

ACCURATE COORDINATE DATASETS COLLECTION (ACDC)

Part I – The Schedule

SECTION B – SUPPLIES/SERVICES AND PRICES/COSTS

This solicitation and award is being conducted in compliance with FAR Part 36, Subpart 36.6 – Architect-Engineer Services.

B.1 GUIDANCE

- This contract shall be a vehicle for the Government to obtain Contractor-provided services, supplies, and equipment for the Accurate Coordinate Datasets Collection (ACDC).
- The Period of Performance for this contract is from award date through September 30, 2008.
- The Government contemplates the award of an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with Fixed Price task orders.
- The minimum value of the resulting contract is \$25,000 over the life of the contract. The maximum value of the contract(s) is \$10,000,000. The amount of all orders shall not exceed \$10,000,000.
- Travel costs shall be included as a cost element of the fixed price task orders. Federal Joint Travel Regulations (JTRs) are applicable. Travel requirements that surface during the contract period of performance that have not been associated with a fixed price task order must be approved by the Contracting Officer prior to commencement of the travel.
- No work shall begin without proper authorization by the Contracting Officer.
- In compliance with FAR Part 36, a price proposal is not required from offerors. Only the “most preferred firm” will be required to submit a price proposal after all technical proposals have been evaluated.

[End Section B]

SECTION C – DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

The Census Bureau requires accurate coordinate datasets to support the coordinate evaluation of TIGER files that have been processed through the MAF/TIGER Accuracy Improvement Project (MTAIP) coordinate improvement operations. Also coordinate evaluation data is required to evaluate the location accuracy of Geography Information System (GIS) files and other files that are potential sources of spatial data, for which the spatial accuracy must be statistically evaluated and the results recorded in the metadata.

C.2 SCOPE OF WORK

It is anticipated that from contract award through GFY 2008 coordinate Quality Assurance (QA) will be required for up to 1200 areas throughout the United States. In general, geographic areas that have been completed or mostly completed are as follows:

- Completed - Hawaii, Rhode Island, Delaware, Michigan, North Dakota, South Dakota, and Nebraska
- Mostly completed - Maryland, Ohio, Georgia, Kentucky, New Mexico, Mississippi, Louisiana, and Missouri

The schedule is dependent on a number of factors beyond the Census Bureau's control. Consequently the contract type is anticipated to be an Indefinite Quantity, Indefinite Delivery (IDIQ) contract with individual task orders for a well-defined workload of a definite number of named counties or areas. Each task order will be priced as a fixed price task order.

This task requires the collection via creation or procurement of coordinate QA evaluation datasets. The Census Bureau requires these Coordinate QA datasets to determine the coordinate accuracy of local government supplied GIS files, other coordinate source files, and coordinate enhanced TIGER files. The project shall be known as "Accurate Coordinate Datasets Collection (ACDC)."

C.2.1 Planning and Requirements (Task 1)

The Contractor Shall:

- Refine a set of requirements, based on an analysis of Census Bureau's needs, discussions with Census Bureau staff and its knowledge of the potential sources of accurate coordinates. A draft of Requirements Analysis Document shall be created and submitted to Census Bureau Geography Division for review. A review shall be held at which Contractor shall present its understanding of the requirements and answer questions, and

give Census Bureau staff the opportunity to provide feedback. The final Requirements Analysis Document shall include results from this review and shall be subject to final review and approval by the Census Bureau. This document shall be used as the basis for designing the system.

- Refine a Project Management Plan that describes the organization of this data collection and validation project. The contractor shall describe the critical collection and validation processes, identify areas of risk and describe the methods and tools to be used. A “Life Cycle” plan for a sample area with the major steps and milestones shall be included in the Project Management Plan. The Census Bureau and the contractor will work together to produce acceptance criteria for the QA Coordinate Datasets CD-ROM files. The acceptance criteria shall be a part of the Project Management Plan.

C.2.2 QA Point Determination/Production

For each increment of work the Census Bureau will prepare a task order that will assign one or more counties or areas. These counties or areas will not necessarily be adjacent. Task Orders will be generated when work is defined to the Census Bureau. There may be multiple task orders active at any one time.

The contractor shall:

- Determine the method by which the QA coordinates are to be obtained. The Census does not preclude the contractor from using any particular source as long as the contractor certifies the coordinates to be the required quality per the above Project Management Plan, and the source is independent of the coordinate source being tested by the Census Bureau. For example, QA coordinates have been obtained and used from GPS readings as well as imagery of known high quality.
- Prepare and deliver a Source Validation Plan that determines the accuracy of the coordinates obtained from any source from which QA coordinate datasets are delivered to the Census Bureau. This plan shall include an initial source qualification phase and an ongoing verification phase
- Prepare and Deliver a Source Validation Report For **each** source of QA coordinate validation points. There will be at least one of these reports for each task order and there may be several depending on the contractors approach to QA coordinate point collection.
- Prepare for QA Dataset Collection. The Census Bureau will assign coordinate locations for collection. Knowledge of QA Dataset selection criteria is necessary so that alternate locations may be selected if necessary. For an assigned area the points that are to be the Coordinate QA Dataset shall have the following characteristics:
 - o Generally 110 points are required for an area. Some QA point sources have a low marginal cost for determining additional points beyond the required 110 points. In

- such cases the contractor shall provide the Census Bureau with the option of obtaining additional points for the specific area. This option shall include the estimated additional cost and any impact on schedule. Also in a few areas there may be fewer than 110 candidate intersections for the entire area.
- o Points shall be at the junction of photo-identifiable features. Road intersections shall be used as the candidate intersections. Other feature intersections (e.g. railroad and road intersections) may be used with permission from the Census Bureau.
 - o Only intersecting features shall be used that meet at 90 degrees (plus or minus 5 degrees). The intersection may be a "T" or a crossing.
 - o The center of the road or other feature intersection shall be the location represented by the coordinate.
 - o In the data collection activity a selected intersection may be inappropriate or unusable. In such cases one or more alternate intersection shall be provided for each initially selected intersection. The offeror shall provide, as part of the RFQ response, a detailed description of the offered alternate feature intersection selection method.

C.2.3 Collect QA Datasets

The Contractor shall:

- Collect or subcontract to collect QA datasets.
- Review and validate QA Datasets using the Source Validation Plan, a description of how each source of QA coordinates will be evaluated to determine the expected accuracy of the coordinates from that source.
- Deliver the QA Coordinate datasets to the Census Bureau by assigned area on CD-ROM. The CD-ROM shall contain the following as appropriate:
 - o QA point file – ESRI-format shapefile containing for each of the collected points: intersection identifier (as provided in the GFI), latitude, longitude, names of intersecting roads, and additional comments
 - o QA point metadata file – this file shall contain information (metadata) about the data in the QA point file. It can be thought of as a trip report file; where applicable, it includes information such as collection location, start/end date, equipment used, base stations information, description of collection method, description of post-processing, and field notes remarking on special situations
 - o Reference files – text and shapefiles that were provided as Government Furnished Information (GFI).
 - o QA Point Image Clip – As determined in individual task orders, an image clip of the area around each collection point. The image shall show an area such that the relationship of the QA point to the near features is clear.

- Problem, Decision, etc. Documentation File – “Read Me File” containing any special points of interest. The “Read Me File” shall include the following information:
 - The name of the county or counties (if a GPS point group) and FIPS STCOU codes for the deliverable
 - The name of the GPS point group if the deliverable is a GPS point group
 - A tabular QA report for each point in the deliverable, giving the QA status for the following factors:
 - Anchor Point identifier (APID)
 - Meets 90 degree angle test (within 10 degree tolerance)
 - Census approved QA methodology
- Additional files may be required, pending the outcome of the Requirements Analysis

C.2.5 Deliverables

Deliverable	Due Date	Frequency
System Certification and Accreditation package (See Section J.1)	Award + 14 days	One time
Requirements Analysis Document - Draft	Award + 20 working days	One time
Requirements Analysis Document - Final	Award + 30 working days	One time
Project Management Plan	Award + 20 working days	One time
Source Validation Plan	As directed in each Task Order (Within 10 days after receipt of Task Order)	Per Task Order
Source Validation Report	Concurrent with QA Coordinate Datasets Delivery	Per QA Dataset Delivery
QA Coordinate Dataset CD-ROM files	Per Task Order Schedule	Per Task Order

C.3 Government-Furnished Information (GFI)

Government expects to provide at least four types of files as part of the GFI.

- File one will be a comma delimited text file containing the list of intersections that qualify to be part of the sample. Information included in that file will be:

Intersection identifier
 Latitude (signed decimal degree to six places)
 Longitude (signed decimal degree to six places)
 Intersecting feature (road) name 1
 Intersecting feature (road) name 2

Intersecting feature (road) name 3
Intersecting feature (road) name 4 (if applicable)

- File two will be a comma delimited text file containing the list of sample intersections selected from the qualifying intersections. Information included in that file will be:

Intersection identifier
Latitude (signed decimal degree to six places)
Longitude (signed decimal degree to six places)
Intersecting feature (road) name 1
Intersecting feature (road) name 2
Intersecting feature (road) name 3
Intersecting feature (road) name 4 (if applicable)

- Files three and four will be GIS files showing of the locations of the qualifying and selected sample intersection points.

Additional reference files may include (but not be limited to) GIS files of the feature network (roads) from which the sample sets were extracted, area boundaries, and other information that may assist the contractor in collecting QA points.

[End Section C]

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING FOR DOMESTIC SHIPMENT (1352.247-70) (MAR 2000)

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

D.2 MARKING

Shipping containers shall be plainly and substantially marked to show the contract number, contract line item number, a brief description of the contents, including model number (if applicable), serial number (if applicable), Contractor's name, and the name of the Contracting Officer's Technical Representative (COTR). All information, including forms, reports, etc., submitted to the Contracting Officer or the COTR, shall clearly indicate the solicitation or contract number for which the information is being submitted.

D.3 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms, reports, etc., to the Contracting Officer or the COTR shall be paid by the Contractor.

[End Section D]

SECTION E -- INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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 address:

www.arnet.gov

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996

(End of clause)

E.2 GENERAL REQUIREMENTS FOR INSPECTION AND ACCEPTANCE**E.2.1 Deliverable Certification**

The Contractor shall certify, in writing to the Contracting Officer, that the deliverables are complete and ready for inspection and acceptance in accordance with the contractual requirements of this contract.

E.2.2 Inspection And Acceptance

The Contracting Officer, or other duly authorized representative, will perform inspection of equipment, supplies, and services provided under this contract at the place of delivery in accordance with the requirements outlined below. Only the Contracting Officer, or his/her duly authorized representative, may formally accept deliverables under this contract.

E.3 INSPECTION AND ACCEPTANCE OF WRITTEN DELIVERABLES**E.3.1 Delivery**

All reports, documents, documentation, manuals, procedures, and narrative-type deliverables shall be submitted in accordance with the delivery requirements negotiated and agreed to in this contract.

E.3.2 Acceptance of Deliverables

Unless otherwise specified in the contract, or by mutual agreement in writing, the Government will have twenty (20) calendar days to determine the acceptability of deliverables. Any

deficiencies shall be corrected by the Contractor and incorporated into the final deliverable for resubmission to the Government within ten (10) calendar days (or a mutually agreed to duration) after notification.

E.5 INSPECTION AND ACCEPTANCE OF DATA DELIVERABLES

E.5.1 Delivery of Data Deliverables

All data deliverables (QA Coordinate Datasets files) shall be submitted in accordance with the task order delivery requirements and are subject to the acceptance criteria in the Project Management Plan (Section C.2.1).

E.5.2 Acceptance of Data Deliverables

Unless otherwise specified in the contract, or by mutual agreement in writing, the Government will have twenty (20) calendar days to determine if data deliverables meet the acceptance criteria. Any deficiencies shall be corrected by the Contractor and incorporated into the final deliverable for resubmission to the Government by a mutually agreed to date.

E.6 Transfer of ownership and risk of loss

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

[End Section E]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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 address:

www.arnet.gov

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK
52.247-35	APR 1984	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

(End of Clause)

F.2 See Section C.2.5 for the table of deliverables

F.3 1352.215-70 PERIOD OF PERFORMANCE

- a.** The period of performance of this contract is from date of award through September 30, 2008.

[End Section F]

SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGEMENT

During the contract period of performance, Contractors shall coordinate with the Government's Contracting Officer and Contracting Officer's Technical Representative (COTR).

G.1.1 1352.201-70 Contracting Officer's Authority (MAR 2000)

The contracting officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in the contract terms and conditions, including price.

(End of clause)

G.1.2 1352.201-71 Contracting Officer's Technical Representative (COTR)

- a. (To be designated at award) is hereby designated as the Contracting Officer's Technical Representative (COTR). The Government may change the COTR at any time **without prior** notice to Contractors by a unilateral modification to the Contract:

The COTR is located at:

U.S. Census Bureau
Geography Division
8903 Presidential Parkway
Upper Marlboro, MD 20772

Name: _____

Phone Number: (301) 763- _____

- b. The responsibilities and limitations of the COTR are as follows:
- The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR also is responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - The COTR is **not** authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the express prior authorization of the Contracting Officer. The COTR may

designate assistant COTRs to act for him/her by naming such assistants in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

(End of clause)

G.2 INVOICES

G.2.1 Instructions For Submitting Invoices To The U.S. Census Bureau

The Federal Register, Page 52591, Volume 64, No. 188, dated September 29, 1999, requires that submitted invoices must include specific information in order for the Government to make payment. Additionally, the U.S. Census Bureau has supplemented these requirements. Contractors may use **Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (Part 53 of the Federal Acquisition Regulation under FAR 53-301-1034)** or they may submit a company generated voucher. However, no matter what type of voucher is submitted, it must contain the information described below.

- a. Name and Address of Contractor
- b. Contact Name, Title, and Telephone Number
- c. Government Contract Number or Other Authorization for Delivery of Goods or Services
- d. Government Task Order Number is required if services are being provided through a task order to the basis contract
- e. Date of the Invoice
- f. Invoice Number, Account Number, and/or any other identifying number agreed to by the contract (At a minimum, there must be an invoice number)
- g. Include the Actual Date when services were performed or goods delivered.
- h. Include the Period of Performance on all invoices.
- i. Description – Including, for example, contract line/sub-line number, price, and quality of goods and services rendered.
- j. Include discount terms.
- k. Other substantiating documentation or information required by the contract.
- l. Taxpayer Identifying Number (TIN)
- m. Address for mailing payment

n. Other Substantiating Documentation or Information required by the contract

There also will be two statements and signature lines included in the invoice. The wording for these statements are:

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

 (Date) (Title of Contractor's Representative) (Signature)

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

and

I certify, to the best of my knowledge and belief, that the services/supplies shown on the invoice have been performed/furnished and are accepted.

 (Date) (Title: COTR, Task Manager, etc) (Signature)

The above statement will be signed by a Government representative, usually the COTR or a Task Manager with authority to certify.

If there is insufficient space in the Standard Form 1034 to provide all the required information, the Contractor may include the remaining information on bond paper. However, if bond paper is used, the contract and task order numbers, invoice number, and date of invoice must be listed at the top of the second and subsequent pages.

An original plus three copies of the voucher will be submitted to:

U.S. Census Bureau
 Finance Division (Vouchers)
 4700 Silver Hill Road, Stop 4400
 Washington DC 20233-4400

Some Contractors submit a copy of the voucher to the COTR or Task Manager. However, these Government representatives are not required to forward the invoice to the Finance Division nor should they sign the voucher until it is routed through the Finance Division.

G.2.2 Credits

Any credits due the Government will be applied against the Contractor's invoices with substantiating information attached.

G.3 METHOD OF PAYMENT

- a. Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.
- b. Not later than 7 days after receipt of notice of award, the Contractor shall forward the following information in writing to:

U.S. Census Bureau
Finance Division
Attn: (Name and phone # to be furnished at award)
4700 Silver Hill Road, Stop 4400
Washington, DC 20233-4400

- (1) Full name, title, telephone number, and complete mailing address of responsible official(s),

- (i) To whom check payments are to be sent, and
- (ii) Who may be contacted concerning the bank account information requested below.

- (2) The following bank account information is required for wire transfers:

- (i) Name, address, and telegraphic abbreviation of the receiving financial institution.
- (ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).
- (iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.
- (iv) If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

- c. Address and telegraphic abbreviation of the correspondent financial institution.
- d. The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
- e. Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Finance Division in writing at least 30 days before the effective date of the change. It is the Contractors' responsibility to furnish these changes in a timely manner to avoid payments to erroneous addresses or bank accounts.

- f. The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

G.4 PAYMENT DUE DATE

- a. Payments under this contract will be due on the 30th calendar day after the latter of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The date the deliverables are accepted by the Government.
- b. For the purpose of determining the due date for payment, and for no other purpose, acceptance will be deemed to occur in accordance with Section E.
- c. If the deliverables are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement deliverables.
- d. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

G.5 INTEREST ON OVERDUE PAYMENTS

- a. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.
- c. The term "progress payments," as used herein, signifies payments made as work progresses under the contract, upon the basis of costs incurred, of percentage of completion accomplished, or of a particular stage of completion, as provided under the payment provisions of this contract. As used herein, this term does not include payments for partial deliveries accepted by the Government under this contract, or partial payments on contract termination claims.

[End Section G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract, provided, that the Government gives the Contractor a preliminary notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

H.2 1352.216-78 TASK ORDERS (MARCH 2000)

- a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.
- b. The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.
- c. The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the COTR within ten (10) calendar days, or other mutually agreed upon duration, a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.
- d. Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.
- e. Within five (5) working days, or other mutually agreed upon duration, following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement.
- f. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order. Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

H.3 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

(End of clause)

H.4 1352.237-73 KEY PERSONNEL (MAR 2000)

- (a) The Contractor shall assign to this contract the key personnel designated in their technical proposal.
- (b) The key personnel shall be assigned and available on this contract starting from the date of contract award.
- (c) 15 days prior to making any permanent substitutions, The Contractor shall submit a request to the Contracting Officer providing a detailed explanation of the circumstances necessitating any proposed substitution(s), complete resume(s) for the proposed substitute(s), and any additional information requested by the Contracting Officer. Proposed substitute(s) shall have comparable qualifications to those of the individual(s) being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved change(s) of key personnel.

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements or delivery schedules, the Contractor shall immediately notify the Contracting Officer, in writing, giving pertinent details. The notification shall be for information purposes only and shall not be construed as a waiver by the Government of any delivery requirements.

H.6 AUTHORITY TO OBLIGATE THE GOVERNMENT

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

H.7 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

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

(End of clause)

H.8 1352.209-73 COMPLIANCE WITH LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations from the United States and from State and Local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any way affecting the contract work.

(End of Clause)

H.9 OBTAINING TAXPAYER IDENTIFICATION NUMBERS

- (a) This clause applies to those Contractors who are unincorporated individuals or partners acting as individuals who receive payments from the Government totaling \$600.00 or more in a calendar year under purchase orders or contracts.
- (b) Contractors who meet the requirements in paragraph (a) above, shall furnish their taxpayer identification number (employer identification number or Social Security number) with the first voucher (invoice) submitted for payment. Failure or refusal by the Contractor to furnish this information may result in a deduction of an amount equal to 20 percent of payments otherwise due and payable under this contract.
- (c) The taxpayer identification number will be used by agencies in completing Internal Revenue Service (IRS) Forms 1099-MISC. Statement for Recipients of Miscellaneous Income, for the IRS.

H.10 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)

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

(End of Clause)

H.11 1352.252-70 REGULATORY NOTICE (MAR 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of clause)

H.12 SUBCONTRACT REPORTS

The Contractor shall submit subcontract reports (see paragraphs a and b) in connection with the performance of this contract; a report for subcontracting under this particular contract, and a summary report when applicable, on subcontracts in all contracts between the Contractor and the Department of Commerce that contain subcontract goals for awards to small business and small disadvantaged business concerns.

- a) The Contractor shall submit a subcontracting report to this contract on a Standard Form 294. The report shall be submitted semi-annually in accordance with the General Instructions on the reverse side of the form. The report shall be submitted to:

Distribution

Addressee

Copy

Contracting Officer
U.S. Census Bureau
Acquisition Division
Room G 312, FB 3, Stop 1700
Washington, DC 20233-1700

Original

U.S. Department of Commerce
The Office of Small and Disadvantaged Business Utilization
Room H643
Herbert C. Hoover Building
Washington, DC 20230

- b) The Contractor shall submit a summary subcontract report on Standard Form 295 to the Department of Commerce on all of its contracts that have subcontracting goals. The report shall be submitted quarterly in accordance with the General Instructions on the reverse side of the form, or annually if the subcontracts are covered by an approved company-wide annual subcontracting plan for commercial products. The report shall be submitted no later than 15 days following the close of each calendar quarter. The report shall be submitted to the addresses listed in (a) above.

H.13 ACCESSIBILITY STANDARDS

Electronic and information technology (EIT) is subject to the accessibility standards at 36 CFR 1194; 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. It has been determined that this order meets the criteria for an exception under FAR 39.204(c), EIT that is acquired by a contractor incidental to a contract. The service required by this order is the delivery of data only. This data is part of a larger system and is intermediate data to be used on a one-time basis and will not be made available for repetitive use by either Government personnel or the public. There is no requirement for the contractor to acquire EIT except to process these data; therefore, any EIT acquired by the contractor is EIT that is incidental to the contract requirements.

H.14 1352.228-70 INSURANCE COVERAGE (MAR 2000)

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability.

The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(c) General Liability.

- (1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (2) Property Damage Liability Insurance shall be required in the amount of \$20,000.

(d) Automobile Liability.

The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(e) Aircraft Public and Passenger Liability.

When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability,

and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**H.15 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE
(MARCH 2000)**

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, *Insurance Coverage*, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of an deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

H.16 1352.208-70 PRINTING (MAR 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and $\frac{3}{4}$ inches by 14 and $\frac{1}{4}$ inches, will not be deemed printing.

(End of clause)

H.17 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

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

(End of clause)

[End Section H]

Part II – Contract Clauses**SECTION I - CONTRACT CLAUSES****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 address:

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, ALT. 1
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORM
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUATED DAMAGES – SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1991	PROHIBITION OF SEGRATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS (OR)
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-10	AUG 1987	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-26	JUN 1997	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT- ENGINEER CONTRACTS
52.232.33	MAY 1999	ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
52.232-34	MAY 1999	ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-14	APR 1984	SUSPENSION OF WORK
52.243-1	AUG 1987	CHANGES – FIXED PRICE
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-4	AUG 1998	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
52.245-1	APR 1984	PROPERTY RECORDS
52.244-4	APR 1984	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.249-7	SEPT 1996	TERMINATION (FIXED PRICE-ARCHITECT-ENGINEER)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

(End of clause)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Chief, Acquisition Division, U.S. Census Bureau, and shall not be binding until so approved.

(End of clause)

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this

contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

I.6 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS.

As prescribed in 44.403, insert the following clause:

Subcontracts for Commercial Items (May 2001)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 3246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.7 52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

[End Section I]

Part III – List of Documents, Exhibits, and Other Attachments

SECTION J – LIST OF ATTACHMENTS

**ATTACHMENT J.1 – CAR 1352.239-73 - SECURITY REQUIREMENTS FOR
INFORMATION TECHNOLOGY RESOURCES**

ATTACHMENT J.2 – PERSONNEL SECURITY PROCEDURES

ATTACHMENT J.1**J.1 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES**

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:
- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
 - (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
 - (3) *The Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
- (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
- (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>); .
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
- (e) [Insert agency or bureau specific guidance].

(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks.

Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.

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

(End of clause)

ATTACHMENT J.2

J.2 PERSONNEL SECURITY PROCEDURES

All contract personnel who will have access to U.S. Census Bureau (CB) data or have access to a Census Bureau site **shall** have a CB-approved background investigation *prior to* gaining access to the CB. CB-approved background investigations may include the Applicant Name Check, the National Agency Check and Inquiry (NACI), Special Agreement Check (OFI-86C), and/or other CB-approved previous investigation(s).

Two (2) weeks prior to having access to any CB site, the Contractor **shall** submit to the Contracting Officer two completed FD-258, "Fingerprint Cards," and the required CB suitability investigation applications below:/P>

SF-171, Application for Federal Employment, OF-612, Optional Application for Federal Employment, or Resume;

OF-306, Declaration for Federal Employment;

OFI-86C, Special Agreement Check; and

SF-85, Questionnaire for Non-Sensitive Positions

These requirements also pertain to contractor project supervisors, contractor management officials, and other contract personnel who plan to visit a Census Bureau site or access CB data.

Once the Contracting Officer or his/her designee receives a favorable pre-employment report from the OSY, upon issuance of a CB Contractor badge, and prior to access of a Census Bureau facility, the contract employee **shall** be required to complete the CB form BC-1759, Application for Special Sworn Status, **shall** take the CB Oath of Non-disclosure of the data, and **shall** be subject to penalties prescribed in Title 13, United States Code, Section 214. This requirement also pertains to contract project supervisors, contract management officials, and other contract personnel who may come into contact with T13 data.

Should the Contracting Officer or designee receive an unsuitable report on any contract employee as a result of processing the required forms, or should an existing employee under this contract become unsuitable or unfit for assigned duties in this regard, the Contractor **shall** be advised by the Government that such employee cannot be assigned to work or continue to work under the contract. The Contractor **shall** immediately remove any such employee and begin the process to replace him/her with a suitable substitute.

Potential contract employees who have previously had their suitability determined may not need to submit forms, pending verification to the CB by the prior Government agency or unless one (1) calendar year or more has elapsed since they last started work under a CB or General Services Administration contract. These potential contract employees **shall**, however, submit, in lieu of CB required paperwork and *prior to CB employment*, a statement on the prior agency's

letterhead that they have a current suitability determination. In addition to being submitted on the respective agency's letterhead, the statement **shall** also list the following: Full Name, Social Security Number, Date of Birth, and a Point-of-Contact, *including* an up-to-date telephone number, contract number(s), and performance dates for contracts on which they have or are currently participating, which required such a determination.

Legal Authorities Governing the Use of Census Bureau Data

Title 13, United States Code (U.S.C.), authorizes the Census Bureau to collect and maintain data on a broad range of subjects. Most of these data are confidential under Title 13, U.S.C., Section 9. Section 214 of that law provides strict penalties for unauthorized disclosure of Title 13 information. These penalties include a fine of up to \$250,000 or a jail term of up to 5 years, or both.

Title 13, U.S.C., Section 23(c) permits the Census Bureau to use non-Census Bureau employees to assist the agency in performing the work authorized under this title, but only if such temporary staff is sworn to observe the limitations imposed by Section 9 of this title. In other words, contractors and other temporary personnel shall take the Oath of Nondisclosure to be given Special Sworn Status. In taking the Oath of Nondisclosure, the contractor agrees not to disclose any information contained in the schedules, lists, or statements obtained for or prepared by the U.S. Census Bureau to any person or persons either during or after appointment and acknowledges the penalties for unlawful disclosure discussed in the previous paragraph.

In addition to Title 13 protections, some programs make use of administrative records information that the Census Bureau obtains from other agencies, under the authority of Title 13, U.S.C., Section 6. In addition to Title 13 protections to these data, they may also be covered by specific protections specified in the law of the source agency. If a contractor is given access to such information, he or she shall observe any additional agency confidentiality protections that must be implemented to protect these data. As with Title 13 data, the contractor shall be subject to additional penalties for violation of administrative record protection requirements.

Contractors shall observe security procedures documented in the Handbook for IT Security at <http://cww.census.gov/itso/secaware.html>.

Part IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (Section K shall be submitted with offerors' technical proposals)****K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of these provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**(52.204-5) Women-Owned Business other than Small Business (May 1999)**

(End of provision)

K.2 (52.203-11) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 (52.204.3) TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

[] TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Name _____

TIN

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

(End of provision)

K.4 (52.209-5) Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business Part, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 (52.215-6) PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, ZIP Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than offeror or Respondent

(End of Provision)

K.6 (52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.7 (52.222-25) AFFIRMATIVE ACTION COMPLIANCE (APR 1984) The offeror represents that--

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.8 (52.215-7) ANNUAL REPRESENTATIONS AND CERTIFICATIONS – NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

(a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if “none,” so state]:

(b) Enclosed its annual representations and certifications.

(End of Provision)

K.9 (52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

Small Business Program Representations (May 2001)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541370.

(2) The small business size standard is \$4,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that- -

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

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

"Women-owned small business concern" means a small business concern-

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

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(OCT 2000)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas..

(End of provision)

K.11 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

[End Section K]

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of these provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-6 Data Universal Numbering System (DUNS) Number (JUN 1999)

52.215-16 Facilities Capital Cost of Money (OCT 1997)

(End of provision)

L.2 TYPE OF CONTRACT

The Government contemplates the award of Fixed Price, Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

L.3 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

L.4 1352.252-71 REGULATORY NOTICE (MAR 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of provision)

L.5 1352.215-73 INQUIRIES (MAR 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. Questions must be received no later than 15 calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

(End of provision)

L.5.1 Clarification to the above provision

Questions via E-mail are considered to be in writing. Responses posted on the Census Bureau Web site are considered to be in writing.

L.6 1352.233-71 SERVICE OF PROTEST (MARCH 2000)

An agency protest may be filed with either (1) the Contracting Officer or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) - (Internet site: <http://oamweb.osec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

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

Contracting Officer
U.S. Census Bureau
Acquisition Division
Room G-300 Stop 1700
4700 Silver Hill Road
Washington, DC 20233-1700

If a protest is filed with either the Protest Decision Authority or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division – Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW
Washington, DC 20230
Attn: Mark Langstein, Esquire
FAX: (202) 482-5858

(End of Provision)

L.7 SELECTION AND AWARD PROCESS

The selection and award process will be conducted in compliance with FAR Subpart 36.6. Using the evaluation criteria in Section M, the evaluation board will evaluate all technical proposals. The evaluation board will select three or more highly qualified firms and will hold discussions in the format of an oral presentation (see L.17) regarding concepts and their proposed methods of furnishing the required services. The evaluation board will then prepare a selection report for the selection authority recommending, in order of precedence, at least three firms that are considered the most highly qualified. The selection authority will review the report and approve, revise the order of precedence, or reject it. Upon final approval by the selection authority, the Contracting Officer will request a cost proposal from the most preferred firm and begin negotiations in accordance with FAR 36.606. If a mutually satisfactory contract cannot be negotiated the Contracting Officer shall then initiate negotiations with the next firm on the final selection list.

L.8 SUBMISSION OF PROPOSAL

- (a) **MARKINGS:** It is important that the offer is sealed and the outer envelope or wrapping of the offer is addressed as follows:

Mailing Address: Michael L. Palensky
U.S. Census Bureau
4700 Silver Hill Road, Stop 1700
Washington, DC 20233-1700

Solicitation No.: YA1323-04-RP-0001

Date and Hour: **June 21, 2004 at 3:00 p.m. (EST)**

(NOTE: Failure to so mark the outer cover could be the cause of the offer being misdirected and received too late at the required destination as shown below.)

- (b) Offers shall be delivered to the office cited above, or if hand-carried, offers must be delivered to the physical address below and contact must be made by the time and date

specified in L.8 (a) above. Offers received at this destination after the time and date specified for receipt shall be considered late.

Physical address: Michael L. Palensky
U.S. Census Bureau
Room G-312
4700 Silver Hill Road
Suitland, MD 20746

Attn: Solicitation No. YA1323-04-RP- 0001

L.9 ACCEPTANCE OF PROPOSALS

The Government reserves the right:

- (a) To consider as acceptable only those proposals submitted according to all technical requirements stated or referenced in this solicitation that demonstrate an understanding of the problems involved and the scope of the project.
- (b) To reject as unacceptable those proposals deleting or altering technical requirements that are considered by the Government within the state of the art or possible for attainment.
- (c) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (1) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (2) It is the only proposal received.
- (d) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (e) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (f) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time

specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (g) Proposals may be withdrawn by written notice received at any time before award
- (h) Facsimile proposals are not authorized. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (h) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (i) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (j) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

L.10 FORMAL COMMUNICATION - REQUEST FOR CLARIFICATION OR QUESTIONS REGARDING THIS SOLICITATION

- (a) Formal communications and specific requests for clarification(s) and/or information concerning this solicitation shall be submitted in writing. Offerors may submit their written questions via email to Philip.Michael.hodges@census.gov. The document shall be submitted in MS Word as an attachment to the email.
- (b) All inquiries will be answered by posting to the Census Bureau's Web site at the following Web address: <http://www.census.gov/procur/www>. Click on "Business Opportunities." Postings will be listed sequentially as they are answered and posted.
- (d) Any questions regarding this solicitation shall be received by the Contracting Officer within **10 calendar days** from the issuance date of this solicitation in order to be considered for response. If appropriate, an amendment to this solicitation will be issued to respond to questions and requests for clarification.

L.12 PRIME CONTRACTOR RESPONSIBILITIES

The offeror shall be held responsible as the prime Contractor for the procurement of all services required under this contract. The offeror alone shall be held responsible by the Government for performance of all Contractor's obligations under any contract resulting from their proposal. The Government, in turn, shall render all payments due for services performed solely to the prime Contractor.

L.13 AMENDMENTS TO PROPOSAL

Any changes to a proposal made by an offeror after its initial submittal shall be accomplished by replacement pages of a color different from the color of the original pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.14 ANTICIPATED AWARD DATE

The anticipated contract award date for this solicitation is on or about September 9, 2004. The anticipated effective date of the contract will be the award date of the contract. The Government is not obligated to award the contract on this date.

L.15 NAICS CODE FOR SUBCONTRACTORS

- (a) As stated in FAR provision 52.219-1 at paragraph K.9 entitled "SMALL BUSINESS PROGRAM REPRESENTATION," the NAICS code for this solicitation is 541370, "Surveying and Mapping (except Geophysical) Services" that has an associated size standard of \$4,000,000.
- (b) Subcontracted work need not be classified as NAICS Code 541370. It should be classified under the NAICS Code that is appropriate for the work. The size standard for that NAICS Code can be used to determine if subcontracting goals are met.

L.16 WRITTEN PROPOSAL PREPARATION

- (a) There are three volumes that constitute this proposal. Volume I is the Business proposal, Volume II is the Technical Proposal, and Volume III is the Price Proposal. Volume III, the Price proposal shall be submitted by "Most Preferred Vendor" only (FAR 36.6). Proposal Volumes I and II shall be submitted by offerors in accordance with Section L.16.1. Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number. The offeror shall submit one original of their proposal, marked as such, and 5 copies. Each volume shall be clearly marked by volume number and title.
- (b) If the offeror fails to submit a written proposal, the Government will consider the entire offer to be non-responsive.
- (c) Offerors shall submit only the information required. Marketing literature, marketing or product videos, catalogs, manuals, product literature, or other extraneous information, either electronic or hard copy, that is provided with the proposal will not be reviewed or utilized in the evaluation.

L.16.1 Written Proposal volumes

Written proposals shall be provided in two volumes, as follows:

Volume I Business Proposal

Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. Volume I also includes required representations, certifications, and acknowledgments; identification of technical data to be withheld; and any other administrative information.

Volume II Technical Proposal

Standard Form 254, Architect-Engineer and Related Services Questionnaire
Standard Form 255, Architect-Engineer and Related Services Questionnaire for Specific Project

Volume III Price Proposal

To be submitted by the “Most Preferred Firm” after selection per FAR 36.6

The written proposal, submitted as Volumes I and II will be evaluated based on the information presented. Therefore, organization, clarity, accuracy of information, relevance, and completeness are of prime importance. Offerors shall acknowledge receipt of any solicitation amendments in their proposals or cover letters.

L.16.1.1 Volume I (Page limitation – 25 pages)

- The Proposal Form (Standard Form 33), is to be executed fully and used as the cover sheet (or first page) of Volume I. Include three (3) originally signed copies of the form in the original Volume I. The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.
- Section K - Representations, Certifications, and Acknowledgments

L.16.1.3 Volume II – Technical Proposal (Page limitation – 55 pages not including the subcontracting plan)

- The Technical Proposal consists of the offeror's outline addressing the technical and management aspects of the acquisition. It should indicate your company's capabilities and the means to be used to satisfy the requirements of the Statement of Work. It will be evaluated in accordance with the criteria contained in Part IV, Section M and it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work.

- In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included.
- The proposal shall not merely offer to perform work in accordance with the scope of work, but shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the Scope of Work without sufficient elaboration will not be acceptable.
- The proposal should be typed, double-spaced, with one inch margins, using elite font, 12 pitch type (or equivalent) and printed, unreduced in size, on 8-1/2" by 11" paper, not exceeding ____ pages, single sided, exclusive of resumes and related corporate experience. Any pages in excess of ____ will be disregarded, and will not be included in the proposal evaluation.
- Format and Content. Volume II, Technical Proposal, shall include the following components:

1. Table of Contents

2. List of Tables and Figures

3. Technical Summary. This short section shall contain the proposed general approaches toward performing the Statement of Work and an outline of any difficulties or problems anticipated.

4. Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Section M.3, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include principles and techniques which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.

The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and subcontractor efforts will be accomplished. The offeror shall include a Quality Assurance (QA) approach with a list of performance measures.

5. Technical Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.

6. Technical Capability. This section shall contain the completed Standard Forms (SF) 254 and SF 255. These forms cover Corporate Experience, Key Personnel, and Past Performance. These forms provide the general background, experience, and qualifications of the organization and the proposed subcontractors. The forms must include names and proposed duties of the key professional personnel, consultants, and key subcontractor

employees assigned to the project. The forms must include specific contract references and clearly address recent related experience on (both Government and non-Government) contracts and subcontracts. This section of the technical proposal will be met with the submission of Standard Form (SF) 254 and SF255. The offeror shall submit an SF 254 and an SF 255 in accordance with instructions in FAR 53.301-254 and Far 53.301-255 respectively. Supplemental guidance follows:

- Offerors shall submit one current (within the past year) copy of Standard Form 254 (SF 254) “Architect-Engineer and Related Services Questionnaire.”
- Offerors shall submit one copy of Standard Form 255 (SF 255) “Architect-Engineer and Related Services Questionnaire for Specific Project.”
 - Item 8 explanation - Offerors may list projects of subcontractors as well as prime and joint venture projects. Offerors shall list up to 10 projects. These may be Federal, state, or local government contracts, or commercial contracts. The terms “project” and “contract” are synonymous for this solicitation document.
 - Item 9 explanation - Offerors shall list no more than 10 current projects that meet the SF 255, item 9 criteria. Offerors may list less than 10 current projects.
- Copies of these two forms may be found on the GSA Web site at:
<http://www.gsa.gov/Portal/displaychannel.jsp?channelid=-12923&cid=1>
Click on “Policies, Guidelines, Regulations, and Best Practices
Click on “Forms, Standard, Optional and GSA

7. Subcontracting Plan (8 page limitation). Not required from small business firms.

- Offerors shall submit a subcontracting plan in accordance with FAR Subpart 19.7, with specific attention paid to FAR 19.704 and FAR 52.219-9. In accordance with FAR 19.702(b)(1), small business concerns are not required to submit this subcontracting plan.
- In addition to the subcategories of small businesses listed in subparagraph (5) below, offerors shall include their plans for subcontracting with Native American businesses. Although there is no percentage goal for this subcategory of small business the Census Bureau will evaluate offerors’ plans for use of Native American businesses.
- The offeror shall show each subcontractor’s business size and the percentage and type of workload estimated to be subcontracted.
- All prospective subcontractors contacted by an offeror in any manner should be expressly advised in writing that no solicitation shall be construed in any manner to be an obligation

on the offeror's part to enter into a subcontract with said subcontractor. Nor shall any contract result in any claim whatsoever against the United States government for reimbursement of costs for any efforts expended by said subcontractor, regardless of whether or not the offeror is successful in receiving a contract as a result of this proposal.

- Contractors shall note that the GFY 2005 subcontracting goals (expressed in terms of a percentage of total planned subcontracting dollars) for the Department of Commerce are as follows:

DOC SMALL BUSINESS GOALS	GFY 2005
Small businesses (includes all below)	44%
Small disadvantaged businesses	16%
Women-owned small businesses	8%
Hubzone small businesses	3%
Veteran-Owned Small Businesses	Best efforts
Service-disabled Veteran-Owned Small Businesses	3%

- Offerors shall propose goals for the use of small businesses for each category below, expressed in terms of percentages of total planned subcontracting dollars for this contract:

OFFEROR PROPOSED SMALL BUSINESS GOALS	
Small businesses (includes all below)	
Small disadvantaged businesses	
Women-owned small businesses	
Hubzone small businesses	
Veteran-Owned Small Businesses	
Service-disabled Veteran-Owned Small Businesses	

- Offerors shall provide justification for proposed percentages that are below the goals of the Department of Commerce.

L.16.1.5 Written Proposal Submission Instructions

- Offerors shall confine their submission to page limitations established in this section. All pages, or any other material, in excess of the maximum number of pages stated will not be evaluated.
- Each proposal volume shall be bound in a separate binder of minimum size to contain the material. A binder cover sheet shall be affixed to the outer cover of each volume that clearly identifies each volume by volume number and name, copy number (i.e., copy 2 of 5), solicitation number, date of submission, and offeror's name. This information also shall appear on the edge of the binder to allow for rapid accessibility when placed in a vertical position in a storage cabinet. Tab indexing shall be used to identify all sections within a particular proposal volume. There shall be no writing on the tab index page other than that required to identify the particular section.

- (c) The offeror's written proposal shall be prepared on standard 8.5x11 inch pages in portrait orientation, except for information presented in tabular/graphic format and oral presentation charts; these exceptions may be prepared in landscape orientation. The proposal pages shall be numbered, printed on one side only, and bound along the left margin. Normally, each page shall have a one-inch margin at the top and the bottom and on each side. Exception to this rule is allowed to accommodate tables, special formats, etc. Page numbers, notations of proprietary material, and any other identifying information printed on each page may be included in the margin.
- (d) Text font shall be no smaller than 12 point; however, text included on figures and/or matrixes in the written proposal may be reduced to 8 point. Should the offerors require fold-out pages, one fold-out page shall not exceed either 8.5x22 inches or 17x11 inches, so that when folded, will be no larger than 8.5x11 inches.

L.17 ORAL PRESENTATIONS AND DISCUSSIONS

The selection and award process will be conducted in compliance with FAR Subpart 36.6. Using the evaluation criteria in Section M, the evaluation board will evaluate all technical proposals. The evaluation board will then select three or more highly qualified firms and will hold discussions in the format of an oral presentation regarding concepts and their proposed methods of furnishing the required services. In the event there is a discrepancy between the written proposal and the oral presentation, the written proposal takes precedence. More detail on the conduct of the Oral Presentation and Discussions will be given to the three or more highly qualified firms.

- (a) The Government will determine the order in which selected offerors shall provide their oral presentations. Following this selection, the Government will notify offerors of the scheduled date and time for presentation of their oral proposal. This notification will contain the Government's agenda to be used for the oral presentations and any other logistical information required.
- (b) The oral presentation shall be sufficiently detailed, specific, and complete to enable the Government to thoroughly evaluate the presentation in accordance with Section M, Evaluation Factors for Award.
- (c) Offerors shall present no more than 10 viewgraph-style Technical Solution Charts (8.5x11 inch) during their oral presentations. The presentation charts shall highlight information in the presentation and shall be identical to any submitted with the written proposal.

L.17.1 Oral Presentation Content

Each session shall begin with the identification of the session being presented and the presenter's introduction by name, position, and company affiliation. Introductions will count toward the time limit. The Government will monitor the allotted time, announcing the start and end of the presentation periods.

L.17.1.1 Session 1 - Project Technical Solution

The offeror shall use this session to explain its technical solution

L.17.1.2 Session 2 - Past Performance Project Description

- (a) The offeror shall discuss its single most relevant project that provides evidence of the offeror's past performance and experience that is applicable to Section C, Statement of Work. The discussion shall include, but is not limited to:
 - (1) Scope of the Project;

- (2) Relevance of the project to design and implementation of the MAF/TIGER Accuracy Improvement Project;
- (3) Success of the project in quantitative and qualitative terms;
- (4) The technical and management approaches used; and
- (5) Problems encountered and how they were resolved and which of those problems may be foreseen as arising in the ACDC

L.17.1.3 Session 3 – Subcontract Plan (L.16.1.3 Section 4)

The offeror shall present its subcontracting plan (see L.16.1.3 Section 5). Small business firms will not be required to present this plan.

L.17.1.4 Session 4 - Discussion

The Government will enter into a discussion period with the offeror following completion of its oral presentation. This period will allow the Government to clarify and discuss information provided in the oral presentation, address any weaknesses and deficiencies, and gain additional information concerning the offeror's proposal, as required. The offeror may have additional personnel attend the discussions, as required; however, the oral presentation presenters for sessions 1 and 2 shall be in attendance during all discussions.

L.17.2.2 Oral Presentation Format

L.17.2.2.1 Authorized Presenters

Offeror attendees in the oral presentation facility shall actively participate in the oral presentation (i.e., present a portion of the overall presentation) and shall be physically present in the oral presentation facility at all times. In addition to the presenters, the proposed Program Manager for the ACDC shall be present at all sessions.

L.17.2.2.2 Presentation Equipment

- (a) Offerors may use their choice of presentation equipment during the oral presentation (e.g., overhead projector, slide projector, or computer-driven projection display).
- (b) Offerors shall be responsible for providing the presentation equipment, preparing it (setting it up) prior to the start of the presentations, and operating it during the presentations. Regardless of the presentation equipment used, the number of "charts" (e.g., transparencies, slides, or computer screen displays) shall be limited to 10 total.

L.18 Price Proposal

L.18.1 Process

After Oral Presentations are completed, the evaluation board will then prepare a selection report for the selection authority recommending, in order of precedence, at least three firms that are considered the most highly qualified. The selection authority will review the report and approve, revise the order of precedence, or reject it. Upon final approval by the selection authority, the Contracting Officer will request a price proposal from the most preferred firm and begin negotiations in accordance with FAR 36.606. If a mutually satisfactory contract cannot be negotiated the Contracting Officer shall then initiate negotiations with the next firm on the final selection list.

L.18.2 Content

Price proposal instructions will be forwarded to the most preferred firm as an enclosure to the selection letter.

[End Section L]

SECTION M -- EVALUATION FACTORS FOR AWARD**M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of these provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NONE

M.2 BASIS FOR AWARD

The Census Bureau will use "Quality Based Selection" (QBS) principles as the basis for award. Under QBS selection of firms for negotiation shall be based on demonstrated competence and qualifications necessary for the satisfactory performance of the type of professional services required that include the factors listed under M.3 below. Based on qualification and performance data submitted in accordance with Section L instructions, and an evaluation in accordance with Section M criteria, an order of precedence will be established among three or more firms that are considered to be the most highly qualified to provide the type of services required. The award will be made based on successful negotiation of "fair and reasonable" prices with the "most preferred firm," or with the second most preferred firm, etc., in order of precedence.

M.3 SELECTION CRITERIA

Evaluation of all offers will be made in accordance with the selection criteria outlined below. The evaluation will be attained through a determination and analysis of strengths, weaknesses, and risks of each proposal. The results of the evaluation of each proposal will be provided to the Selection Authority to support the selection decision. The proposals will be evaluated against the Government's requirements in the following four (4) factors ranked in order of importance:

M.3.1 Factor 1: Professional Qualifications

Offerors will be evaluated to determine if they possess the professional qualifications necessary for satisfactory performance of the required services. Sources for evaluation of this factor are:

- Volume I
- Volume II – Technical summary

- Volume II – Technical Discussion
- Volume II – Technical Capability (SF 254 and SF255)

M.3.2 Factor 2: Specialized Experience and Technical Competence in the type of work required

Sources for evaluation of this factor are:

- Volume II – Technical Discussion
- Volume II – Technical Capability (SF 254 and 255) for Corporate Experience, Key Personnel, subcontractor experience, and capacity to perform the work in the required time

M.3.3 Factor 3: Past Performance

Sources for evaluation of this factor are:

- Volume II – Technical Capability (SF 254 and SF 255)

M.3.4 Factor 4: Subcontracting Plan

Sources for evaluation of this factor are:

- Volume II – Subcontracting Plan. The Subcontracting Plan will be evaluated in terms of how well it meets Department of Commerce goals for small business participation. This plan is not required from small business firms.

[End Section M]