS Data Integrity and Confidentiality training along with any other training assigned by the government.

b) Acceptable Quality Level (AQL)

The contractor shall ensure that all interviewers complete the collection and non-response prompting modules within 30 calendar days of their start date. The contractor shall ensure that all interviewers complete the address refinement and enrollment modules within 90 calendar days of their start date. The contractor shall ensure that all active interviewers are recertified in each of the modules annually.

c) Monitoring Method

The contractor shall report all certification completion dates to the DCC Manager and the COR. The COR will maintain a database (currently a SharePoint list) containing all certification completion dates. The COR will also rely on DOL learning management system (i.e., LearningLink) reports to identify contractors who have not completed BLS-required training. The contractor shall provide certification to the COR that all contractor staff have completed the annual BLS Data Integrity training and Confidentiality training along with any additional training BLS may require for all contractors.

5.5 Quality Management

5.5.1 Government Quality Assurance

The government will perform Quality Assurance (QA) activities to ensure data collection complies with CES procedures and to ensure data integrity. The government will ensure the integrity of the data collected by confirming the interviewer contacted the respondent and by

verifying the accuracy of the data collected. The government will perform case reviews and re-interviews. The government may monitor Interviewer telephone calls. The government will verify data entry, data code utilization, collection comments entered, proper use of collection procedures and systems, and employ additional QA activities as needed.

The government will use case reviews to review critical elements including:

- Notes
- UI number verification
- Contact information
- Data edits
- Data item collection, and
- Other elements as needed

The government will use re-interviews to review critical elements including:

- Data integrity
- UI number verification
- Reporting location
- Pay period verification
- Data accuracy
- Data items collected, and
- Other elements as needed

The government will share results of these QA activities with the contractor. The contractor shall address these issues to the satisfaction of the government within five business days of notification by the government; if this is not possible, the contractor shall provide the DCC Manager a reasonable explanation.

The government will notify the contractor of concerns or issues identified by other methods. The contractor shall address these issues to the satisfaction of the government within five business days of notification by the government; if this is not possible, the contractor shall provide the DCC Manager a reasonable explanation. The contractor shall resolve monthly actions items provided by the government.

The Government shall establish a Quality Assurance Surveillance Plan that details acceptable quality levels, along with monitoring timeframes, methods, and tools (such as specific Crystal Reports and Dashboard modules) used for quality assurance activities.

5.5.2 Contractor Quality Control

The contractor shall provide the government with a Contractor Quality Control Plan that ensures data complies with CES procedures and ensures data integrity utilizing the surveillance and recording functions included in the telephone system software in addition to reports produced by the contractor using BLS-provided business intelligence software. A final Quality Control Plan must be provided within 90 days following the award.

The contractor shall ensure that all supervisory staff are capable of using the BLS-provided business intelligence software (currently SAP Crystal Reports version 2020) to design queries to the CATI system Oracle database. All supervisors should be able to translate their questions about data into Crystal Reports queries to assist them in monitoring performance. Supervisors should also be trained on how to use DCC dashboards to effectively monitor interviewer performance along with their Crystal Reports query results. Supervisory staff shall utilize these reports and dashboards to monitor staff and center performance.

The contractor shall actively engage in call monitoring to identify training needs, ensure data integrity policy compliance, correct deficiencies in interviewer performance, and identify successful techniques to share across centers. The contractor shall investigate and resolve the following issues, but not limited to:

- a) The contractor shall investigate if the CES All Employees (AE) is not similar to the QCEW Employee Database (EDB) AE. The contractor shall review the CES AE and EDB AE and determine if there is an error. The contractor shall correct errors and notify the government within five business days of any issues that the government needs to resolve.
- b) The contractor shall investigate if the UI number has not been verified by the interviewer. The contractor shall verify the UI number if possible. If the respondent refuses or is unable to verify the UI number, the contractor shall verify the EIN with the respondent according to government provided guidelines. If the UI number cannot be verified, the contractor shall provide an explanation in the case notes in the government CATI system.
- c) The contractor shall verify that cases have moved to Flex collection or permanent CATI after the initial CATI collection period. The contractor shall verify that cases that are in permanent CATI mode have sufficient justification for not being moved to Flex collection. Please refer to 5.2.1 regarding transitioning CATI respondents to Flex collection.
- d) The contractor shall ensure that UI numbers are properly aggregated. The contractor shall correct the aggregation or notify the government if unable to make the correction when the UI numbers are not properly aggregated.
- e) The contractor shall perform re-interviews on cases where data falsification is suspected. During re-interviews, if the respondent confirms that they did not talk to an interviewer on the day indicated or the respondent confirms that they did not report the data shown in the government CATI system, the contractor shall notify the government DCC Manager and COR of a potential falsification of data within one business day.

The contractor shall immediately begin an investigation, including a case review of the interviewer's completed assignment.

The contractor shall report to the DCC Manager, Government Task Monitor (GTM), CO, and COR any contractor staff who has been confirmed as falsifying data within one business day. If a

final determination of falsification is made by the contractor or government, the contractor shall provide a report to the government within 30 days that includes the following information:

- Name of staff and length of time on contract.
- Cause of initial suspicion of falsification, including the date of initial suspicion, method for identification, case numbers involved, and whether initial suspicion was from the contractor or the government.
- Details on the complete (100%) review of staff's caseload, including the number of cases reviewed, method of review, case numbers identified as falsified, current status of falsified cases, estimate on the duration of falsification, and details on how the data were falsified (i.e., entered as unchanged, random data entry, other).
- Staffing resolution (i.e., termination, resignation, etc.), including method of surveillance after the time of initial suspicion.
- The contractor shall document the cases in which falsification occurred, correct the data in the government CATI system, and provide these results to the government DCC Manager throughout the investigation.
- The contractor shall evaluate the circumstances and consult with the DCC Manager, CO, and COR. The CO will determine whether or not the interviewer should be removed from data collection activities.

Should the DCC Manager or COR disagree with the staffing resolution suggested by the contractor, the CO will determine whether or not the interviewer should be removed from data collection activities.

5.5.3 Quality Management Performance Measures

a) Quality Standards

The contractor shall satisfactorily address issues identified by the government. The contractor shall provide and adhere to a Quality Control Plan to ensure the integrity of collected data. The contractor shall reinterview respondents in cases where data falsification is suspected and conduct investigations when warranted.

b) Acceptable Quality Level (AQL)

The contractor shall satisfactorily address issues identified by the government within five business days. A draft Quality Control Plan must be provided with the proposal. A finalized Quality Control Plan must be delivered within 90 days of contract award. The contractor shall adhere to all activities and metrics defined in the Quality Control Plan. The contractor shall notify the government of suspected data falsification immediately and provide a full investigation report within 30 days when data falsification is confirmed.

c) Monitoring Method

The government will be performing quality assurance activities including but not limited to those described in section 5.5.1. The contractor will perform quality control activities according to the

Quality Control Plan. The government will notify the Project Manager and Task Manager of quality assurance concerns. The contractor will notify the DCC Manager and COR of quality control issues. The contractor will notify the government of potential data falsification within one business day.

5.6 Project Management

5.6.1 Phase-In of Work

The contractor shall establish and implement plans for an orderly phase-in of operations at the start of this contract. The contractor's phase-in procedures shall not disrupt or adversely affect the day-to-day conduct of government business. The contractor plan shall, at a minimum, address the following issues:

- Inventory of government-furnished property,
- Data and information transfer of government-furnished information,
- Development of strategies to ensure the requirements are met successfully, and
- Any other actions required to ensure continuity of operations.

During the phase-in period, the contractor shall become familiar with performance requirements in order to commence fully successful performance of services on the contract start date.

The phase-in period shall be approximately 45 calendar days and a separately priced firm-fixed-price line item. The finalized plan shall be due to the Contracting Officer's Representative no later than 10 calendar days following the kick-off meeting.

5.6.2 Program Support Activities

The contractor shall provide the program support activities to plan, distribute, monitor, and control work assignments issued under this PWS to ensure that all work assignments are completed in a timely, cost effective, and highly competent manner.

The government provides business intelligence software licenses (currently SAP Crystal Reports) to contractor supervisors to facilitate performance evaluation. Proficiency in designing and running queries and interpreting the results are fundamental for the successful management of contractor performance. The contractor shall not install third-party or proprietary software onto government servers. The contractor's supervisory staff is expected to be proficient in using the government-provided business intelligence software proactively to ensure that acceptable quality levels are being met and to identify actions that will improve interviewer performance. Additionally, the contractor PM and supervisory staff are expected to become proficient in creating and analyzing the CATI tool's reports, such as Crystal Reports, and in other BLS-created performance dashboards to inform their decision-making.

a) Personnel

The contractor shall designate a Project Manager who will be the contractor's authorized liaison with the Task Monitor, COR, and government management personnel, within three calendar days of award. The Project Manager shall be available to meet or confer with government

personnel as needed. The Project Manager is responsible for the timely delivery of all contract deliverables. The Project Manager is designated as Key Personnel.

The Contractor shall attend an in-person kickoff meeting to review and finalize phase-in plans, quality control plans, security procedures, and any other contractual matters.

For labor hours other than fixed price tasks (in accordance with FAR 52.212-4 Alt 1), the contractor shall be required to document actual employee hours worked by use of a time sheet, time clock, or other time keeping method. The contractor shall only bill for actual hours worked. The contractor shall ensure that actual employee hours worked are documented on time sheets or time clocks, which correspond with employee hours billed on monthly invoices prior to submission to the government. The contractor shall provide this documentation monthly in Microsoft Excel spreadsheets.

The contractor shall use automated government contract and personnel management applications as required by the COR. The contractor PM's primary focus should be on performance and ensuring AQLs are met; administrative tasks shall be delegated to appropriate contractor administrative staff. These include, but are not restricted to:

Up Start

The contractor administrative staff shall provide completed, encrypted OF-306 forms and any additionally required information for all contractor job candidates to BLS staff designated by the COR. These will be submitted via upstarts, a clearance utility managed by DOL's Department of Personnel Suitability and Security (DPSS).

BLS Employee Database

The contractor administrative staff shall request that the COR enter all employees into the BLS Employee Database once they have been cleared to enter on duty by DPSS and given a start date by the DCC Manager. A network account will not be created for the employee until the employee information is entered into the database. The BLS Employee Database is used by several BLS applications, including an application to process security investigations and an application to process IT security requirements. The contractor shall keep the employee information current, notifying the COR of any changes in contractor staff's names, labor categories, and work locations.

Contractor Timesheet System (CTS)

All contractor staff shall use the BLS Contractor Timesheet System and make entries in the application at the start and end of each workday. Additionally, the contractor administrative staff should submit a Microsoft Excel version of timesheets to the DCC Managers and COR on a weekly basis.

Invoices

An email copy of the invoice and supporting materials should be submitted to the COR for review prior to submittal to the government's IPP payment system.

b) Reporting

The contractor's Task Managers shall convene regularly with the government's DCC Managers to address DCC operations.

The contractor PM shall meet virtually with the DCC Managers as a group on a monthly basis to discuss DCC operations and strategies.

The contractor shall issue a report once per month containing the following information in a format agreed to by the government following award. The reporting period must be from the first day after last month's CES 1st Closing through the reference month's CES 1st Closing. The contractor shall provide this monthly report within 7 calendar days of CES 1st Closing.

- The contractor shall list all the AQLs and the rates achieved by the contractor in the reference month.
- The contractor shall list all quality control metrics in the quality control plan and the rates achieved by the contractor in the reference month.
- The contractor shall provide a summary of work being done to meet or exceed all AQLs. The contractor shall address reasons for not meeting AQLs, if applicable, and define proactive strategies to remedy the situation.
- The contractor shall provide monthly quality control reports listing any issues and resolutions.
- If applicable, the contractor shall provide a brief description of any technical or administrative problems that have arisen during the reporting period, or any problems that are expected to arise during the next reporting period. The contractor shall also include a statement of changes in personnel during the reporting period.
- The contractor shall include the current billing period expenditures and hours in usage of dollars and hours, cumulative expenditures and hours, and balance of contractual funds and hours as of the end of the reporting period. The contractor shall generate this report by labor category.
- The contractor shall include the number of staff at each DCC, the number of vacancies at each DCC and the number of planned hires at each DCC in the monthly report.

Eight weeks prior to the end of any performance period, the contractor shall provide to the COR a report projecting the amount of labor hour funds required until the end of the performance period.

5.6.3 Phase-Out of Work

The contractor shall establish and implement plans for an orderly phase-out of operations at the completion of this contract. The contractor's phase-out procedures shall not disrupt or adversely

affect the day-to-day conduct of government business. The plan shall at a minimum address the following issues:

- Removal of contractor property, and
- Data and information transfer, and
- Clean-up of contractor work areas, and
- Any other actions required to ensure continuity of operations.

During the phase out period the contractor shall provide assistance to the new contractor. The contractor shall submit the draft plan to the COR for approval no later than 90 calendar days prior to contract completion. The COR will provide any revisions required within 10 calendar days. The contractor shall submit to the COR the final plan with all revisions no later than 30 calendar days prior to contract completion. The contractor shall not make any further changes without COR approval after acceptance of the final plan.

5.6.4 Project Management Performance Measures

a) Quality Standards

The contractor shall ensure that the AQLs are being met or exceeded; and is responsible for developing plans to improve performance when AQLs are not met. The contractor shall provide all contract deliverables with minimal errors within deadlines. The contractor shall provide a Phase-In plan. The contractor shall convene regularly with DCC Managers and the COR. The contractor shall provide monthly performance reports. The contractor shall provide a Phase-Out plan.

b) Acceptable Quality Level (AQL)

The contractor shall provide a Phase-In plan within 10 calendar days of the kick-off meeting. The contractor Task Managers shall convene regularly with DCC Managers to address operations. The contractor shall meet monthly with COR and government program office staff to discuss performance. The contractor shall provide monthly performance reports within seven calendar days of CES 1st Closing. The contractor shall provide a draft Phase-Out plan within 90 days of contract completion and a finalized Phase-Out plan no later than 30 calendar days prior to contract completion.

c) Monitoring Method

The government will review Phase-In and Phase-Out plans when they are delivered. The government will schedule monthly performance meetings with the contractor to discuss performance. The government will review the monthly performance reports provided by the contractor.

5.7 Personnel Qualifications and Duties

The contractor shall provide the necessary personnel with at least the minimum qualifications to perform each task assignment in accordance with PWS.

5.7.1 Project Manager

a) Minimum Qualifications

- Bachelor's degree.
- Five years of experience in the administration and management of large contracts comprised of multiple and concurrent tasks. Management includes the planning, budgeting, and staffing for each task.
- Three years of experience in corporate on-site decision-making authority.
- Two years of experience developing performance metrics which provide detailed analyses of staffing, requirements matching, and hiring.
- Experience defining specifications for reports to measure staff productivity and interpreting data to address deficiencies and identify opportunities for improvement.

b) Duties

Typical duties shall include but are not limited to the following:

- Corporate representative who can make commitments on behalf of the contracting company in all administrative and technical matters related to the performance of tasks.
- Responsible for the supervision and direction of all contract personnel assigned to the contract.
- Responsible for management of any subcontracting agreements, security enforcement, and task reporting and coordination.
- Evaluates reports on performance metrics and works with the COR and BLS management to implement decisions to ensure proper execution of the contract to meet BLS needs.
- Serves as the primary liaison between the contractor personnel and the COR.
- Discusses technical, financial, and administrative issues with the COR, CO, Division Chiefs, Task Monitors, and BLS technical leads.
- Ensures that all BLS security and confidentiality requirements (See Attachment A) and procedures are met for new hires and in place contract staff, including provision of signed Agency Agreements and credentialing documents.

- Supervises contract employees in assigned task areas.

5.7.2 Task Manager

Each DCC and the Help Desk shall have a Task Manager.

a) Minimum Qualifications

- High School diploma or equivalent; or one year of relevant experience at the Task Supervisor role.
- Proficiency in use of Microsoft Office or equivalent software.
- Proficiency in creating and analyzing reports to monitor performance and assign workloads.

b) Duties

- Serves as the liaison between the contractor and the DCC manager regarding the operations of the DCC.
- Serves as the liaison between the Project Manager and all subordinate contractor staff.
- Supervises and assigns workloads to the task monitors and their respective teams.
- Supervises and directs quality control activities.
- Directs and supervises training at the DCC level.

5.7.3 DCC Task Supervisors

Each DCC shall have task supervisors leading each team of interviewers. The Atlanta DCC shall have six task supervisors; the Dallas DCC shall have four task supervisors; the Fort Walton Beach DCC shall have six task supervisors; the Kansas City DCC shall have eight task supervisors. These number of supervisors and distribution across centers may change at the government's discretion.

a) Minimum Qualifications

- High School diploma or equivalent; or one year of relevant experience at the Interviewer 3 role.
- Proficiency in use of Microsoft Office or equivalent software.

- Proficiency in creating and analyzing reports to monitor performance and assign workloads.

b) Duties

- Supervises and monitors performance for teams of interviewers.
- Ensures interviewers have completed the required training certifications prior to working independently.
- Performs quality control activities to ensure compliance with BLS requirements.
- Tests new software and procedures related to supervisory and managerial tasks and provides feedback to Task Manager.
- Serves as the liaison between interviewers and contractor management.

5.7.4 Interviewer 3

a) Minimum Qualifications

- High School diploma or equivalent; or two years of relevant experience.
- Two years of experience using Microsoft Office or equivalent software.
- Experience using the internet for research.

b) Duties

Typical duties shall include but are not limited to the following:

- All the duties assigned to Interviewer 2 positions in section 5.6.5.2, with consistent high performance.
- Focuses on refusal conversion and unresolved cases from other interviewers.
- Focuses on delinquent cases, achieving above-average collection rates.
- Mentors junior interviewers in correct procedures related to enrollment, collection and edit reconciliation.

5.7.5 Interviewer 2

a) Minimum Qualifications

- High School diploma or equivalent; or two years of relevant experience.

- Two years of experience using Microsoft Office or equivalent software.
- Experience using the internet for research.

b) Duties

Typical duties shall include but are not limited to the following:

- All the duties assigned to Interviewer 1 positions in section 5.6.6.2, with consistent high performance.
- Enrolls the largest, most difficult companies into the CES survey.
- Processes confidential data records obtained through telephone interviews or other approved means to achieve established performance levels.
- Follows procedures related to rolling respondents to alternate collection methods after the initial CATI collection period.
- Performs editing and reasonableness testing in accordance with established CES standards.
- Tests new software and procedures and provides feedback to supervisor and Task Manager.
- Answers incoming calls and emails from respondents by providing prompt and courteous service.
- Researches questions received from CES stakeholders.
- Serves as a training contractor mentor and observes Interviewer 1 staff during training certification.
- Reviews error messages, corrects data, and resolves early reporting, bad registry information, and daily reports where applicable.
- Performs edit reconciliation of self-reported data.

5.7.6 Interviewer 1

a) Minimum Qualifications

- High School diploma or equivalent; or one year of relevant experience.

- Two years of experience using Microsoft Office suite or equivalent software.
- Experience using the internet for research.

b) Duties

Typical duties shall include but are not limited to the following:

- Enrolls companies into the CES survey.
- Processes confidential data records obtained through interviews or other approved means. Performs edit and screening testing in accordance with established DCC Center standards.
- Follows procedures related to rolling respondents to alternate collection methods after the initial CATI collection period.
- Performs editing and reasonableness testing in accordance with established CES standards.
- Reviews error messages and corrects data where applicable, and as needed, redirect data for error correction.
- Answers incoming calls and emails from respondents by providing prompt and courteous service.
- Performs non-response prompting calls.
- Performs edit reconciliation of self-reported data.

5.7.7 Administrative Support

To ensure that the PM focuses on operations and performance, administrative duties are expected to be delegated to contractor administrative personnel. Examples of such administrative duties include onboarding of contractor staff, separations of contractor staff, and invoicing.

PART 6 - APPLICABLE PUBLICATIONS

6.1 Publications Applicable to This PWS

Not Applicable

PART 7 - TECHNICAL EXHIBIT INDEX

Technical Exhibit 1– Performance Requirements Summary

Technical Exhibit 2– Deliverables Schedule

Technical Exhibit 3– Estimated Labor Categories

Technical Exhibit 4– Glossaries

Technical Exhibit 5– CES Forms and Data Elements

Technical Exhibit 6– CES Enrollment Schedule

Technical Exhibit 7– CES Response Rate Calculation

Technical Exhibit 8– CES CATI System

Technical Exhibit 9– CES Web Collection Tool

Technical Exhibit 1 - Performance Requirements Summary

Current Employment Statistics DCC Operations

Performance Objective and PWS paragraph	Performance Standard	Acceptable Quality Level	Method of Inspection
Enrollment (5.1)	Enrollment Response, 2 nd month	40%	Monthly
	Enrollment Response, 3 rd month	60%	Monthly
	Enrollment Response, 4 th month	75%	Monthly
	Enrollment Response, 5 th month	75%	Monthly
	Enrollment Response, 6 th month	75%	Monthly
	AE Hours & Earnings Response, 4 th month	55%	Monthly
	AE Hours & Earnings Response, 5 th month	55%	Monthly
	AE Hours & Earnings Response, 6 th month	55%	Monthly
	PE Hours & Earnings Response, 4 th month	45%	Monthly
	PE Hours & Earnings Response, 5 th month	45%	Monthly
	PE Hours & Earnings Response, 6 th month	45%	Monthly
	UI Enrollment Verification, 4 th month	95%	Monthly
	Refusal Conversion, 4 th month	25%	Monthly
	Refusal Conversion, 5 th month	25%	Monthly
	Refusal Conversion 6 th month	25%	Monthly
Multi-Modal Collection (5.2)	DCC Collection, 1 st Closing	85%	Monthly
	DCC Collection, 2 nd Closing	92%	Monthly
	Total Response (DCC and Web), 1 st closing	64%	Monthly
	Total Response (DCC and Web), 2 nd closing	72%	Monthly
	DCC Collection – AE Hours & Earnings, 1 st closing	50%	Monthly
	DCC Collection – PE Hours & Earnings, 1 st closing	40%	Monthly
	Web Nonresponse Prompting, 1 st closing	100%	Monthly
	Web Nonresponse Prompting, 2 nd closing	100%	Monthly
	UI Re-verification, 2 nd month	95%	Monthly
	Delinquent conversion, 4 th month	65%	Monthly
	Delinquent conversion, 5 th month	65%	Monthly
	Delinquent conversion, 6 th month	65%	Monthly
Help Desk (5.3)	Timely and accurate microdata/registry entry	1 business day	Monthly
	Timely and accurate generation of requested reports	1 business day	Monthly
	Missed call rate among incoming calls	< 3%	Monthly
	Responses to emails within two business days	95%	Monthly
	Multi-pay reports contacted within two business days	95%	Monthly
	Edit and Screening failures contacted within business days	95%	Monthly

	On-Track tickets closed within two weeks of receipt	85%	Monthly
	On-Track tickets closed within two months of receipt	100%	Monthly
	Edit reconciliation cases called prior to 2 nd closing	100%	Monthly
	Edit reconciliation cases resolved prior to 2 nd closing	80%	Monthly
Training (5.4)	New hire Collection Module certification within 30 days of start date	100%	As needed
	New hire Non-Response Prompting Module certification within 30 days of start date	100%	As needed
	New hire Enrollment Module certification within 90 days of start date	100%	As needed
	New hire Address Refinement Module certification within 90 days of start date	100%	As needed
	Annual re-certification for each Module within one calendar year of previous certification date	100%	As needed
	Completion of government-assigned training within the deadlines	100%	As needed
Quality Management (5.5)	Quality assurance issues identified by the government resolved within five business days.	100%	As needed
	Quality Control activities completed as specified in the Quality Control Plan	Defined in the Quality Control Plan	Monthly
	Notification of suspected data falsification to the government within one business day.	100%	As needed
	Investigation reports for confirmed data falsification provided to the government within 30 days of identification.	100%	As needed
Project Management (5.6)	Timely delivery of accurate contract deliverables (See Technical Exhibit 2)	100%	Monthly
	Contract AQLs being met or exceeded, plans for improvement when AQLs are not met.	100%	Monthly

Technical Exhibit 2 - Deliverables Schedule

Current Employment Statistics DCC Operations

Deliverable	Frequency	Number of Copies	Medium/Format	Submit To
Staff Management Plan	Quarterly	1	PDF or similar	COR
Contractor Quality Control Plan	Draft with proposal. Final copy due within 90 days of contract award.	1	PDF or similar	COR
Phase-in Plan	Draft with proposal. Final copy due within 10 days of the kick-off meeting.	1	PDF or similar	COR
Telework Plan	Draft with proposal. Final copy due within 10 days of the kick-off meeting. Updated as needed.	1	PDF or similar	COR
Monthly Invoice	Monthly	1	PDF or similar	COR
Monthly report	Monthly within seven calendar days of CES 1 st Closing.	1	PDF or similar	COR
Performance Period Funding	Eight weeks prior to the end of the performance period.	1	PDF, Excel, or similar.	COR
Phase-out Plan	Draft 90 days prior to contract completion. Final 30 days prior to contract completion. The COR will provide any revisions required within 10 calendar days.	1	PDF or similar	COR

Technical Exhibit 3 - Estimated Labor Categories

The labor categories below apply only to the labor hours portion of the Contract. Management, supervision, and training are not included below and should be priced on a firm-fixed-price basis.

Item Number	Labor Category
1	CES Interviewer 1 (Atlanta)
2	CES Interviewer 2 (Atlanta)
3	CES Interviewer 3 (Atlanta)
4	CES Interviewer 1 (Dallas)
5	CES Interviewer 2 (Dallas)
6	CES Interviewer 3 (Dallas)
7	CES Interviewer 1 (Fort Walton Beach)
8	CES Interviewer 2 (Fort Walton Beach)
9	CES Interviewer 3 (Fort Walton Beach)
10	CES Interviewer 1 (Kansas City)
11	CES Interviewer 2 (Kansas City)
12	CES Interviewer 3 (Kansas City)
13	CES Interviewer 1 (Suitland)
14	CES Interviewer 2 (Suitland)
15	CES Interviewer 3 (Suitland)

Technical Exhibit 4 - Glossary

Current Employment Statistics DCC Operations

Terms	Definition
Address Refinement	The process of confirming the address, identifying a POC and preparing an enrollment package for an enrollment case.
Advance notice email	An email sent to web respondents on the 12th of the month providing a reminder to submit CES data as soon as it's available. The email provides a link that will take the respondent directly into their report.
AE	See All Employees.
Aggregation	Aggregation is a process by which establishments or units are grouped together within their corresponding FIPS, UI, EIN, and addresses. Aggregation rules are provided by BLS.
All employees (AE)	Employment data refer to persons on establishment payrolls who worked or received pay for any part of the pay period that includes the 12th day of the month.
Auto dialer	A component of the Opacite system that allows cases to be called from the computer. Because the auto dialer uses the telephone number assigned to the case, it minimizes 'wrong number' calls and reduces confidentiality breaches.
Case	Either a single or multiple establishments that have been clustered together to be reported by a single respondent. Sometimes referred to as a "group."
CATI	Computer Assisted Telephone Interviewing.
Certainty selection	A UI that is selected with certainty because it is a government unit, has a large amount of employment, or is collected by the EDI Center. These units will remain in sample indefinitely.
CES	CES is a monthly establishment employment survey of about 147,000 businesses and government agencies, representing approximately 634,000 individual worksites.
CES 1st Closing	The last day that data can be received to be included in the first preliminary estimate of CES data.
CES 2nd Closing	The last day that data can be received to be included in the first revision of CES data, released one month after the first preliminary estimate was released.
CES 3rd Closing	The last day that data can be received to be included in the final revision of CES data, released two months after the first preliminary estimate was released.
Child report	If a respondent can only provide data for an aggregated group of worksites, these are the worksite level reports that are components of that aggregated parent report.
Collection	Obtaining CES data on an ongoing monthly basis. This includes collecting all available data items and, reviewing edit and screening flags, and providing applicable comment codes as needed.
Comment code	A two-digit code that explains data that failed edit and screening tests.

Terms	Definition
Commissions (paid at least once per month)	Commissions or bonuses that are paid at least once per month. If paid less frequently, then should not be collected.
Confidentiality breach	Any opportunity for, or actual instance of, an unauthorized individual accessing sensitive information. Examples of breaches may include mailing respondent surveys to an incorrect address, the loss or theft of a computing device, email or fax transmittals of sensitive information sent to an unintended recipient, or any unauthorized release.
Contracting Officer (CO)	A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can change the terms and conditions of a contract and legally bind the government.
Contracting Officer's Representative (COR)	An employee of the U.S. Government appointed by the contracting officer to provide oversight of contract performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
Contractor	A supplier or vendor awarded a contract to provide specific supplies or services to the government. The term used in this contract refers to the prime.
Contractor mentor	An assigned expert to observe and help junior staff with assigned tasks. Used during the training certification process.
Data Collection Center (DCC)	Four locations where CES enrollment and data collection are performed.
DCC	See Data Collection Center.
DCC Manager	The federal manager that oversees each DCC.
Defective Service	A service output that does not meet the standard of performance associated with the Performance Work Statement.
Delinquent	A respondent that is two or more months behind in reporting data.
Deliverable	Anything that can be physically delivered and may include non-manufactured things such as meeting minutes or reports.
EDB	Employee Database. Data provided by the Quarterly Census of Employment and Wages, against which the CES benchmarks its data.
EDI	See Electronic Data Interchange.
Edit and screening	Test for determining if data are: 1) logically possible and 2) within expected ranges. CES runs edit and screening on data items for all collection methods to identify potentially inaccurate data for follow-up review.
Edit errors	When a record fails a data validity check performed by a data collection instrument. An example would be having more non-supervisory employees than total employees at a worksite. Edit errors are resolved by government procedures.

Terms	Definition
Edit Reconciliation (ER)	The process of contacting a respondent to resolve edit and screening failures.
EIN	Employer Identification Number. A nine-digit number issued to an employer by the Internal Revenue Service.
Electronic Data Interchange (EDI)	The Electronic Data Interchange (EDI) Center in Chicago focuses on collecting information from large multi establishment companies.
Email collection	CES data collected by email. This is used only when other methods will not work for a respondent. Email collection must follow BLS guidelines to protect confidential data.
Enrollment	Soliciting a new survey unit to report CES data.
Enrollment package	A mail-out, typically including a form, brochure(s) and pocket folder sent to an enrollment case's POC at the end of Address Refinement.
Enrollment panel	The files that include a new set of cases to be enrolled.
Equipment	A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.
FIPS	A two-digit numeric code used to designate a state. For example, Alabama is 01 and Illinois is 17.
Flex Reporting	Hybrid collection mode whereby BLS attempts to first collect microdata via the web collection tool. If the respondent does not report within by their typical reporting timeframe the DCC will contact the respondent to collect the data via CATI.
Government-Furnished Property	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Government Property	All property owned or leased by the Government. Government property includes both Government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.
Government Task Monitor (GTM)	To assist the COR, a Government Task Monitor (GTM) is assigned to this contract. The GTM oversees the work performed under a specific PWS in cooperation with the contractor PM to ensure that work proceeds as described in the PWS. The GTM is not authorized to direct any action that results in a change in the scope, price, terms, or conditions of this contract.

Terms	Definition
Help Desk	Supports web and TDE respondents. Located in the BLS National Office in Suitland, MD.
Hours	These are the hours worked or for which pay was received during the pay period that includes the 12th of the month for all employees, production, construction, and nonsupervisory employees. Included are hours paid for holidays, for vacations, and for sick leave when pay is received directly from the firm.
Key Personnel	Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal. The prime contractor is responsible for performance of all subcontractors.
Last chance	A reminder sent to a nonrespondent on the last day to report for a CES closing.
LDB	Longitudinal Database. Data provided by the Quarterly Census of Employment and Wages, against which the CES benchmarks its data.
Loss of Government Property	Unintended, unforeseen or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to: (1) Items that cannot be found after a reasonable search; (2) Theft; (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.
Microdata	CES data items collected from respondents.
NAICS	The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. https://www.census.gov/naics/
Non-Personal Services	The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. Non personal service contracts are authorized by the government in accordance with FAR 37.012, under general contracting authority, and do not require specific statutory authorization.
Non-response prompt (NRP)	A reminder to a respondent by telephone, fax, or email to provide data.

Terms	Definition
Notes	A place in the TopCATIWeb system to save notes that pertain to interactions with a respondent.
On-Track	An internal CES system for asking and responding to questions about collected data.
Overtime Hours (manufacturing only)	These are hours worked by all employees, production and related employees, and nonsupervisory employees in manufacturing for which overtime premiums were paid because the hours were in excess of the number of hours of either the straight-time workday or the workweek during the pay period that included the 12th of the month. Weekend and holiday hours are included only if overtime premiums were paid. Hours for which only shift differential, hazard, incentive, or other similar types of premiums were paid are excluded.
Panel	A group of cases sent to a DCC for enrollment or collection. Examples: Enrollment panels, delinquent panels, refusal panels.
Parent report	If a respondent can only provide data for an aggregated group of worksites, they provide data on this type of report which will later be prorated to the individual worksite reports using government procedures.
Payroll	Payroll refers to dollars paid for full- and part-time all employees, production, construction, and nonsupervisory employees who received pay for any part of the pay period that includes the 12th day of the month. The payroll is reported before deductions of any kind, such as those for old-age and unemployment insurance, group insurance, withholding tax, bonds, or union dues; also included is pay for overtime, tips, holidays, and vacation and for sick leave paid directly by the firm. Excluded from the payroll are bonuses (unless earned and paid regularly each pay period); other pay not earned in the pay period reported (such as retroactive pay); and the value of free rent, fuel, meals, or other payment in kind. Commissions are also included if paid at least monthly.
Permanent CATI	Units that remain in CATI collection after the initial five months of collection.
Physical Security	Actions that prevent the loss or damage of Government property.
POC	See Point of Contact.
Point of Contact (POC)	A contact at a CES sample unit, typically in the payroll department. A POC will, hopefully, become a CES respondent.
Probability selection	A UI that is selected as part of a stratified simple random sample that will be in sample for a period of 2-4 years.

Terms	Definition
Production and Nonsupervisory Employees (PE)	This category includes working supervisors and all nonsupervisory employees (including group leaders and trainees) engaged in fabricating, processing, assembling, inspecting, receiving, storing, handling, packing, warehousing, shipping, trucking, hauling, maintenance, repair, janitorial, guard services, product development, auxiliary production for plant's own use (for example, power plant), recordkeeping, and other services closely associated with the above production operations.
Production Workers (PW)	This is previously used terminology, please see the current term Production and Nonsupervisory Employees (PE).
Property	All tangible property, both real and personal.
Property Administrator	An authorized representative of the CO appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a contractor.
Property Records	Records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.
PW	See Production Workers.
QA	See Quality Assurance.
QCEW	The BLS Quarterly Census of Employment and Wages program. For more information, please see https://www.bls.gov/cew/home.htm .
Quality Assurance (QA)	The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
Quality Control	All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
Refusal	A respondent that refuses to provide data to CES. An initial refusal, or soft refusal, is an establishment that is not providing data yet but we believe might still provide data. A final refusal, or hard refusal, is a firm refusal to provide data.
Refusal conversion	An attempt at re-enrolling a case that has previously refused.
Registry	Business and respondent contact and location information.
Replacement forms	Updated forms sent to respondents after initial forms sent during enrollment expire.
Report (number)	This is a 9-digit number that uniquely identifies CES units.
ReportWith	A CES report ID for which we expect to receive data. For an aggregated unit, this is the parent report. For a single unit, it is the report number.
Respondent	The person that provides data for a CES report(s).
Screening Errors	When a CES data collection tool flags a report for having data that falls outside a set of parameters that measure other reports in the same industry or previous data from the same report.
Subcontractor	One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
TopCATIWeb	The current web-based CES CATI system

Terms	Definition
UI	See Unemployment Insurance number.
Unemployment Insurance (UI) account	UI account refers to a UI number.
Unemployment Insurance (UI) number	The Unemployment Insurance (UI) number assigned to the employer by the state. The ten-digit number is for the account where an employer pays UI contributions.
Web collection	A reporting method where the respondent enters data into the CES web data collection tool.
Web collection tool	The CES web page for collecting data directly from respondents.
Women Employees (WE)	All employees that are women.

Technical Exhibit 5 - CES Forms and Data Elements

An establishment is assigned one of six possible form types based on its NAICS code. These forms are for the following major industry groups:

- Mining and Logging
- Construction
- Manufacturing
- Services
- Education
- Government

The CES survey attempts to collect the following data items from payrolls that include the 12th of each month:

- All Employees (AE)
- Women Employees (WE)
- Production and Nonsupervisory Employees (PE)
- AE Payroll
- AE Hours
- AE Commissions (paid at least once per month)
- AE Overtime Hours (manufacturing only)
- PE Payroll
- PE Hours
- PE Commissions (paid at least once per month)
- PE Overtime Hours (manufacturing only)

*The term “Production and Nonsupervisory Employees” was previously referred to as “Production Workers (PW),” which still appears on forms and in several data collection systems. These terms are synonymous. Further, Production Employees are referred to as Construction Workers on construction forms and Faculty on education forms.

Below is a portion of the form used for collecting manufacturing establishments. All six forms can be found on [the CES Reports page on the BLS website](#).

Report Number:

Name of Firm:

*Each month report your payroll information for the pay period that includes the 12th of the month. For questions refer to page 2 for the **Column** definitions or.*

Employees receive pay: Pay Group 1: Commissions Pay Group 1		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		EMPLOYEE COUNT	WOMEN EMPLOYEE COUNT	PAYROLL, EXCLUDING COMMISSIONS (Whole dollars)	COMMISSIONS, PAID AT LEAST ONCE A MONTH (Whole dollars)	HOURS, INCLUDING OVERTIME (Whole hours)	OVERTIME HOURS (Whole hours)
Pay period that includes January 12th 2023	All Employees Production Employees			\$	\$		
	N/A. Data not collected.			\$	\$		
February 12th 2023	All Employees Production Employees			\$	\$		
	N/A. Data not collected.			\$	\$		

There are a few exceptions to the list of data items on each form. Only units receiving a form for manufacturing are asked to provide All Employee Overtime Hours as well as Production Employees Overtime Hours. Education units will only be asked to provide All Employee count, Women Employees, and Production Employees (in this case faculty). Similarly, government units will only provide All Employees and All Women Employees.

The chart below illustrates which data items are collected for each industry:

Data Element	Form A: Mining & Logging (NAICS 11, 21)	Form B: Construction (NAICS 23)	Form C: Manufacturing (NAICS 31, 32, 33)	Form E: Services (NAICS 22, 42, 44-45, 48-49, 51-56, 62, 71- 72, 81)	Form S: Education (NAICS 61)	Form G: Government (NAICS 92)
Payroll Frequency	X	X	X	X		
Commission Frequency	X	X	X	X		
All Employees Count	X	X	X	X	X	X
All Women Employees	X	X	X	X	X	X
All Employees Payroll	X	X	X	X		

Data Element	Form A: Mining & Logging (NAICS 11, 21)	Form B: Construction (NAICS 23)	Form C: Manufacturing (NAICS 31, 32, 33)	Form E: Services (NAICS 22, 42, 44-45, 48-49, 51-56, 62, 71-72, 81)	Form S: Education (NAICS 61)	Form G: Government (NAICS 92)
All Employees Commissions	X	X	X	X		
All Employee Hours	X	X	X	X		
All Employee Overtime Hours			X			
Production Employees	X	X	X	X	X	
Production Employees Payroll	X	X	X	X		
Production Employees Commissions	X	X	X	X		
Production Employees Hours	X	X	X	X		
Production Employees Overtime Hours			X			

Technical Exhibit 6 - CES Schedule

Enrollment Schedule

The annual sample is drawn in November and enrolled the following year on a quarterly basis. The quarter in which sample units are enrolled depends on their NAICS code. The following quarter is when sample units enter estimation (i.e., eligible for inclusion in CES data calculation). For example, sample units enrolled in the first quarter enter estimation in April. However, because two consecutive months of data are necessary for running calculations, March and April data are needed for April estimation. An update to the sample is made prior to the fourth quarter to add new UI accounts, known as UI births. These UI accounts are enrolled in Quarter 4, regardless of industry classification.

Cases are paneled to the DCCs by industry based on the following schedule:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
<ul style="list-style-type: none"> • Mining and Logging • Utilities • Wholesale Trade • Retail Trade • Transportation and Warehousing • Financial Activities 	<ul style="list-style-type: none"> • Construction • Accommodation & Food Services • Arts, Entertainment, and Recreation 	<ul style="list-style-type: none"> • Professional and Business Services • Information • Other Services 	<ul style="list-style-type: none"> • Healthcare • Education • Manufacturing • UI births from sample update, regardless of industry

Collection Schedule

The reference period for CES data collection is the pay period that includes the 12th of each month. BLS releases The Employment Situation news release three weeks after this week, often on the first Friday of the next month. Along with preliminary estimates for the previous month, The Employment Situation contains revised CES data from the two previous months. The last day to collect data for inclusion in the preliminary estimates is typically 4 business days before the news release; this is known as CES 1st Closing. The last day to collect data for the prior month revision is known as CES 2nd Closing. Similarly, the last day to collect data for the monthly estimation final revision deadline is known as CES 3rd Closing.

Based on the closing schedule, the number of collection days for CES 1st Closing for a given month can range from 10-16 days. We define collection days as the number of business days between the 12th of the month and CES 1st Closing. Additionally, CES includes a supplemental collection day one business day after 1st closing. Business establishments will not have data available until after their weekly, bi-weekly, semi-monthly, or monthly payroll period is complete. The vast majority of collection takes place over the last two weeks of the month.

The government will determine the closing schedule annually and provide to the contractor before the start of the year. The government, on very rare occasions, may need to modify the closing schedule during the year.

As an example, the 2023 CES closing and news release schedule is included below:

2023 CES National Calendar

Current Employment Statistics:
The nation's employment barometer

U.S. Department of Labor



Bureau of Labor Statistics

January							February							March						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7				1	2	3	4		1	2	3	4		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
April							May							June						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
						1		1	2	3	4	5	6		1	2	3			
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				
July							August							September						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
						1		1	2	3	4	5	6		1	2	3			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
October							November							December						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7			1	2	3	4	5		1	2	3			
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30

█ 1st Closing (National) █ 2nd Closing (prior month) █ 3rd Closing (2 months prior) █ State and Area Closing
█ National Release █ State Release █ Metro Release

If possible, please report your CES data by the highlighted date by calling 1-800-877-7715. For assistance, please call 1-800-827-2005. For published information visit www.bls.gov.

Technical Exhibit 7 - CES Response Rate Calculation

Rate	Calculated by	Numerator	Denominator	Collection Method
Enrollment response	Specific Enrollment Panel	UIs with AE collected	UIs excluding out-of-business and out-of-scope UIs	DCC and Web
AE Hours & Earnings Response	Specific Enrollment Panel	ReportWiths that have AE, AE Hours and AE Earnings collected	ReportWiths that have AE collected	DCC and Web
PE Hours & Earnings Response	Specific Enrollment Panel	ReportWiths that have PE, PE Hours and PE Earnings collected	ReportWiths that have AE collected	DCC and Web
UI number enrollment verification	Specific Enrollment Panel	Verified UI	UIs with AE	DCC and Web
Refusal conversion	Specific Refusal Conversion Panel	UIs with AE collected	UIs excluding out-of-business and out-of-scope UIs	DCC and Web
DCC Collection	All in sample panels	ReportWiths with AE collected.	ReportWiths, excluding out-of-business, out-of-scope and refusals.	DCC only (includes Flex)
Total Response	All in sample panels	UIs with AE collection	UIs in sample in DCC or on web, excluding out-of-business and out-of-scope	DCC and Web
DCC Collection - AE Hours & Earnings	All in sample panels	ReportWiths that have AE, AE Hours and AE Earnings collected	ReportWiths that have AE collected	DCC only (includes Flex)
DCC Collection - PE Hours & Earnings	All in sample panels	ReportWiths that have PE, PE Hours and PE Earnings collected	ReportWiths that have AE collected	DCC only (includes Flex)

UI number re-verification	All in sample panels	Verified UI	UIs with AE	DCC only (includes Flex)
Delinquent Conversion	Delinquent Panel	UIs from a Delinquent Panel with AE collected	Total number of UIs from Delinquent Panels, excluding out-of-business and out-of-scope	DCC and Web

Technical Exhibit 8 – CES CATI System

The government CATI system, known as TopCATIWeb, was designed by BLS for use on the CES survey. The screenshots below are from the current TopCATIWeb system. This browser-based system allows users to assign cases, conduct address refinement and enrollment activities, enter and edit data, enter case notes, and schedule appointments with respondents. The basic functionality of the system is described below.

1. Assigning a Case

When cases are imported into TopCATIWeb for the Interviewers, they are initially assigned to the case owner “UNALLOCATED.” They must be assigned to individual Interviewers to provide them with access to the case in the Assign Cases module. This module is limited to supervisors and managers.

- Select the user “UNALLOCATED” from the “From User” dropdown menu.
- Click on the “Add Cases” button.

The screenshot shows the 'Assign Cases' module. At the top, there are dropdown menus for Mode (set to ALL), RC (set to ALL), Prev Owner (set to ALL), Alloc User (set to ALL), State (set to ALL), and a 'Reset' button. Below these are 'Filters' and 'Clear' buttons. The main area has a heading 'From User (Case Owner)' with a dropdown menu showing 'UNALLOCATED' (highlighted with arrow 'a'). To the right of this are buttons for 'Add Cases' (green) and 'Remove Cases' (red). Below these buttons is a section for 'Refusal Conversion Assignment' with a radio button for 'Regular Assignment' (selected) and a checkbox for 'Empty Refusal Panel'. On the right side, there are displays for 'Total Cases' (0) and 'Selected Cases' (0). At the bottom, there is a note: 'Note: Refusal Conversion Panel Numbers will only be assigned in refusal conversion assignment mode.' and three buttons: 'Unassign' (blue), 'Assign' (green), and 'Temp Assign' (yellow).

- The list of cases that are assigned to UNALLOCATED will now be displayed.

Assign Cases

Mode	RC	Prev Owner	Alloc User	State	Reset				
ALL	ALL	ALL	ALL	ALL	<input type="button" value="Reset"/>				
<input type="button" value="Filters"/> <input type="button" value="Clear"/>									
<input type="button" value="Add Cases"/> <input type="radio"/> Refusal Conversion Assignment <input type="radio"/> Regular Assignment From User (Case Owner) <input type="button" value="UNALLOCATED"/> <input type="button" value="Remove Cases"/> <input type="checkbox"/> All Cases <input type="button" value="Select First >"/> 100 Cases				<input type="checkbox"/> Empty Refusal Panel <input checked="" type="radio"/> Regular Assignment Total Cases 100 Selected Cases 0					
#	Case ID	From Own...	P...	Alloc User	RC ...	Mod... Test ... UNIT... Pane... Company Na...	Refusal ... Appointment	↓	Ti
1	010006133	UNALLOCATED	VAN	UNALLOCATED	00	P Flex5 1	21Q4	FIRM010006133	Aug 25, 2023 10:10 AM US
2	010344179	UNALLOCATED	MCC	UNALLOCATED	00	P Flex5 1	21Q3	FIRM010344179	Aug 23, 2023 8:40 AM US
3	010344486	UNALLOCATED	MCC	UNALLOCATED	00	P Flex5 1	21Q4	FIRM010344486	Aug 18, 2023 3:20 PM US
4	010344650	UNALLOCATED	DOC	UNALLOCATED	00	P Flex5 1	21Q3	FIRM010344650	Aug 25, 2023 9:50 AM US

- d) To assign them, select the specific Interviewer from the “To User” dropdown menu.
e) Then click on the “Add User” button and the user will appear in the list below.

Assign Cases

Mode	RC	Prev Owner	Alloc User	State	Reset				
ALL	ALL	ALL	ALL	ALL	<input type="button" value="Reset"/>				
<input type="button" value="Filters"/> <input type="button" value="Clear"/>									
<input type="button" value="Add Cases"/> <input type="radio"/> Refusal Conversion Assignment <input checked="" type="radio"/> Regular Assignment From User (Case Owner) <input type="button" value="UNALLOCATED"/> <input type="button" value="Remove Cases"/> <input type="checkbox"/> All Cases <input type="button" value="Select First >"/> 100 Cases				<input type="checkbox"/> Empty Refusal Panel <input checked="" type="radio"/> Regular Assignment Total Cases 100 Selected Cases 0					
#	Case ID	From Own...	P...	Alloc User	RC ...	Mod... Test ... UNIT... Pane... Company Na...	Refusal ... Appointment	↓	Ti
1	010006133	UNALLOCATED	VAN	UNALLOCATED	00	P Flex5 1	21Q4	FIRM010006133	Aug 25, 2023 10:10 AM US
2	010344179	UNALLOCATED	MCC	UNALLOCATED	00	P Flex5 1	21Q3	FIRM010344179	Aug 23, 2023 8:40 AM US
3	010344486	UNALLOCATED	MCC	UNALLOCATED	00	P Flex5 1	21Q4	FIRM010344486	Aug 18, 2023 3:20 PM US
4	010344650	UNALLOCATED	DOC	UNALLOCATED	00	P Flex5 1	21Q3	FIRM010344650	Aug 25, 2023 9:50 AM US
5	010345417	UNALLOCATED	BRO	UNALLOCATED	00	P Flex5 1	21Q2	FIRM010345417	Aug 18, 2023 10:10 AM US
6	010348418	UNALLOCATED	JOH	UNALLOCATED	00	P Flex5 1	22Q3	FIRM010348418	Aug 21, 2023 10:40 AM US
7	020301304	UNALLOCATED	DOA	UNALLOCATED	00	C Flex5 1	23Q2	FIRM020301304	Aug 21, 2023 12:50 PM US
8	020309523	UNALLOCATED	ALLE	UNALLOCATED	00	P Flex5 1	20QH	FIRM020309523	Aug 28, 2023 1:50 PM US
9	020311159	UNALLOCATED	BAU	UNALLOCATED	00	P Flex5 1	22Q3	FIRM020311159	Aug 17, 2023 1:30 PM US
10	020311293	UNALLOCATED	DOA	UNALLOCATED	00	C Flex5 1	22Q3	FIRM020311293	Aug 18, 2023 1:20 PM US
11	040050538	UNALLOCATED	PUC	UNALLOCATED	00	C Flex5 5	21Q2	FIRM040050538	Aug 16, 2023 8:10 AM US
12	040066713	UNALLOCATED	GRF	UNALLOCATED	00	C Flex5 1	22Q3	FIRM040066713	Aug 23, 2023 11:20 AM US

d e

- f) Next, select the case(s) to assign to highlight them and then select the specific To User. Click on the “Assign” button at the bottom of the screen to assign the cases.

Assign Cases

#	Case ID	From User	To User	Alloc User	RC	Mod.	Test	UNIT	Panel	Company Na...	Refusal ...	Appointment	Ti...
1	010006133	UNALLOCATED	VA	UNALLOCATED	00	P	Flex5	1	21Q4	FIRM010006133		Aug 25, 2023 10:10 AM	U
2	010344179	UNALLOCATED	MC	UNALLOCATED	00	P	Flex5	1	21Q3	FIRM010344179		Aug 23, 2023 8:40 AM	U
3	010344486	UNALLOCATED	MC	UNALLOCATED	00	P	Flex5	1	21Q4	FIRM010344486		Aug 18, 2023 3:20 PM	U
4	010344650	UNALLOCATED	DC	UNALLOCATED	00	P	Flex5	1	21Q3	FIRM010344650		Aug 25, 2023 9:50 AM	U
5	010345417	UNALLOCATED	BR	UNALLOCATED	00	P	Flex5	1	21Q2	FIRM010345417		Aug 18, 2023 10:10 AM	U
6	010348418	UNALLOCATED	JO	UNALLOCATED	00	P	Flex5	1	22Q3	FIRM010348418		Aug 21, 2023 10:40 AM	U
7	020301304	UNALLOCATED	DC	UNALLOCATED	00	C	Flex5	1	23Q2	FIRM020301304		Aug 21, 2023 12:50 PM	U
8	020309523	UNALLOCATED	AL	UNALLOCATED	00	P	Flex5	1	0204H	FIRM020309523		Aug 28, 2023 1:50 PM	U
9	020311159	UNALLOCATED	BA	UNALLOCATED	00	P	Flex5	1	22Q3	FIRM020311159		Aug 17, 2023 1:30 PM	U
10	020311293	UNALLOCATED	DQ	UNALLOCATED	00	C	Flex5	1	22Q3	FIRM020311293		Aug 18, 2023 1:20 PM	U
11	040050538	UNALLOCATED	PL	UNALLOCATED	00	C	Flex5	5	21Q2	FIRM040050538		Aug 17, 2023 8:10 AM	U
12	040086713	UNALLOCATED	GR	UNALLOCATED	00	C	Flex5	1	22Q3	FIRM040086713		Aug 17, 2023 8:11:20 AM	U

Note: Refusal Conversion Panel Numbers will only be assigned in refusal conversion assignment mode.

Selected Users: 1
To User: DIXON_5
Cases: 1
Units: 1

Buttons: Unassign, Assign (highlighted), Temp Assign, Revert Temp Assign, Return to Case List

2. Address Refinement and Enrollment

When a case is received, it is in Address Refinement mode. Interviewers must refine the case by contacting the company, confirming the case details and emailing the respondent a CES Enrollment Package. Once this has been completed, the case can be moved to the Enrollment mode by clicking on the “Complete Address Refinement” or “Complete Address Refinement and Close” button.

The screenshot shows the 'Address/Enrollment' screen of a software application. At the top, there is a navigation bar with links for Home, Data, Utilities, Admin, Tools, DCC Transfers, Help, and Shortcut Key. Below the navigation bar, there are several buttons: Notes, Dialer, Scheduler, Print/Fax, Batch Fax Entry, Transfer Request, Save, Save And Close, and Return. The main area is titled 'Address/Enrollment'. It contains fields for Contact (set to 'Johnny'), Title ('HR Manager'), Company ('Test Company'), Address ('250360117 Main St.'), City ('Test City'), State ('CA'), Zip Code ('92010'), Type ('6674'), Time Zone, Email ('test@test.com'), and Email Status ('Verified'). A blue arrow points down to the 'Verify Email (@)' button. At the bottom of the screen, there are two buttons: '✓ Complete Address Refinement' and '✓ Complete Address Refinement and Close'. The 'Complete Address Refinement' button is highlighted with a blue border. A blue bar at the very bottom contains the text 'Unit Grid'.

While in Enrollment mode, the Interviewer will attempt to enroll the respondent in the CES survey. After the respondent agrees to participate, the Interviewer can complete Enrollment. First, change the case's Disposition Code (DC) to 99 on the right side of the screen, indicating the respondent will participate in the survey.

Unit-Level Info

CASE NUM	REPORT NUM	UI NUM	RUN	DC	Assign All Units
250360117	250360117	1234567890	00000	00	<input type="button" value="00"/>

Location Address

Unit ID	2503601
Company	Test Con
Sec Name	Test
Location	Test Loc
Address	2503601
City	Test City
Zip Code	12345

QUI Data

NCE Industry:	false
Month	AE
Sep 2022	1
Aug 2022	1
Jul 2022	1
Jun 2022	1
May 2022	1
Apr 2022	1
Mar 2022	1
Feb 2022	1
Jan 2022	1

21 Refusal, non-mandatory survey
 22 Refusal, no time
 23 Refusal, confidentiality concern
 24 Refusal, company policy against survey
 25 Refusal, no benefit to company
 26 Refusal, government intruding
 27 Refusal, too difficult
 28 Refusal, company too small
 29 Refusal, other reason
 30 Refusal, multiple reasons
 50 Out of business
 51 Out of scope, not in US
 52 Out of scope, business sold
 53 Out of scope, employees leased
 54 Out of scope, industry
 55 Cannot collect, multiple reasons
 70 Duplicate unit
 71 Cannot locate
 72 Cannot locate a respondent
 99 Will Participate

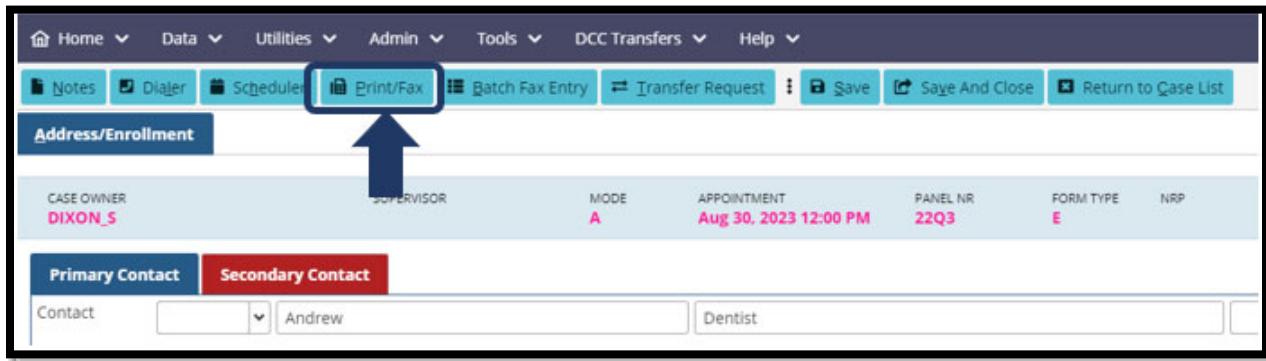
Next, click on the “Complete Enrollment” or “Complete Enrollment and Close” button to move the case to Collection mode.

Address/Enrollment

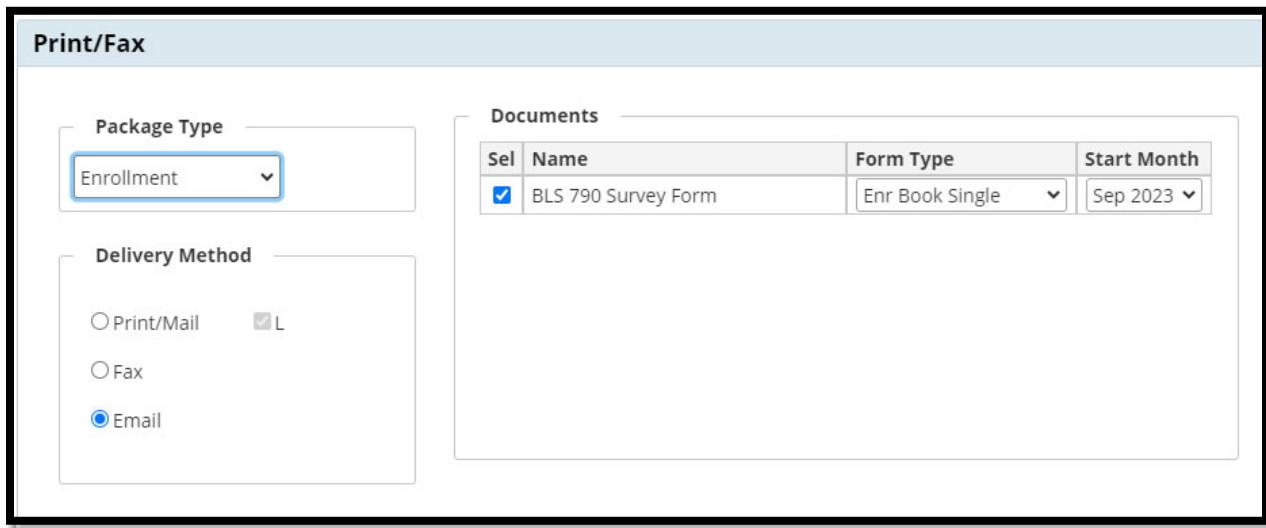
Primary Contact	Secondary Contact				
Contact	Johnny	Test			
Title	HR Manager	Phone 1 (202) 691-6106	Extension		
Company	Test Company	Phone 2 (202) 691-6106	Extension		
Address	250360117 Main St.	Fax	Fax Status 0		
City	Test City	State NY	Email test@test.com		
Zip Code	12345	Type 1234	Time Zone U	Email Status Unknown/u	10/18/2023
<input type="button" value="Verify Email (@)"/>					
<input type="button" value="✓ Complete Enrollment"/> <input type="button" value="✓ Complete Enrollment and Close"/>					

3. Emailing or Printing a Form

To email or print the form during Address Refinement or Enrollment, utilize the “Print/Fax” button within the case.



Then select the package type, forms and/or letters to include, and delivery method and click the “Send” button. This will either email the documents, send them to the printer, or fax them to the respondent based on your selection.



The screenshot shows the 'Print/Fax' interface. On the left, there are sections for 'Package Type' (Enrollment), 'Delivery Method' (Email selected), and 'Case Selection'. The 'Case Selection' grid lists one contact: 'Case Id: 243283792, Contact Name: Andrew Dentist'. On the right, a 'Cover Sheet' is displayed with a message from the U.S. Department of Labor about employment counts. A large blue box highlights the 'Send' button at the bottom right of the screen.

4. Data Entry

When data are collected from an establishment, the data will be entered on the Collection Screen. The number of data item fields to be entered depends on the Form Type (industry) of the company (see table in Appendix A). Data item fields not required for a specific form type are grayed out in the collection grid.

An example of a Form E (Services establishments) collection grid is shown below. Form E requires all data items except Overtime hours (OT).

The top screenshot shows the 'Address/Enrollment' tab selected, displaying a grid with columns for Contact (Abraham Lincoln), Title (Payroll Manager), Phone ((202) 691-6106), Form (E), and Cont (FIRM!). The 'Form' column is highlighted with a blue box.

The bottom screenshot shows the 'Collections' tab selected, displaying a grid with columns: MM/YYYY, AE/PW, EMP, WW, PR, CM, Hour, and OT. The row for 09/2023 has 'AE' in the AE/PW column and 'PW' in the EMP column. The 'Form' column is also highlighted with a blue box.

5. Screening Errors

Occasionally, screening errors occur indicating that there are potential problems with the data entered. The problematic data items are highlighted in blue in TopCATIWeb. There are many reasons why the errors occur, including large over-the-month changes (OTM), parameter errors, or changes that are too high or low. When errors occur, it is the responsibility of the Interviewer to determine the cause of the errors and work with the respondent to correct them.

MM/ YYYY	AE/ PW	EMP	WW	PR	CM	Hour	OT	CC1	CC2	PLP	CLP	RC
09/2023	AE	173	23					- ▾	- ▾	2 - B ▾	0 - L1 ▾	12 P ▾
	PW											

TopCATIWeb will also provide a brief explanation for the error.

Error Transcripts

I noticed that your number of All Employee count changed significantly from last month. What caused this change? (>= 0.2319)

[More Info](#)

When data are input and trigger an error message, but the data are correct, the Interviewer can assign a comment code to explain the error(s). The comment codes or CC1/CC2 are provided in a drop-down list for the Interviewer to select from and are grouped by type including Employment Shifts, Pay Shifts, Hours, Special Conditions, and Reporting Issues. The data below show a large jump in employment from 73 in August 2023 to 173 in September. The comment code 03 is used to justify this change. The Interviewer shall be responsible for providing notes in the case regarding this error.

MM/ YYYY	AE/ PW	EMP	WW	PR	CM	Hour	OT	CC1	CC2	PLP	CLP	RC
09/2023	AE	173	23					03 - ▾	- ▾	2 - B ▾	0 - L1 ▾	90 S ▾
	PW											
08/2023	AE	73	11					- ▾	- ▾	2 - B ▾	0 - L1 ▾	90 S ▾
	PW											

Collection Details							
Collection: Select 1 of 1 Unit(s)							
Transcripts How many non-supervisory workers worked or received pay during the pay period ending September 12th?							
Selected Unit: ◀◀ 06 0596164 PRIMAR ▶▶ Location: LOCATION							
Collections							
MM/ YYYY	AE/ PW	EMP	WW	PR	CM	Hour	OT
09/2023	AE	173	23				
	PW						
08/2023	AE	73	11				
	PW						

- Employment Shifts
 01 - Seasonal increase
 02 - Seasonal decrease
03 - More business (expansion)
 04 - Less business (contraction)
 05 - Short term/specific business project starting or continuing
 06 - Short-term/specific business project ending or approaching
 06 - completion
 07 - Layoff
 08 - Strike, lockout or other labor dispute
 61 - Employment returns to normal after strike
 09 - Temporary shutdown of physical location
 12 - Internal reorganization, downsizing or bankruptcy resulting
 12 - in an employment decrease
 14 - Nonstandard work schedule
 15 - Intra-account (firm) transfer
 18 - Active employer reporting zero employment and wages
 19 - Employment returns or returning back to normal after 07 or 09-18
 37 - Other reasons for employment change

6. Logical Errors

In some cases, the data received are not plausible. These logical errors are highlighted in red in TopCATIWeb. This can occur for reasons such as the Production Employees and Nonsupervisory Employees (PE) counts end up higher than the All Employees count, as in the example below. The Interviewer shall resolve this error with the respondent.

Note: PE is displayed as PW in these screenshots. PE and PW are synonymous, with PE having replaced PW as the current terminology.

MM/ YYYY	AE/ PW	EMP	WW	PR	CM	Hour	OT	CC1	CC2	PLP	CLP	RC
09/2023	AE	173	23					03 - ▾	- ▾	2-B ▾	0-L ▾	11 P ▾
	PW	200										
08/2023	AE	73	11					- ▾	- ▾	2-B ▾	0-L ▾	90 S ▾
	PW											

How can you have
200 non-supervisors
if you only have 173
total employees?

7. Entering Notes

Interviewers provide notes in TopCATIWeb to document the events in a case. There are two types of notes: Case Notes and Permanent Notes. The Case Notes are used to document all events relating to the life cycle of the case that is pertinent to BLS. This includes space for the Interviewer to keep information related to communicating with the respondent and collecting the data. The Permanent Notes is a place where critical information can be found quickly.

The screenshot shows the 'Notes' section of the TopCATIWeb application. At the top, there are several input fields: 'Case' (060428255), 'Contact' (Andrew Dentist), 'UI Verified Date' (03/23/2022), 'EIN Proxy' (empty), 'LP Code PP1' (Weekly), 'PP2' (empty), 'Beg/End of PP1' (empty), 'PP2' (empty), 'Special Arrangements' (lpl mon - sun 6/06-6/12 7/11-7/17), and a 'Permanent Notes' button. Below this is a 'Special Case Notes' field. A large blue rounded rectangle highlights the entire top section.

Below this is a table titled 'Case Note(s)'. It has three columns: 'Date Created' (sorted by date), 'Interviewer', and 'Case Notes'. The table contains the following data:

Date Created	Interviewer	Case Notes
Nov 29, 2022, 08:55:40 AM	MCCHAN_D	
Jul 13, 2022, 11:01:11 AM	FLECK_K	collected data for jun.
Jun 3, 2022, 01:54:57 PM	CHAVEZ_V	col data for may call bac june on 6/21 @ 12:30
Jun 3, 2022, 11:48:33 AM	BAYNHAM_R	collected data
Jun 3, 2022, 10:44:26 AM	BAYNHAM_R	
May 3, 2022, 09:29:50 AM	SALINAS_JOVAN	tt andrew coll april: coll may 19 @1:00 pay period ends 15th
May 2, 2022, 02:28:40 PM	SALINAS JOVAN	tt andrew coll april: resch for mav 19th

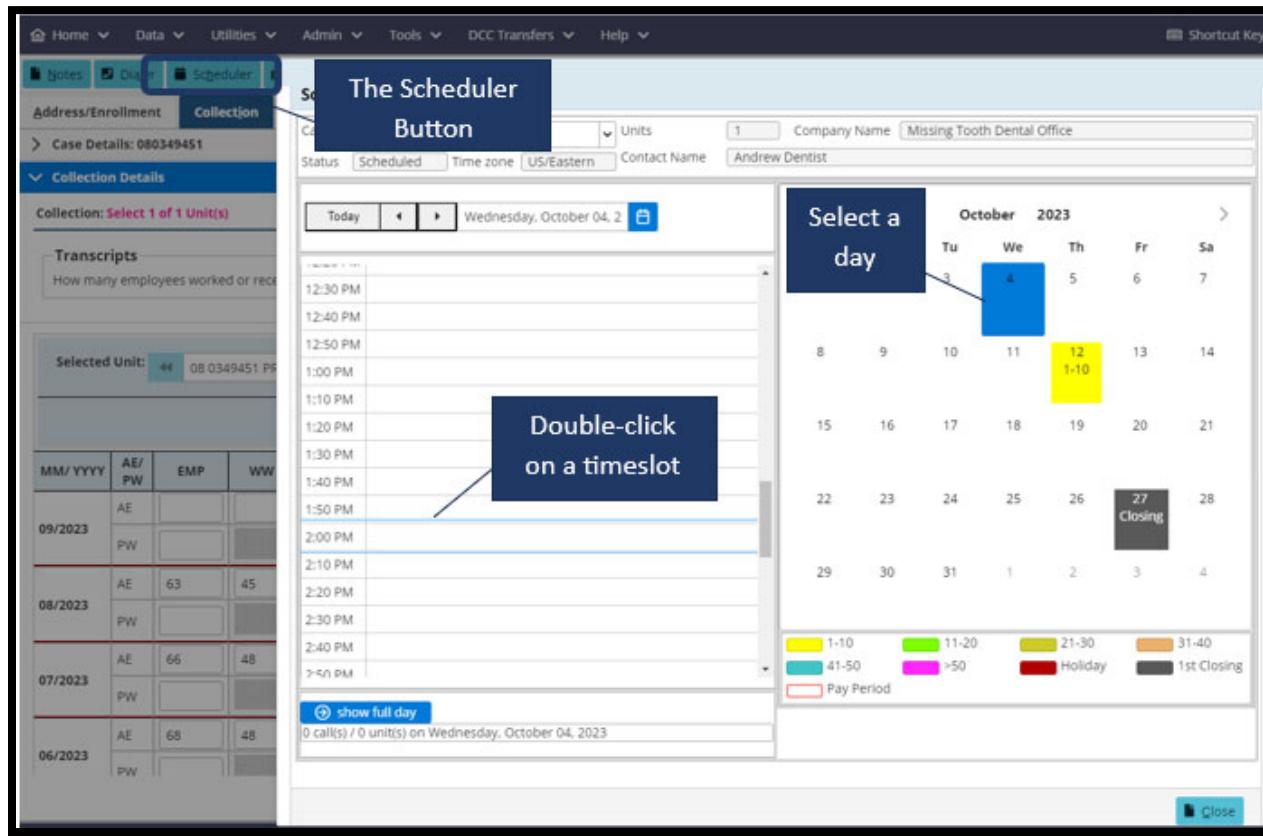
A blue rounded rectangle highlights the 'Case Notes' column header and the rows containing notes. Below the table is a 'Notes Options:' dropdown menu with 'Select an option' and a 'Case Notes' text area containing 'Content of currently selected case note...'. A 'Case Notes' button is highlighted with a blue rounded rectangle. At the bottom are buttons for 'Delete Note' (red), 'Add Note(s)' (green), 'Close' (blue), 'Save Note(s)' (teal), and 'Save and Close' (light blue).

8. Scheduling a Collection Call

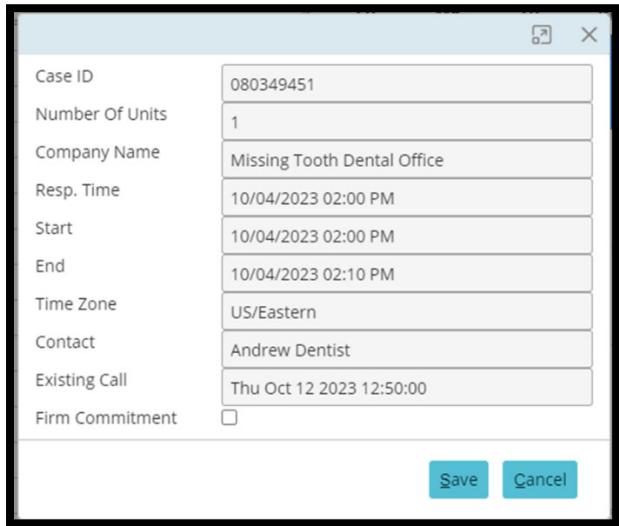
Once data are collected, the Interviewer shall schedule an appointment date/time to call the respondent back for the next month. This serves the purpose of allowing the respondent to tell the Interviewer when he or she will have the data available the following month as well as when he or she will be available.

To schedule the next appointment, the Interviewer will click the “Scheduler” button in the case.

The pop-up window that appears will allow the interviewer to click on a day and then a timeslot to schedule the call.



Once the interviewer double-clicks on a timeslot on the left side of the screen, another pop-up will show the details of the case and appointment. Click on the “Save” button to schedule the appointment.



It will now update the Date/Time on the case list as well.

Scheduled		Unscheduled									
Case List Options:		Calls Through Today	Next Call Scheduled for Oct 4, 2023, 2:00 PM	Single Select							
Status	RC...	Mod...	Test ...	Panel...	Alert	Appointment	Fir...	Case ID	Company Name	Time Zone ...	Resp. Time...
All	All	All	All	All						All	
2	00	C	Flex2	22Q3		Oct 04, 2023 2:00 PM		080349451	Missing Tooth Dental Office	US/Eastern	02:00 PM

Technical Exhibit 9 - CES Web Collection Tool

1. Respondents are sent a link to the CES Web Collection Tool with each monthly reminder. The link contains an embedded report number, so when the respondent follows the link to the report number is pre-populated. Alternatively, if the respondent follows a bookmark to the page, he or she will need to enter his or her nine-digit report number. A CAPTCHA will also need to be entered, as shown below. No password is required to enter the site.

BUREAU OF LABOR STATISTICS
Current Employment Statistics

Español | ADA Statement | Privacy Policy

Test Your Browser

Current Employment Statistics

Welcome to the Current Employment Statistics Internet data collection site.

Please enter your CES Report Number: #

To help us determine that you are a human visitor, please type in the characters seen in the image below. This will allow you to enter the CES data collection site. This will only take a moment.

90291

Terms and Conditions of Use

WARNING! You are using an Official United States Government System, which may be used only for authorized purposes. Unauthorized modification of any information stored on this system may result in criminal prosecution. The Government may monitor and audit the usage of this system, and all persons are hereby notified that the use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sec. 1001 and 1030.

I Accept

Maintenance activities may be conducted on Sundays from noon to 6:00 p.m. Eastern Time in order to keep the Internet Data Collection Facility (IDCF) at its peak performance and to cause as little disruption in service as possible to our customers. If the system is unavailable, please try back at a later time.

Please read:
Due to security reasons, your session will time out after 30 minutes of system inactivity. You will need to logon to the website again to continue.

2. At the data collection screen, respondents can enter data for their report numbers for a specific month. No previously submitted data are displayed on this collection tool since a password is not required for access.

CES Report Number: 660000001

Pay Group 1
Your firm is set up for one pay group.

Report the columns below for the two week payroll that includes the 12 th of		Pay:	Commissions:	
		Bi-weekly	No Commissions	
1	2	3	4	5
Employee Count	Women Workers	Payroll, Excluding Commissions (Whole dollars)	Commissions Paid at Least Once a Month (Whole dollars)	Hours, Including Overtime (Whole hours)
All Workers				
Production Workers				
Reason for Large Changes	none	none		

To add a second pay group, click here

Continue ➔

If you have questions or comments please send e-mail to: cnewhelp@bls.gov | Version : 5.2.4

3. The respondent can submit his or her data by clicking the “Continue” button, bringing him or her to a new screen that contains his or her data. At this screen, the respondent can review his or her data and either click the link labeled, “To edit data, click here” or the “Submit Data to BLS” button.
- When the respondent clicks the continue button, a series of edit and screening checks will be run against the data he or she has entered. These test the validity of the data, and if the data potentially has problems, the respondent will be shown an error message rather than continuing to the review screen.
 - These error messages fall into one of two categories: edit and screening tests.
 - Edit (or logic tests) check for impossible data. These tests will trigger an error message when a reporter enters data that are not feasible, like a Women Worker count that is higher than the All Employees count. When data fail a logical test, rather than continuing to the next screen, the respondent will receive an error message that details the issue. In the example where WE > AE, the message will read:

Employee Count for All Workers is less than Employee Count for Women Workers
Your data were not submitted because the Employee Count for All Workers is less than the figure entered for Women Workers. Please: -- Verify the Employee Count for All Workers in column 1 -- Verify the Employee Count for Women Workers in column 2

- Screening tests check for feasible but unlikely data. These tests will trigger an error code when a reporter enters data that are possible but unlikely for a variety of reasons. For example, a report may fail a screening test if the average weekly hours derived from the entered data is significantly different than the industry average. When a report fails a screening test, the respondent will receive an error message rather than continuing to the next screen. Here, the respondent

will have the option of editing his or her data or entering a comment code. Comment codes are located in the drop down boxes in the Reasons for Large Changes row. These codes allow the respondent to explain why his or her data are correct even though the data item failed the screening tests and continue to the next screen. An example of a screening error message is:

Average Weekly Worker Hours is low
Your data were not submitted because the number of hours worked per All Employees (column 5 divided by column 1) is low for your industry.
Please:
-- Verify the All Employees Employee Count in column 1
-- Verify the All Employees Hours in column 5
-- If both are correct, choose the most appropriate reason for large change in column 1-5 that explains the low value.

(END OF SECTION C)

SECTION D – PACKAGING AND MARKING

D.1 ADDITIONAL REQUIREMENTS

All correspondence including, but not limited to e-mails, letters, memos, reports, etc., shall at a minimum include the following markings:

1. Date
2. Contract Number
3. Project Description or subject such as “Current Employment Statistics” or “CES”

SECTION E – INSPECTION AND ACCEPTANCE

The Government, through any authorized representatives, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. All inspections and evaluations shall be performed in such manner as will not unduly delay the work.

Pursuant to the appropriate inspection clause as provided below, the final inspection and acceptance of each specific tasks under this contract shall be made by the Contracting Officer and/or Contracting Officer’s Representative.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

See PWS Section 1.6 Period of Performance

F.2 PLACE OF PERFORMANCE

See PWS Section 1.7.7 Place of Performance

F.3 DELIVERABLES

The Contractor shall submit deliverables in accordance with the PWS, Technical Exhibit 2. Deliverables shall contain accurate and complete data.

F.4 NOTICE OF DELAYS

The contractor shall provide written notification to the Contracting Officer of any actual or potential situation that threatens to delay the timely performance of work under this contract. The notification shall include all relevant information and shall be made immediately upon the Contractor having knowledge of the actual or potential situation that may delay this contract.

SECTION G – CONTRACT ADMINISTRATION DATA – N/A

SECTION H – SPECIAL CONTRACT REQUIREMENTS – N/A

SECTION I– CONTRACT CLAUSES, TERMS AND CONDITIONS

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract 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 this/these address(es):
<https://www.acquisition.gov/>

CLAUSES	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS ALTERNATE 1	OCT 2018
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-16	ADDITIONAL RIGHTS IN DATA REQUIREMENTS	JUN 1987
52.232-1	PAYMENTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013

I.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION. (JAN 2017)

Definition. As used in this provision—

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

x (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).

x (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

 (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900\(a\)](#).

x (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

 (6) [Reserved].

x (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115-390](#), title II).

__ (11)

__ (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

__ (ii) Alternate I (DEC 2023) of [52.204-30](#).

__x__ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) ([31 U.S.C. 6101 note](#)).

__x__ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (14) [Reserved].

__ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

__ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

__ (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of [52.219-6](#).

__ (19)

__ (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of [52.219-7](#).

____ (20) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025)([15 U.S.C. 637](#)(d)(2) and (3)).

____ (21)

____ (i) [52.219-9](#), Small Business Subcontracting Plan (JAN 2025) ([15 U.S.C. 637](#)(d)(4)).

____ (ii) Alternate I (Nov 2016) of [52.219-9](#).

____ (iii) Alternate II (Nov 2016) of [52.219-9](#).

____ (iv) Alternate III (JUN 2020) of [52.219-9](#).

____ (v) Alternate IV (JAN 2025) of [52.219-9](#).

____ (22)

____ (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of [52.219-13](#).

____ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

____ (26)

____ (i) [52.219-28](#), Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of [52.219-28](#).

____ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644](#)(r)).

__ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637](#)(a)(17)).

x __ (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

x __ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JAN 2025)([E.O. 13126](#)).

x __ (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

x __ (34)

(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of [52.222-26](#).

x __ (35)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

__ (ii) Alternate I (JUL 2014) of [52.222-35](#).

x __ (36)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

__ (ii) Alternate I (JUL 2014) of [52.222-36](#).

x __ (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

x __ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

x __ (39)

(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

__ (41)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (44) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (45) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

__ (46) [52.223-23](#), Sustainable Products and Services (MAY 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671](#)).

__ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) ([5 U.S.C. 552](#) a).

__ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (48)

(i) [52.225-1](#), Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of [52.225-1](#).

__ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (JAN 2025) of [52.225-3](#).

__ (iv) Alternate III (FEB 2024) of [52.225-3](#).

__ (v) Alternate IV (Oct 2022) of [52.225-3](#).

____ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

____ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

____ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____x (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ([E.O. 13513](#)).

____ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

____ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

____ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

____ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

____x (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

____ (61) [52.232-36](#), Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

____ (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

____ (64) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

____ (65)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of [52.247-64](#).

__ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

x (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

x (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

x (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

x (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and 41 U.S.C. chapter 67).

x (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

x (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

x (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

x (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

x (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

x (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) ([49 U.S.C. 40118\(g\)](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(x) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

(xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xix) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ([E.O. 12989](#)).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).
- (xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.4 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within at least 15 days prior to order expiration.

(End of clause)

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

The Government may extend the term of this contract by written notice to the Contractor within at least 5 days prior to base/option period expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the order expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.6 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

Definitions. As used in this clause-

Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software- (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41U.S.C. 116).

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

Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

Data first produced in the performance of this contract;

Form, fit, and function data delivered under this contract;

Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

The Contractor shall have the right to-

Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

Copyright- (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

Identifies the data; and

Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

As expressly set forth in this contract; or

If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

Identifies the data to which the omitted notice is to be applied;

Demonstrates that the omission of the notice was inadvertent;

Establishes that the proposed notice is authorized; and

Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

If data has been marked with an incorrect notice, the Contracting Officer may-

Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

Correct any incorrect notices.

Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

Identify the data being withheld; and

Furnish form, fit, and function data instead.

Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(Reserved)

Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.7 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

In addition to the data (as defined in the clause at 52.227-14, Rights in Data - General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

The Rights in Data - General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data - General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

I.8 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

Definitions. As used in this clause--

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

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

Allocation of Rights. (1) The Government shall have--

Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

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

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

worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

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

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

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

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

(End of clause)

I.9 FAR 52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.10 DOL 2012-01 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE - OCI-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (DECEMBER 2012)

This clause supplements the FAR provisions on organizational conflicts of interest, located at FAR subpart 9.500 and should be read in conjunction with these provisions. To the extent there is any inconsistency or confusion between the two provisions, the FAR provision controls.

Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded, future Government contracts.

The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the Contracting Officer as general guidance in individual contract situations:

Unequal Access to Information. The performance of this contract may provide access to “nonpublic information,” which could provide the contractor an unfair competitive advantage in later solicitations or competitions for other DOL contracts. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the same nonpublic information that is related to the future procurement action. If you, as a contractor, in performing this contract, obtain nonpublic information that is relevant to a future procurement action, you may be required to submit and negotiate an acceptable mitigation plan prior to being deemed eligible to compete on the future action. Alternatively, the “nonpublic information” may be provided to all offerors.

Biased Ground Rules. Your contract with DOL may have, in some fashion, established important “ground rules” for another DOL procurement in which you may desire to be a competitor. For example, this contract may involve you drafting the statement of work, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.

Impaired Objectivity. The performance of this contract may result in the contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor’s ability to render impartial advice to DOL could appear to be undermined by the contractor’s financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a “walling off” of lines of communication between entities or divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that a contractor may be placed in a position to provide evaluations and assessments of itself or other entities with which it has a significant financial relationship, the affected contractor should notify

DOL immediately. The contractor may also be required to provide a mitigation plan that includes recusal by the contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

In order to prevent a future OCI of any kind, the Contractor shall be subject to the following restrictions:

The Contractor may be excluded from competition for, or award of, any government contracts as to which, in the course of performing another contract, the Contractor has received nonpublic and competitively relevant information before such information has been made generally available to other persons or firms.

The Contractor may be excluded from competition for, or award of, any government contract for which the contractor actually assisted or participated in the development of specifications or statements of work.

The Contractor may be excluded from competition for or award of, any government contract which calls for it to evaluate itself, any affiliate, or any products or services produced or performed thereby.

The Contractor may be excluded from competition for, or award of, any government contract calling for the production or performance of any product or service for which the Contractor participated in the development of requirements or definitions pursuant to another contract.

This clause shall not exclude the Contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition but the Contracting

Officer may require a mitigation plan or other steps as needed to ensure that there has not been an unequal access to nonpublic competitively sensitive information.

The term “contractor” as used in this clause, includes any person, firm or corporation that owns or controls, or is owned or controlled by, the contractor. The term also includes the corporate officers of the contractor.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder, or such other period as the Contracting Officer shall direct.

If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(End of Clause)

I.11 DOL 2019-01 SECTION 508 REQUIREMENTS (JAN 2019)

A. Applicability

Contracting Officers shall insert this clause in all new solicitations and awards for the acquisition of Information and Communication Technology (ICT) to be used by the Department of Labor (DOL)

B. Definitions

'Information and Communication Technology' is defined as any information technology, and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, conversion, duplication, automatic acquisition, storage, display, receipt or transmission, of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: Computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and electronic documents.

C. Requirements

Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), applies to Federal Agencies, and the Contractors providing support on behalf of an Agency. The Contractor is required to provide Section 508 compliant systems and components of ICT when Federal agencies develop, procure, maintain, or use ICT. The Contractor shall ensure that its system and components allow Federal employees and members of the public with disabilities access to, and use of, information and data that is comparable to the access afforded Federal employees and members of the public without disabilities. Products, platforms and services delivered as part of this contract action that are ICT, or contain ICT, shall conform to the Revised Section 508 Standards, which are located at 36 C.F.R.1194.1 & Apps. A, C & D.

1. Requirements by service / contract type are as follows:

- a. Custom ICT Development Services: When the Contractor provides custom ICT development services and/or Commercially Available Off-the-Shelf (COTS) products, pursuant to the requirements, the Contractor shall ensure the ICT fully conforms to the applicable Revised Section 508 Standards prior to delivery and before final acceptance.
- b. Installation, Configuration & Integration Services: When the Contractor provides installation, configuration or integration services for equipment or software pursuant to the requirement, the Contractor shall not install, configure or integrate the equipment or software in a way that reduces the level of conformance with the applicable Revised Section 508 Standards.
- c. Maintenance Upgrades & Replacements: The Contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this

award do not reduce the approved level of conformance with the applicable Revised Section 508 Standards at the time of award. Additionally, an updated Accessibility Conformance Report (ACR) shall be submitted for each ICT Item, and shall be completed according to the instructions provided by the Industry Technology Industry Council (ITIC), in order to be considered for each option year exercise.

- d. Service Personnel: The Contractor shall ensure that contractor personnel providing support are DHS Trusted Tester or have an equivalency of the knowledge, skills, and ability necessary to address the applicable Revised Section 508 Standards defined in the requirement, and shall provide conformant Section 508 supporting documentation upon request.
 - e. Hosting Services: The Contractor shall not implement hosting services in a manner that reduces the existing level of conformance of the electronic content with applicable Revised Section 508 Standards, when providing hosting services for electronic content to the agency. Throughout the life of the award, the agency reserves the right to perform Independent Third-Party testing on a vendor or Contractor's hosted solution to verify conformance.
2. Validation for ICT Items: The Contractor shall test and validate the ICT solution for conformance to the Revised Section 508 Standards, in accordance with the required testing methods and provide test results to verify conformance of the Voluntary Product Assessment Template (VPAT).
- a. For web and software, WCAG 2.0 Level AA or WCAG 2.1 Conformance Test Results shall be based on the Accessibility Tests for Software and Web, Harmonized Testing Process for Section 508 Compliance.
 - b. For Microsoft Office and PDF documents, WCAG 2.0 Level AA or WCAG 2.1 Conformance test results shall be based on the Harmonized Testing Guidance from the AED ACOP.
 - c. For ICT Items that are not electronic content, the Contractor shall validate conformance to the applicable Revised Section 508 Standards using a defined testing process. The Contractor shall describe test process and provide the testing results to the agency.
3. Conformance Reporting: For ICT items that are developed, updated, or configured for the agency, and when product substitutions are offered:
- a. Before acceptance, the Contractor shall provide an ACR for each ICT item that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the most recent version of the VPAT provided by the Industry Technology Industry Council (ITIC) at <https://www.itic.org/policy/accessibility/vpat>. An ACR shall be submitted for each ICT Item, and shall be completed according to the instructions provided by ITIC to be considered for acceptance.

- b. Before acceptance, when the Contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a Supplemental Accessibility Report (SAR) that contains the following information:
 - i. Accessibility test results based on the required test methods
 - ii. Documentation of features provided to help achieve accessibility and usability for people with disabilities.
 - iii. Documentation of core functions that cannot be accessed by persons with disabilities.
 - iv. Documentation on how to configure and install the ICT item to support accessibility.
 - v. When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised Section 508 Standards, including the range of accessible user interface elements the tool can create.
 - vi. Before final acceptance, the Contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.
- c. At any time, DOL reserves the right to perform Independent Third-Party testing to validate the ICT solution provided by the Contractor, conforms to the applicable Revised Section 508 Standards.
4. Non-Compliance: Before final acceptance of any ICT item, including updates and replacements, DOL shall determine that the furnished ICT item is in compliance with applicable requirements. If the furnished ICT item is determined to be non-compliant, the Contracting Officer shall notify the Contractor of this determination, within 15 business days of determination of non-compliance. The Contractor shall, at no cost to DOL, repair or replace the non-compliant products or services within the period specified by the Contracting Officer, or show evidence that as a reseller, it is actively working with the contractor to make the product compliant.

The Contracting Officer makes the final decision to accept or not accept a Contractor's ICT item that does not meet the stated Section 508 Standards. Where DOL determines that conformance to requirements of the Revised Section 508 Standards would impose an undue burden or would result in a fundamental alteration in the nature of the ICT, conformance shall be required only to the extent that it does not impose an undue burden, or result in a fundamental alteration in the nature of the ICT. Where ICT conforming to one or more requirements in the Revised Section 508 Standards is not commercially available, DOL shall procure the ICT that best meets the Revised Section 508 Standards consistent with the DOL's business needs. In such cases, the

Contractor shall provide alternative means of access that will enable people with disabilities to use the product being procured.

Additional information about Section 508 accessibility standards is located at
<https://www.section508.gov/>

Additional information on creating accessible documents is available at
<https://www.hhs.gov/web/section-508/making-files-accessible/index.html>

(End of Clause)

**I.12 52.232-7 - PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
(Nov 2021)**

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) *Hourly rate.*

(1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

(1) For the purposes of this clause-

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Materials* means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

- (i) Quantities being acquired; and
- (ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

- (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
- (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR [subpart 31.2](#) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

- (i) Comprised only of costs that are clearly excluded from the hourly rate;
- (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
- (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct

from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in [31.205-26](#)(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at [52.244-2](#), Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the

"completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

I.13 DOL-2023-03 Submission of Invoices – BLS Accounting Version (August 2023)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards for the Bureau of Labor Statistics (BLS). For existing awards, the Contracting Officer will determine whether the contract action should be modified to incorporate the clause.

B. Definitions

None

C. Requirements

1. Electronic Invoice Submittal

Electronic Invoice Submittal Invoices for the services/goods provided under this award shall be submitted through:

The Department of Treasury's Invoice Processing Platform (IPP)

IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from the Department of Treasury after award at, <https://www.ipp.gov>.

Per TFM Vol 1, part 4A, Chapter 200: Section 2055—Electronic Invoicing, Invoice Processing Platform (IPP)

Federal entities should consider using electronic systems and processes to streamline and improve efficiencies in government invoicing. IPP is a secure web-based electronic invoicing and payment information system provided by Fiscal Service. IPP allows federal entities to transform their existing paper-based order-to-pay processes into a streamlined electronic flow.

IPP provides a centralized location to view all transactions in the purchase-to-pay process. It transforms paper-based processes into an electronic process for both federal entities and their suppliers. IPP's modular design allows federal entities to implement functionality in phases, according to their business needs. Federal entities use IPP to send electronic contracts to vendors, to receive electronic invoices from vendors, and for invoice routing and approval workflow. IPP uploads payment remittance information from Treasury and non-Treasury disbursed federal entities, allowing federal entities and their suppliers to view and download payment information.

The Department of Labor (DOL) Quickpay DOL-BLS@quickpay.dol.gov.

A. The following instructions apply to Invoices submitted through IPP.Gov or the DOL

Quickpay email system:

IPP invoice attachments SHALL NOT exceed the size limit of 10 megabytes (MB) each.

All IPP submissions should have the invoice attached to avoid rejection. However, you may submit multiple attachments of less than 10MB each with the invoices.

(i) DO NOT submit an invoice or attachment that uses shading or color.

a. An emailed Portable Document Format (PDF) image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.

b. An emailed Tagged Image File Format (TIFF) image must be black and white.

(ii) Quickpay users SHALL: provide a copy of the invoice and any attachments via email to the quickpay email address listed on the contract. In some instances, invoices must be submitted to the COR before submitting to quickpay. The contract will specify if the COR should receive a copy of the invoice before submitting to quickpay.

(iii) Users SHALL NOT: submit more than one attachment per invoice and the attachment shall not exceed 10MB. Any additional attachments will not be recognized.

(iv) DO NOT submit more than one invoice at a time.

(v) DO NOT attempt to use the Recall or Resend email message feature.

B. Electronic invoices shall be in PDF or TIFF format.

2. Paper Invoices shall be submitted via fax or U.S. mail

Paper invoices may be sent via fax to:

(202)691-7796

Mail paper invoices to:

U.S. Department of Labor
Bureau of Labor Statistics
Room 4135
2 Massachusetts Avenue N.E.
Washington, DC 20212

3. General Information

Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above.

Inquiries regarding invoices must be emailed to BLSInvoiceInquiry@bls.gov. The relevant invoice must be attached to the inquiry email and the subject line of the email must state INQUIRY, as shown in the following example:

INQUIRY: Contractor Name, DOL Agency, Contract Number, BPA Call or Order Number, Invoice Number, Invoice Amount

The contractor SHALL NOT use the DOL electronic invoicing email address for inquiries about any invoice.

Questions

All questions regarding Electronic Invoicing shall be sent to the BLS Financial Officer at BLSInvoiceInquiry@bls.gov.

(End of Clause)

I.14 DOL 2018-02 DOL MANDATORY TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (AUGUST 2018)

Definitions: None

Requirements:

Where required and applicable, contractor employees, including employees of subcontractors at any tier, shall complete any DOL designated and hosted training, that the Contracting Officer's Representative (COR) identifies as mandatory. Training shall be completed in a timeframe specified by the COR.

Time spent on training shall be counted as regular hours worked.

Flowdown of requirements to subcontractors

The Contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

I.15 DOL 2015-03 INTERNET PROTOCOL VERSION 6 (IPV6) CLAUSE (MAY 2015)

Any system or product that includes: hardware, software, firmware, and/or networked components including but not limited to voice, video, or data that is developed, procured, or

acquired in support and/or performance of this requirement shall be capable of transmitting, receiving, processing, or forwarding digital information across system boundaries that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program.

This IPv6 capable system or product shall maintain interoperability with IPv4 systems and provide the same level of performance and reliability capabilities of IPv4 systems.

This IPv6 capable system or product shall have available IPv4 and IPv6 technical support for development, implementation, and troubleshooting of the system.

This IPv6 capable system or product can be upgraded, or the vendor will provide an appropriate migration path for industry- required changes to IPv6 as the technology evolves, at no additional cost to the Government.

This IPv6 capable system or product must be able to operate on networks supporting IPv4 & IPv6, as well as networks that support both.

Any system or product whose IPv6 non-compliance is discovered and made known to the vendor/contractor within 12 months of the start of performance shall be upgraded, modified, replaced, or brought in to compliance at no additional cost to the Federal Government.

(End of clause)

I.16 DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) CLAUSE

A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.

The COR is responsible, as applicable, for receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

(End Clause)

I.17 DOL 2012-02 CONTRACTOR'S OBLIGATION TO NOTIFY THE CONTRACTING OFFICER OF A REQUEST TO CHANGE THE CONTRACT SCOPE (CONTRACTOR'S OBLIGATION CLAUSE)

(a) Except for changes identified in writing and signed by the Contracting Officer, the Contractor is required to notify, within five working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the Contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the Contractor, the notice shall state:

The date, nature, and circumstances of the conduct regarded as a change in scope;

The name, function, and activity of each Government individual and Contractor official or employee involved in, or knowledgeable about, such conduct;

The identification of any documents and substance of any oral communication involved in such conduct;

Following submission of this notice, the Contractor shall continue performance in accordance with the contract terms and conditions, unless notified otherwise by the Contracting Officer.

The Contracting Officer shall promptly, within 5 business days after receipt of notice from the Contractor, respond to the notice in writing. In responding, the Contracting Officer shall either:

Confirm that the Contractor's notice identifies a change in the scope of the contract and directs the Contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;

Deny that the Contractor's notice identifies a change in scope and instruct the Contractor to continue performance under the contract; or

In the event the Contractor's notice does not provide sufficient information to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of clause)

I.18 DOL 2014-04 LIMITATION OF GOVERNMENT'S OBLIGATION (LoGO) - (JULY 2014)

Contract fixed price line item(s) ____ are incrementally funded. For these item(s), the sum of \$TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the

event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: On execution of contract: TBD

The remaining amount will be allotted: TBD

(End of clause)

I.19 DOL 2018-01 PRIVACY BREACH NOTIFICATION REQUIREMENTS - (APRIL 2018)

Definitions

"Breach" is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where--

A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or

An authorized user accesses or potentially accesses PII for an unauthorized purpose.

"Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

"Information System" is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Personally Identifiable Information" is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

Requirements

Contractors and subcontractors who collects or maintains Federal information on behalf of the agency, or uses or operates an information system on behalf of the agency, shall comply with Federal law e.g., FISMA 2014, E-Government Act and the Privacy Act. Additionally, the Contractor shall meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

The contractor shall:

Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards or guidelines;

Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;

Cooperate with and exchange information with DOL (Contracting Officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, in order to effectively report and manage a suspected or confirmed breach;

Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector;

Ensure staff that have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;

Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.

Report incidents per DOL incident management policy and US-CERT notification guidelines.

Remedy:

A report of a breach shall not, by itself, be interpreted as evidence that the Contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the Contractor is determined to be at fault for the breach, the Contractor may be financially liable for Government costs incurred in the course of breach response and mitigation efforts;

The contractor shall take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised; Additionally, the individual or individuals directly responsible for the data breach shall be removed from the contract within 45 days of the breach of data;

The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis in order to address a breach or upon discovery of a Contractor's failure to report a breach as required by this clause. If the Contractor is determined to be at fault for a breach, the contractor shall provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual shall be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor, and will not be reimbursed by the federal government.

(End of Clause)

I.20 DOL 2020-01 - Contractor Personnel Telework (JANUARY 2020)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

B. Definitions None

C. Requirements

Contractors Personnel Telework:

1. Telework for contractor personnel may be authorized on an ad hoc or routine basis in accordance with the contract action terms and conditions, coordination between the contracting officer's representative (COR) and the contractor's program manager, and written approval by the COR.

2. When authorized to telework, the following shall apply:

a. Contractor personnel authorized to telework will be provided the Department of Labor (DOL) equipment for secure authenticated access. No other equipment is authorized for use when teleworking.

b. Contractor personnel must employ appropriate safeguards and comply with all applicable DOL and Federal policies, specification/ requirements, and procedures related to Personally Identifiable Information, security, network, data, and communications.

c. The Government shall not provide or reimburse contractor personnel for internet connectivity.

(End of Clause)

I.21 DOL 2018-03 - RECORDS MANAGEMENT REQUIREMENTS (AUGUST 2018)

A. Applicability

The Contracting Officer shall insert this clause in all solicitations and awards in which the Contractor creates, works with, or otherwise handles Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

'Federal record' as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. Includes Department of Labor (DOL) records.
2. Does not include personal materials.
3. Applies to records created, received, or maintained by Contractors pursuant to their DOL contract.
4. May include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law.

Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. DOL and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to DOL's control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.

8. The Contractor shall not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. [Insert the following if no other data rights clause has been included in the contract] The DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, which will be provided by DOL, as directed by the Contracting Officer's Representative (COR). The training shall be completed in a timeframe specified by the COR. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor

(END OF SECTION I)

SECTION J– CONTRACT DOCUMENTS, EXHIBITS, SPECIAL CONTRACT REQUIREMENTS AND OTHER ATTACHMENTS

Attachment Number	Document Name	Number of Pages	Document Type	Document Date
RFP Attachment 1	Past Performance Questionnaire	6	Word Document	5/20/2025
RFP Attachment 2	BLS Confidentiality and Security Requirements	20	Word Document	5/20/2025
RFP Attachment 3	Pricing Sheet CES	-	Excel	5/20/2025
RFP Attachment 4	RFP Question and Answer	-	Excel	5/20/2025
RFP Attachment 5	Quality Assurance Surveillance Plan (QASP)	5	Word	5/20/2025
RFP Attachment 6	Small Business Subcontracting Plan Template	-	Excel	5/20/2025

(END OF SECTION J)

SECTION K– REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 FAR 52.233-2 – SERVICE OF PROTEST (SEPT 2006)

(a)Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____.
[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of provision)

K.2 FAR 52.204-8 – ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

- (a)
- (1)The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
- (2)The small business size standard is _____ *[insert size standard]*.
- (3)The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
- (i)Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii)Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii)Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)
- (1)If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2)If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.
- The Offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1)The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i)[52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A)The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
 - (B)The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C)The solicitation is for utility services for which rates are set by law or regulation.
- (ii)[52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii)[52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv)[52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v)[52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A)Are not set aside for small business concerns;
 - (B)Exceed the simplified acquisition threshold; and
 - (C)Are for contracts that will be performed in the United States or its outlying areas.
- (vi)[52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii)[52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii)[52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix)[52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x)[52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi)[52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii)[52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
 - (A)The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B)The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C)The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii)[52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in

the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at [52.223-2](#), Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at [52.204-7](#).

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate.

(Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

— (i) [52.204-17](#), Ownership or Control of Offeror.

— (ii) [52.204-20](#), Predecessor of Offeror.

— (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

- __ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
 - __ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
 - __ (vi) [52.227-6](#), Royalty Information.
 - __ (A) Basic.
 - __ (B) Alternate I.
 - __ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L. 1. INSTRUCTIONS TO OFFERORS

The Government plans to issue a single contract for the services described in this RFP.

SUBMISSION: The requirements are:

Volumes I -Technical
Volume II - Past Performance
Volume III - Price (in accordance with Attachment 3 – Pricing Sheet)
Volume IV – Small Business Subcontracting Plan

Questions regarding this solicitation must be submitted in the “Question and Answer Spreadsheet – Attachment 4” provided with this solicitation via email to Jasmine Lee(Lee.Jasmine.4@dol.gov), Rachael Vargas (Vargas.Rachael.N@dol.gov) and Shayla Battle (Battle.Shayla.E@dol.gov) by **Monday, July 21, 2025 at 5:00 PM Eastern Daylight Time (EDT)**. Responses to questions submitted will be addressed in the Question and Answer Spreadsheet and distributed to all contractors who submitted proposals.

Proposals submitted in response to this solicitation must be submitted via email to Jasmine Lee (Lee.Jasmine.4@dol.gov), Rachael Vargas (Vargas.Rachael.N@dol.gov) and Shayla Battle (Battle.Shayla.E@dol.gov) by **the time and date specified in Box 8 of the SF-1449.**

When submitting multiple files and attaching the files among multiple emails, please use the same subject and indicate in the subject: Email #x of #y.

Example Email Subject: CONTRACTOR NAME – RFP *insert solicitation number* (Email 1 of 2)

- A. **Format:** The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and solicitation number in the header and/or footer and shall begin at the top of each page. A Table of Contents should be created using the Table of Contents feature in MS Word.
- B. **File Packaging:** Proposals shall be submitted as outlined below and shall clearly identify each volume by volume number, volume name, and date of submission.
- C. **Page Count:** The page count is as follows:

Proposal Part	Page Count
Volume I – Technical Approach	Excluding covers, title pages, executive summaries, charts and table of contents, the text of the technical approach is Not to Exceed (NTE) 30 pages.
Volume II – Past Performance	The text of the Past Performance is Not to Exceed (NTE) 5 pages. This does not include the Submission of documentation (Attachment 1)
Volume III – Price	In accordance with the pricing sheets (Attachments 3)
Volume IV – Small Business Subcontracting Plan	No Page Limitation

D. Content Requirements: All information shall be confined to the appropriate volume. The contractor shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation. Proprietary information shall be clearly marked.

VOLUME I-FACTOR I: TECHNICAL APPROACH

No pricing information is to be provided in the Technical Volume. The offeror shall provide a technical narrative addressing the four subfactors below. The narrative should discuss its understanding of the requirements of this acquisition and its approach to performing the work, identify the key personnel it proposes to use to perform the contract, describe its experience, discuss its transition-in plans and quality control plan. The technical narrative should address these elements, as more fully discussed below.

There are four subfactors within Volume I-Factor I: Technical Approach (to include Experience), Management Plan, Quality Control Plan, and Subcontracting Plan.

The Proposal shall:

- Provide a detailed description of the technical requirements of the Tasks enumerated in the PWS;
- Demonstrate a thorough understanding of the Department's technical needs;
- Provide sound strategies to accomplish the identified objective and tasks;
- Include a discussion of the likely problems and identify possible solutions; and
- Be written to demonstrate the contractor's ability to present complex technical material in an accessible yet accurate manner.

The proposed approach shall demonstrate the contractor's ability to perform all work required at the highest level of quality.

SUBFACTOR 1 – EXPERIENCE

The contractor shall submit a summary of work experience of a similar nature, scope, complexity and difficulty to that which will be performed under the prospective contract contemplated by this solicitation.

SUBFACTOR 2 – MANAGEMENT PLAN

The contractor shall submit a proposed organizational structure (the number and types of positions, including subcontractors); plans for hiring, training, and retaining staff; assigning work; and monitoring performance.

SUBFACTOR 3 – QUALITY CONTROL PLAN

The contractor shall develop, maintain and comply with an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The quality control program is the means by which the contractor assures that the work complies with the requirement of the contract. The Quality Control Plan is to be delivered with the proposal. After acceptance of the quality control plan, the contractor will receive the Contracting Officer's acceptance in writing of any proposed changes.

VOLUME II: PAST PERFORMANCE

The Government will evaluate the quality of the Contractor's past performance deemed relevant and recent to the requirements of this RFP. The Government will use information submitted by both the contractor and any other sources of information available to assess past performance.

“Recent” is defined as: Work that has been performed within the last five (5) years from the issue date of this RFP or are currently being performed.

“Relevant” is defined as: Present/past performance effort involved similar scope, magnitude of effort, and complexities this effort requires.

NOTE: In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown (or “neutral”) past performance.

The contractor shall provide past performance information for no more than three (3) of the most relevant contracts performed for Federal agencies, state/local governments and/or commercial customers within the last five (5) years from the issue date of this RFP or are currently being performed. The contractor shall have their references completed and submit Attachment 1 – Past Performance Questionnaire of this RFP along with their submission.

VOLUME III: PRICE

The Price Volume submitted in response to this solicitation shall include the contractor's best pricing for all categories that the Government has listed in RFP Attachment 3 – Pricing Sheet.

The contractor should provide pricing based on their own technical proposal, the Government's specifications, and other contractual requirements. Pricing responses should conform to the CLIN structure in the Standard Form 1449 and Attachment 3 of the solicitation.

Although the Government has provided the Excel document with formulas, it is the responsibility of the Offerors to verify the accuracy of all totals. If you experience any technical difficulties with the Excel document and need assistance, contact the Contract Specialist(s).

The Price Volume shall include detailed spreadsheet(s) and/or Table(s) (i.e. via MS Excel or Word Doc) that identifies, rates, and other direct costs (ODCs).

Pricing information shall ONLY be addressed in the Price Volume, and under no circumstances shall pricing information be included elsewhere in the proposal. The Contracting Officer may request additional information if needed to verify compliance with this requirement.

VOLUME IV – SMAL BUSINESS SUBCONTRACTING PLAN (Does not apply to Small Businesses)

The Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer will evaluate the Subcontracting Plan for acceptability or unacceptability. If deemed acceptable, the Contracting Officer will approve the Plan.

For a subcontracting plan to be deemed acceptable, the offeror representing a large business shall respond to all eleven (11) elements of FAR 52.219-19. In addition, the offeror representing a large business shall demonstrate a commitment to small business subcontracting and its extent of participation in compliance with the associated regulatory requirements. The offeror representing a large business shall submit a plan, which will meet or exceed the percentage requirements (goals) described in this section for small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned small businesses.

Offerors shall adhere to the format outlined in FAR 52.219-19 using the Small Business Subcontracting Plan template in RFP Attachment 6.

The Department of Labor, Office of Small Disadvantaged Business Utilization (OSDBU) has determined the minimum appropriate subcontracting goals for this acquisition, to be based on the total subcontracting amount proposed by the offeror. The goals in the table below represent the percentage per small business category out of the offeror's proposed overall subcontracting amount. These goals are considered to be minimum allocations per category, and categories are not mutually exclusive.

Table: Subcontracting Category Percentage Goals

Small Business Category	Abbreviations	Category Goal
Small Business (all types)	SB	60%
Small Disadvantaged Business	SDB	11%
Women-Owned Small Business	WOSB	7%
HUBZone Small Business	HZSB	3%
Service-Disabled Veteran-Owned Small Business	SDVOSB	5%
Veteran Owned Small Business	VOSB	5%

Note: Subcontract dollars may be attributed to as many categories as are applicable. (Example: WOSB & SDB also count as SB) The offeror representing a large business shall:

Propose goals that are equivalent to or greater than those recommended by OSDBU. Clearly state the proposed goals and dollars for each small business category in the plan. Provide cage codes for the primary bidder as well as all proposed small business subcontractors. In no case are “zero” goals acceptable; failure to submit a plan that meets the percentage requirements (goals) set forth by the Contracting Officer for all small business categories may render the proposal non-responsive.

SECTION M – EVALUATION FACTORS FOR AWARD

ADDENDUM TO 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

Basis for Award

The Government will award a hybrid firm-fixed price/labor hour contract from this solicitation to the responsible offeror whose offer conforming to the solicitation is most advantageous to the Government based on the best overall proposal that is determined to be the most beneficial to the government, with appropriate consideration given to the evaluation factors (Technical Approach, Past Performance, Price). Technical Approach is significantly more important than Past Performance; Past Performance is more important than Price. All non-price factors together are significantly more important than Price.

Price will become significantly more important as non-price factors (Technical Approach and Past Performance) approach equality. Offerors are cautioned that the award may not be made to the lowest price/highest discount offer. The Government is more concerned with obtaining superior technical features and higher rated past performers than with obtaining the lowest overall price to the Government. However, the Government will not make an award at as significantly higher overall price to the Government to achieve slightly superior technical features.

To receive consideration for award, an overall rating of no less than “Acceptable” must be achieved for Factor I, and its associated subfactors (Experience, Management Plan, Quality Control Plan).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

Pursuant to FAR 15.306(c) the Contracting Officer may establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for reasons of efficiency. Pursuant to FAR 52.215-1(f) (4), the Contracting Officer may limit the number of proposals in the competitive range to the number that will permit an efficient competitive range among the most highly rated proposals.

2. TECHNICAL EVALUATION FACTORS

Each offeror’s Technical Approach will be evaluated on the extent to which it reflects a full understanding of the requirement and proposes appropriate resources.

Subfactors under Factor I- Technical Approach are listed in descending order of importance:

- **FACTOR 1 – TECHNICAL APPROACH**

- a. Experience
- b. Management Plan
- c. Quality Control Plan

FACTOR 1: TECHNICAL APPROACH

Contractors must describe how they intend to perform the services and deliver the items outlined in the Performance Work Statement (PWS). DOL will evaluate the technical portion of each proposal to determine that the contractor understands the requirement, the necessary personnel for successful implementation, and sufficient resources to meet and complete all technical requirements for performing and meeting DOL's requirements.

The Technical Approach Section must thoroughly describe in narrative form the solution proposed and must demonstrate an understanding of all technical requirements of the solicitation. The technical approach narrative must be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the proposed techniques and procedures will meet all of the requirements of the PWS. DOL will evaluate the Technical Approach to determine the stated approach's likelihood for successfully providing services associated with the major tasks stated in the PWS. Contractors must provide all of the information called for in the "Instructions to Offerors" in a manner that clearly demonstrates an understanding of DOL's requirements and provides a high likelihood for success to be considered for award.

SUBFACTOR 1.A: EXPERIENCE

The contractor shall submit a summary of work experience of a similar nature, scope, complexity and difficulty to that which will be performed under the prospective contract contemplated by this solicitation. The Government will evaluate the adequacy of the response to ensure it identifies experience in the below areas to the extent and nature that provides the government with adequate assurance of successful performance:

- a. Management of data collection and processing operations - Managing efforts involving the collection and processing of sensitive or proprietary survey data to meet the requirements of the PWS, preferably at multiple concurrent locations.
- b. Training - Training staff for collection and processing of survey data, preferably survey data.
- c. Staffing - Hiring and retaining staff for collection and processing data, preferably survey data.
- d. CATI collection - Use of CATI to enroll respondents and collect survey data including validation checks.
- e. Quality Control - Performing quality control for similar efforts.
- f. Timeliness- Meeting recurring deadlines for multiple deliverables for data collection efforts.

SUBFACTOR 1.B: MANAGEMENT PLAN

The Government will evaluate the contractor's proposed organizational structure (the number and types of positions, including subcontractors); plans for hiring, training, and retaining staff; assigning work; and monitoring performance, to the extent it shows the government an adequate approach and understanding indicating they can complete the requirements of the PWS effectively and efficiently.

SUBFACTOR 1.C: QUALITY CONTROL PLAN

The Government will evaluate the extent to which the contractor's plan is found to have an adequate approach and understanding of a sound and realistic quality control strategy that can be readily maintained and enforced over the life of the contract. Additionally, the Government will evaluate the plan to the extent which the plan identifies potential problems and describes problem solving techniques and corrective action methodologies that are adequate in their approach and understanding as required to ensure PWS requirements will be met.

FACTOR 2: PAST PERFORMANCE

Past Performance is defined as a measure of how well the contractor has performed under previous opportunities that are deemed recent and relevant. DOL's evaluation of past performance will be an assessment based on information provided by the contractor and information obtained independently by DOL from a variety of public and private sources including the references provided in the proposal. The evaluation will consider:

- a. Quality of Service – Compliance with contract requirements; customer satisfaction; etc.
- b. Contract Performance – Overall performance, ability to solve contract performance problems, and understanding and responding to additional requirements.
- c. Timeliness of Performance – Reliable; responsive to technical direction; adhered to contract schedule; tasks completed/provided on-time; no history of significant performance penalties.
- d. Personnel Management / Subcontractors – Work force properly trained and given proper direction to ensure that required tasks are successfully performed. Effective and efficient management of quality subcontractors.

“Recent” is defined as: Work that has been performed within the last five (5) years from the issue date of this RFP or are currently being performed.

“Relevant” is defined as: Present/past performance effort involved similar scope, magnitude of effort, and complexities this effort requires.

PAST PERFORMANCE RECENCY & RELEVANCY	
	DEFINITION
RECENCY	Work that has been performed within the last five (5) years from the issue date of this RFP or are currently being performed.
RELEVANT	Present/past performance effort involved similar scope and magnitude of effort and complexities this effort requires.
NOT RELEVANT	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this effort requires.

DOL reserves the right to contact references as deemed necessary to evaluate the contractor's record of past performance. DOL is not limited to the references listed by the contractor – DOL reserves the right to contact any relevant references for past performance information using public and private sources. It is the contractor's responsibility to make certain that the information provided for reference checks is complete, accurate and current as of the month of issuance of this solicitation. DOL does not guarantee, however, that all citations/references provided will be contacted and/or used in performing this evaluation. Lack of past performance will be treated neither favorably nor unfavorably.

NOTE: Contractors shall only include the information required above in the Past Performance Section of their quote. DOL will not evaluate or consider other information or Past Performance information in other Sections of the Technical portion of the quote.

The past performance factor will be evaluated using the following evaluation ratings:

Performance Confidence Assessment Ratings	
Rating	Description
High Confidence	Based on the Offeror's performance record, the government has high confidence the Offeror will successfully perform the required effort, without significant performance problems.
Satisfactory Confidence	Based on the Offeror's performance record, the government has satisfactory confidence the Offeror will successfully perform the required effort. Any performance problems would be expected to be resolved without significant attention by the Government.
Neutral/Unknown Confidence	No relevant performance record was found or is available and therefore the offeror is not evaluated favorably or unfavorably on past performance.

Little Confidence	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort. The resolution of performance problems would be expected to require significant attention by the Government.
No Confidence	Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.

FACTOR 3: PRICE

The pricing volume will be evaluated, including all option periods, to ensure that the prices proposed are fair and reasonable, using the techniques in FAR 15.404-1(b)(2). The Government will review the Pricing submissions for completeness and accuracy. If a proposal is found to be technically unacceptable, a price evaluation may not be performed. The Government may determine that a response is unacceptable if pricing is not included for all categories or if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

The price proposal will be evaluated separately from the technical proposal. Offerors that submit an Attachment 3 which is incomplete, missing required entries, or creates calculation errors in the document may be excluded from consideration for award for failing to submit a complete and acceptable proposal.

FACTOR 4: SMALL BUSINESS SUBCONTRACTING PLAN (Does not apply to small businesses) (PASS/FAIL)

The Office of Small Disadvantaged Business Utilization (OSDBU) and the Contracting Officer will evaluate the Subcontracting Plan for acceptability or unacceptability. If deemed acceptable, the Contracting Officer will approve the Plan.

For a subcontracting plan to be deemed acceptable, the offeror representing a large business shall respond to all eleven (11) elements of FAR 52.219-19. In addition, the offeror representing a large business shall demonstrate a commitment to small business subcontracting and its extent of participation in compliance with the associated regulatory requirements. The offeror representing a large business shall submit a plan, which will meet or exceed the percentage requirements (goals) described in this section for small business, small disadvantaged business, woman-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned small businesses.

Offerors shall adhere to the format outlined in FAR 52.219-19 using the Small Business Subcontracting Plan template in RFP Attachment 6.

(END OF SECTION M)