

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR350) ➡			RATING N/A	PAGE OF PAGES 1 94			
2. CONTRACT NO. <b>50-YABC-2-66005</b>		3. SOLICITATION NO. <b>52-SOBC-2-00005</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>11/16/01</b>	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY <b>U.S. Census Bureau Acquisition Division Room G-300, FB 3 Washington, DC 20233-1700</b>			CODE	8. ADDRESS OFFER TO (If other than item 7) <b>U.S. Census Bureau Acquisition Division Room G-300, FB 3 (Stop 1700) Washington, DC 20233-1700</b>						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"										
<b>SOLICITATION</b>										
9. Sealed offers in original and (See L.16.1.5.1) copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in See L.8 _____ until _____ local time _____ (Hour) _____ (Date)										
CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in the solicitation.										
10. FOR INFORMATION CALL ➡		A. NAME <b>MICHAEL L PALENSKY</b>			B. TELEPHONE NO. (Include area code) NO COLLECT CALLS <b>301-457-1818</b>					
<b>11. TABLE OF CONTENTS</b>										
(✓)	SEC.	PAGE(S)			(✓)	SEC.	DESCRIPTION		PAGE(S)	
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES						
X	A	SOLICITATION/CONTRACT FORM			A1	X	I	CONTRACT CLAUSES		I1-I6
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS			B1	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS./WORK STATEMENT			C1-C5	X	J	LIST OF ATTACHMENTS		J1-J21
X	D	PACKAGING AND MARKING			D1	PART IV – REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			E1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		K1-K8
X	F	DELIVERIES OR PERFORMANCE			F1					
X	G	CONTRACT ADMINISTRATION DATA			G1-G6	X	L	INSTRS., CONDS., AND NOTICES OF OFFERORS		L1-L32
X	H	SPECIAL CONTRACT REQUIREMENTS			H1-H6	X	M	EVALUATION FACTORS FOR AWARD		M1-M5
<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period										
In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS		
		%		%		%		%		
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B TELEPHONE NO. (Include area code)		<input type="checkbox"/> 15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE-ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE			18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		1. ACCOUNTING AND APPROPRIATION DATA					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (C) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡			ITEM				
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE							
26. NAME OF CONTRACTING OFFICER			27. UNITED STATES OF AMERICA			AWARD DATE				

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MASTER ADDRESS FILE/TOPOLOGICALLY INTEGRATED GEOGRAPHIC ENCODING AND REFERENCING (MAF/TIGER) ACCURACY IMPROVEMENT PROJECT

**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**

- (a) This contract shall be a vehicle for the Government to obtain Contractor-provided services, supplies, and equipment for the MAF/TIGER Accuracy Improvement Project.
- (b) This contract consists of a base period from award date through September 30, 2002, and eight one-year options through September 30, 2010. The base period may be extended as explained in paragraph H.2.
- (c) The Government contemplates the award of a Cost Plus Award Fee (CPAF) contract for the first Phase of this contract. The Government anticipates that the second Phase will be a hybrid contract, consisting of some CPAF elements and some Fixed Price elements.
- (d) Travel, both local and long distance, is an acceptable item to be invoiced. This Other Direct Cost (ODC) shall be invoiced in accordance with the Joint Travel Regulations (JTR).
- (e) No work shall begin without proper authorization by the Contracting Officer.
- (f) In compliance with FAR Part 36, a cost proposal is not required from offerors. Only the “most preferred firm” will be required to submit a cost proposal after all technical proposals have been evaluated and after oral presentations and Operational Capability Demonstrations have been conducted

**B.2 FEES AND INDIRECT COST PROVISION**

**B.2.1 Phase 1 Award Fee**

- (a) The amount of award fee the Contractor earns, if any, is based on an evaluation by the Government of the quality of the Contractor’s performance in accordance with the Award Fee Determination Plan (see Section J, Attachment J.3). The Government will determine the amount of award fee on a periodic schedule. This schedule will be based on contract milestones and negotiation with the Contractor. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO’s determination will be in writing to the Contractor.
- (b) The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee.

**[End Section B]**

## **SECTION C – DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

### **MASTER ADDRESS FILE/TOPOLOGICALLY INTEGRATED GEOGRAPHIC ENCODING AND REFERENCING (MAF/TIGER) ENHANCEMENTS PROGRAM**

#### **C.1 STATEMENT OF OBJECTIVES**

This Statement of Objectives (SOO) provides the high-level requirements for the MAF/TIGER Accuracy Improvement Project. Upon contract award the SOO will be augmented by the vendor-provided Performance Work Statement (PWS).

#### **C.2 OVERVIEW**

The Geography Division, United States Census Bureau (Census Bureau), will enter into several long-term contracts and partnerships in order to improve the accuracy of the information in its Master Address File (MAF) and associated Topologically Integrated Geographic Encoding and Referencing (TIGER<sup>®</sup>) database. The MAF is intended to be a complete and current list of all addresses and locations where people live or could live, as well as the addresses or locations where people work and could work. Also, the MAF is intended to contain information that identifies methods for the Census Bureau to communicate with the residents or employees at these addresses and locations. TIGER is the system and digital database developed at the Census Bureau to support the decennial census and other Census Bureau statistical programs. The topological structure of the TIGER database defines the type, location, name, and relationship of streets, rivers, railroads, and other geographic features to each other and to the numerous geographic entities for which the Census Bureau tabulates data from its censuses and household surveys.

The primary goal of this contract is the delivery of accurate, improved, and current information to the MAF/TIGER database. This improvement will provide corrected coordinates for all current TIGER features and will identify new features not now in TIGER with accurate coordinates and required attributes. This improvement also will include identification of coordinates, as well as an address and location, for each required structure in the United States, Puerto Rico, and the associated Island Areas. The capability will be developed to link each address and coordinate with a corresponding record in the MAF. A further goal is development of a plan for a maintenance mechanism to regularly update the inventory of features in the TIGER database and the inventory of structures and their addresses in the MAF.

Since the inception of MAF/TIGER, the Census Bureau's operational requirements, which this system was designed to support, have expanded. The technology available to support field activities and update of the information in the system has improved dramatically. Preparations for Census 2000 highlighted the need for this aging national resource to be improved and updated. Accuracy improvement is geographically necessary to support the Census Bureau's post-Census 2000 statistical programs, including 2010 Census testing activities, nationwide implementation of the American Community Survey, and the 2010 Census.

#### **C.3 MAF/TIGER ENHANCEMENTS PROGRAM - STRATEGIC OBJECTIVES**

The Census Bureau's MAF/TIGER Enhancements Program has five strategic objectives:

Objective One: Improve address/street location accuracy and implement automated change detection;

- Objective Two: Implement a modern processing environment;
- Objective Three: Expand and encourage geographic partnership options;
- Objective Four: Launch the Community Address Updating System (CAUS);
- Objective Five: Implement periodic evaluation activities/expand quality metrics.

Achieving the goals of the first strategic objective is the sole subject of this Statement of Objectives (SOO). Improved coordinate accuracy for the addresses and features in MAF/TIGER is dependent on these data. Strategic Objective One deals with all MAF/TIGER data. To accomplish the needed accuracy improvement on a schedule that will support testing and preparatory activities for the 2010 Census, the work must start in FY 2002.

The goals of Objective Two – having a modern processing environment to store MAF/TIGER data and new applications software to perform MAF/TIGER functions – will not be accomplished until the end of FY 2006. Consequently, the improved MAF/TIGER data being acquired as part of this SOO will continue to be housed in the current MAF/TIGER database. Development and porting of MAF/TIGER data to the modern processing environment will be part of a separate acquisition, as will all other activities to support the other MAF/TIGER Enhancements Program objectives.

#### **C.4 MAF/TIGER ACCURACY IMPROVEMENT PROJECT - GENERAL CONTRACT OBJECTIVES**

The primary task of the MAF/TIGER Accuracy Improvement Project is to improve the accuracy of the coordinate information in the TIGER database by correctly locating every existing map feature and every required structure (with its address) within the database. Improving the accuracy of feature coordinates will provide base information suitable for use with Global Positioning System (GPS)-equipped mobile computers and facilitate the gathering of accurate location information for all living quarters and workplaces. The Census Bureau plans to have accurate and up-to-date information in MAF/TIGER for all 3,232 counties and statistically equivalent entities that existed at the time of Census 2000, and to do so by the end of FY 2008. In addition to improving the locational accuracy of existing features and addresses (structures), there is a need to identify and add new features and structures to the database, as well as to remove nonexistent features and structures.

Maintenance of the inventory will start in FY 2004 after the initial accuracy improvement is completed for some county-level entities, and will continue through FY 2010 for all county-level entities under the current plan for the MAF/TIGER Enhancements Program. (Although maintenance of MAF/TIGER data will be required after FY 2010, that requirement will be in support of the 2020 Census and will be the subject of a separate acquisition.) The Census Bureau has or will have some update data available from its partnerships with the United States Postal Service (USPS) and with state, local, and tribal governments. However, there are areas for which few, if any, update sources are available to Census Bureau staff. Offerors are encouraged to provide potential solutions for feature and address inventory maintenance.

Improved MAF/TIGER accuracy facilitates the efforts of the Census Bureau's enumerators to find the correct living quarters for questionnaire delivery, nonresponse followup operations, and evaluation operations. Also, improved accuracy will facilitate the Census Bureau's efforts to tabulate data in the correct census block as well as the other geographic entities that it uses in data presentations. And very

importantly, a more accurate TIGER database will facilitate digital data exchange with federal, state, local, and tribal partners, avoiding duplication of effort and expense by those organizations.

Ideally, the MAF should contain coordinates and addresses for all structures where people could live or work. This ideal will be subject to cost/benefit analysis. The government, assisted by the Contractor, will develop this analysis during Phase 1 of the awarded contract. As part of this cost/benefit analysis, the government will consider the requirement of different coordinate accuracy levels for areas, features, and structures.

The processing of both government and commercial files to realign and update MAF/TIGER data is an objective of this contract. Many federal agencies; many state, local, and tribal governments; as well as numerous private-sector commercial firms have and maintain files of features and related attribute information that can be used to support the accuracy improvement strategic objective of MAF/TIGER. The Census Bureau will locate and provide to the winning Contractor those data that meet specified requirements regarding file formats, file quality, and file age. The data in the files selected for use must not have restrictions on their subsequent use. The Census Bureau will coordinate the interaction among various government agencies to find and obtain such files; the Contractor will be responsible for coordinating comparable interactions with commercial firms.

The Census Bureau and/or its current contractors have made, and continue to make, limited improvements to some Census 2000 TIGER/Line® files. Also, data are being developed to inventory the existence and attributes of imagery; federal, state, local, tribal, and private sector GIS files; etc. Consequently, the Census Bureau plans to provide data during Phase 1 that will facilitate the prioritization for production and scheduling of all counties and statistically equivalent entities.

As part of this contract it is intended that the Contractor will provide capacity to update the locations of all MAF/TIGER features and structures using the best data available of which a significant portion will be GIS files supplied by state, local, and tribal governments. While it is possible that a few county-level entities in the MAF/TIGER database will be improved to the point they are judged fully acceptable and do not require further coordinate enhancement as part of this MAF/TIGER Accuracy Improvement Project, this is considered unlikely beyond 300 files at a maximum. Any files that are judged “finished” before initial realignment work begins on the MAF/TIGER Accuracy Improvement Project, will move directly into the maintenance phase of this project. Regardless of the number of files that may be in this “finished” category, the level of work contemplated for this contract will not be substantially affected.

Following a performance-based acquisition approach, the Contractor shall furnish the necessary personnel, materials, equipment, application software, development/maintenance, facilities, and related services to meet the Census Bureau’s objectives for the MAF/TIGER Accuracy Improvement Project. Further, given the goal of keeping the MAF/TIGER database current and of high accuracy over time, a maintenance plan shall be developed and implemented to identify new streets/roads and structures current to within one year, or as agreed.

#### **C.4.1 MAF/TIGER Accuracy Improvement Project Specific Contract Tasks**

There are four specific tasks within the MAF/TIGER Accuracy Improvement Project.

##### **C.4.1.1 Task 1 - Improve the Accuracy of the Coordinates in the TIGER Database**

The major goal of Task 1 is to acquire the data necessary to enhance the accuracy of the coordinates for all streets and other map features in the TIGER database for all counties and statistically equivalent

entities in the United States, Puerto Rico, and the associated Island Areas. The specific content of the TIGER database that requires accurate alignment includes streets, roads, hydrography, railroads, residential and workplace structures, landmarks, pipelines, power lines, as well as, to preserve the current shape and relative location of selected invisible features, such as governmental entity boundaries. As a goal, the horizontal accuracy required for realignment of TIGER coordinates (including required structures) is to be such that the geographic positional coordinates will correctly place an enumerator, relying on a mobile GPS-equipped computer:

- At the desired structure 100 percent of the time;
- On the correct side of the street (i.e., in the correct census block) 100 percent of the time;
- In the correct relationship to legal boundaries, other boundaries, and neighboring structures 100 percent of the time.

The Contractor will use federal, state, local, and tribal government data, as well as commercial data, that meet acceptable specifications to realign TIGER data whenever available. When a county or statistically equivalent entity is assigned for realignment, the federal, state, local, and/or tribal government data will be provided to the Contractor by the government pursuant to discussions held as part of the Census Bureau/Contractor partnership. If the Contractor is aware of additional data for an assigned county-level, it will notify the Census Bureau.

An objective of this task is that the resulting corrected files have all features and required structures that exist within one year prior to the time of delivery. The time period may change by agreement of the Census Bureau and the Contractor.

#### **C.4.1.2 Task 2 – Associate Each MAF Address With the Accurate TIGER Database**

The major goal of Task 2 is to associate a city-style mailing address – an address that uses a house number and street name – with the coordinates of each required structure. When a required structure does not have a city-style mailing address, the goal will be to have the Contractor provide coordinates for the structures and, where available, the actual mailing address (Rural Route and box number or equivalent) and/or an E-911 address for each required structure.

#### **C.4.1.3 Task 3 – Enhance Relationships With Federal, State, Local, and Tribal Government Partners**

The success of the Accuracy Improvement Project, and the continuous update of the information in MAF/TIGER, requires ongoing interaction between the Census Bureau and its federal, state, local, and tribal government geographic partners. A large amount of the information to correct MAF/TIGER currently is available from these organizations. The goal of Task 3 is for the Contractor to use this already available, Census Bureau-furnished material once the Census Bureau determines that the materials meet the requirements for the MAF/TIGER Accuracy Improvement Project, and to do so before considering any other options for realignment. A further goal of Task 3 is for the Contractor to develop a process that utilizes ongoing Census Bureau receipt of acceptable information from federal, state, local, and tribal government geographic partners in the maintenance of the information in MAF/TIGER.

#### **C.4.1.4 Task 4 - Maintain MAF/TIGER by Detecting Change**

The initial improvement of MAF/TIGER location accuracy and related data must be completed for all counties and statistically equivalent entities prior to the end of FY 2008 in preparation for the Census

Bureau's 2010 Census. The goal of Task 4 is to update the inventory of streets, other geographic features and structures through the 2010 Census (FY 2010). A further goal of this Task is to have the information in MAF/TIGER maintained to a currency of 1 year or less at all times. When TIGER information is updated with additions and deletions, the MAF information also must be updated concurrently.

At critical periods before the selection of the sample for a household survey, or the preparation for a nationwide mailing of questionnaires, MAF/TIGER information must be current to a date specified by the Census Bureau. The goal is that all feature and structure data be no more than 1 year old or as required. Also, after sample selection or a mailing operation, the goal is to have all living quarters existing as of a given date identified and added to MAF/TIGER.

The geographic partnerships with federal, state, local, and tribal governments must be maintained as part of the update system put into place. Beginning in FY 2004, updates must be made to MAF/TIGER to record the additions and deletions of structures, roads, streets, railroads, hydrographic features, etc. This maintenance must remain ongoing through the 2010 Census and ensure that new features and structures are updated within the prescribed time period.

### **C.5 PARTNERING PHILOSOPHY**

This Statement of Objectives is meant to create a "partnership" between the Census Bureau and the Contractor. The Census Bureau intends to structure the contract in a manner that ensures that the Contractor's goals and objectives are synchronized with those of the agency. Superior performance on the Contractor's part will equate to superior Census Bureau mission accomplishment in correcting TIGER, associating MAF addresses to accurate structure locations, and maintaining current information in MAF/TIGER. Within the context of the Census Bureau/Contractor partnership, the Census Bureau does not use the terms "partner" and "partnership" as legal terms. The Census Bureau /Contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship in which the Contractor will:

- a) Consistently take steps to understand the Census Bureau's business issues and opportunities;
- b) Share the risks and responsibilities of joint implementations and initiatives;
- c) Strive to enhance performance and improve quality;
- d) Work collaboratively with other contractors and business partners to ensure project success;
- e) Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining, and securing the correct mixture of expertise that will provide the best solutions;
- f) Foster small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, and service-disabled veteran businesses as part of its overall business strategy;
- g) Capture and classify information documenting the efficiency and effectiveness of MAF/TIGER Accuracy Improvement Project activities.

**[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 UNPACKING**

The Contractor shall perform all unpacking and placement of delivered equipment in accordance with the Contractor and manufacturer's specifications after delivery to the site to ensure proper installation.

**D.4 REMOVAL OF SHIPPING CONTAINERS**

The Contractor shall be responsible for the removal of all shipping containers after installation.

**D.5 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
52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	APR 1984
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.246-3	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	APR 1984

(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 after notification.

**[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](http://www.arnet.gov)

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

<b>NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-15	AUG 1989	STOP-WORK ORDER, Alternate I (APR 1984)
52.247-35	APR 1984	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

(End of Clause)

**[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) 457- \_\_\_\_\_

- 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/subline 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 Invoices For Partial Month**

Payment for lease or maintenance services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

### **G.2.3 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.

#### **G.6 COST/SCHEDULE STATUS REPORT (CSSR)**

The Contractor shall submit two (2) copies of the monthly CSSR to the Contracting Officer. The format and content of this report (See Attachment J.2) shall comply with the form approved, OMB number 22R0327. A proposed CSSR shall be submitted to the Contracting Officer for content and format approval prior to the first report due date. Significant deviations to either the incurring of costs or the cost forecasts shall be footnoted with an explanation or rationale for the revision.

In this report, the Contractor shall highlight any event, situation, or problem that is cost-bearing, and that could endanger the successful completion of the contract within the contract's monetary ceiling. The CSSR is due by the 10th of each subsequent month (e.g., May's report is due by June 10th, etc.).

#### **G.7 SELF ASSESSMENT REPORT FOR AWARD FEE DETERMINATION**

By the 10th calendar day following the end of an "Award Fee Period," the Contractor shall provide progress reports summarizing the previous period's activities. The progress report shall be brief and factual and shall be prepared in the following format:

- (a) Cover Page; Contract Title and Number; Contractor's Name; Date of Report; and Period Being Reported.
- (b) Section I - An introduction of overall progress, plus a separate description of each task or other logical segment of work on which effort was expended during the reporting period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- (c) Section II - A description of current technical or substantive performance and any problems that may prevent performance along with proposed corrective action. The section shall include a summary of responses to negative Individual Event Reports.

- (d) Section III - A planning schedule of significant work, including start-up and completion dates. Updates should be provided in subsequent technical progress reports; including an explanation of any differences between actual progress and planned progress, why the differences have occurred, and, if behind in progress, what corrective steps are planned.
- (e) Section IV - A status of Subcontracting Compliance. The Contractor shall reference goals, monthly expenditures, and percent of cumulative expenditures for large, small, minority, and women-owned businesses. If the Contractor is not meeting its goals, the Contractor shall offer an explanation on how they anticipate improvement in the following months.

#### **G.8 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MAR 2000)**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

<u>Item Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>
NONE			
(End of Clause)			

**[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 101 months.

Options are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Base Period	Contract Award	09/30/02
Option 1	10/01/02	09/30/03
Option 2	10/01/03	09/30/04
Option 3	10/01/04	09/30/05
Option 4	10/01/05	09/30/06
Option 5	10/01/06	09/30/07
Option 6	10/01/07	09/30/08
Option 7	10/01/08	09/30/09
Option 8	10/01/09	09/30/10

(End of Clause)

### H.2 CONTRACT BASE PERIOD

If the duration of Phase 1, as proposed by offerors, goes beyond the end date of the base period specified above, the offeror shall propose the base period to coincide with time period for Phase 1. In that case the Option 1 period shall be shortened by that time that the base period continues into GFY 03.

### 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 KEY PERSONNEL**

- (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) During Phase 1, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (d) below. After Phase 1, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (d) The Contractor shall provide a detailed explanation of the circumstances necessitating the 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:

<u>Distribution</u>	<u>Addressee</u>
Copy	Contracting Officer U.S. Census Bureau Acquisition Division Room G 300, 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

All electronic and information technology (EIT) procured through this order shall meet the applicable accessibility standards at 36 CFR 1194; 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194. The following standards have been determined to be applicable to this order:

- 1194.21 Software applications and operating systems
- 1194.22 Web-based Intranet and Internet information and applications
- 1194.23 Telecommunications products

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

#### **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 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MAR 2000)**

The following requirements also apply to this contract:

- (a) The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.
- (b) For any insurance required pursuant to Commerce Clause 1352.228-70 "Insurance Coverage," the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in sub-sections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.
- (c) If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7 (g), any amounts above the amount of the obtained insurance coverage, which are not covered by insurance will not be reimbursable under the contract.

(End of clause)

#### **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)

#### **H.18 TREATMENT OF CLAUSES**

The Government contemplates the award of a Cost Plus Award Fee (CPAF) contract for Phase 1 of this contract. The Government anticipates that Phase 2 of the contract will be a hybrid contract, consisting of some CPAF elements and some Fixed Price elements. For this reason, the Government has included both Cost Reimbursement and Fixed Price clauses in the solicitation. Prior to award, contract clauses cited in this solicitation will be associated with the contract type to which they apply. Those clauses that no longer apply to any contract type will be deleted.

**[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](http://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
52.215-2	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORM
52.215.10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1989	OPTION TO EXTEND SERVICES
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) ALTERNATE II (OCT 2000) The requirements set forth in paragraphs d (2) and d (6) of this clause are hereby deleted.
52.219-16	JAN 1999	LIQUATED DAMAGES – SUBCONTRACTING PLAN

52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
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
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-4	AUG 1992	CONSISTENCY IN COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
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
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.236.25	APR 1984	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-2	APR 1991	PRODUCTION PROGRESS REPORTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES – COST REIMBURSEMENT Alternative II (APR 1984)



52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS (COST REIMBURSEMENT AND LETTER CONTRACTS)
52.244-4	AUG 1998	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS)
52.247-1	APR 1984	COMMERCIAL BILL OF LADING OPERATIONS
52.247-67	JUN 1997	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT TERMINATION (COST-REIMBURSEMENT)
52.249-6	SEPT 1996	EXCUSABLE DELAYS
52.249-14	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-1	APR 1984	COMPUTER GENERATED FORMS
52.253-1	JAN 1991	

(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.4 52.215-21 REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATION (OCT 1997)**

- (a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.  
(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If-

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit

information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(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 – U. S. Census Bureau Handbook for Information Technology Security**

**ATTACHMENT J.2 – Monthly Cost/Schedule Status Report (CSSR)**

**ATTACHMENT J.3 – Award Fee Determination Plan**

**ATTACHMENT J.1 – U. S. CENSUS BUREAU HANDBOOK FOR INFORMATION TECHNOLOGY SECURITY (January 2001)****J.1 SECURITY REQUIREMENTS FOR CONTRACTOR PROCESSING OF CENSUS DATA**

Table 6.1 of the handbook, pertaining specifically to contractor IT Security requirements, is provided below. The Contractor shall ensure compliance with these requirements.

**J.1.1 Policy Statement**

The Contractor shall implement all Census Bureau IT security policies, standards, and procedures to ensure adequate security of Title 13 data. The appropriate safeguards and controls will be determined and approved by the Census Bureau's IT Security Office.

**J.1.2 Management/Administrative Controls**

- **Special Sworn Status:** Contractor personnel having direct access to Title 13 data must have a "need to know" the information in the course of performing their official duties and must become "Special Sworn" by completing Form BC-1759 and taking the Oath of Nondisclosure. An authorized Census Bureau employee or a Notary Public must administer this oath with the Notary's raised seal on the Form BC-1759. The sponsoring division shall submit to their Administrative Office the names of contractor personnel who will need to be Special Sworn.
- **Controlled Use of Title 13 Data:** The Contractor may not use Title 13 data for any purpose other than the intended purpose for which it is supplied.
- **Site Inspections:** The Contractor's site may be subject to an inspection by the IT Security Office to ensure that adequate IT security is being maintained.

**J.1.3 Technical Controls**

- **Individual Accountability:** Individual accountability must be accomplished by the Contractor by identifying and authenticating users of its system and subsequently tracing actions on the system to the user who initiated them.
- **Coprocessing & Commingling of Title 13 Data:** Contractor computer systems used to process Census Bureau's Title 13 data must, if possible, be operated only for the processing of Census Bureau data. If Census data are placed on a shared computer system, controls must be put in place allowing access only to individuals of Special Sworn Status. Do not commingle Census Bureau data. The Contractor must ensure that Title 13 data cannot be extracted from the computer during processing, such as by a remote terminal or remote access.

**J.1.4 Operational Controls**

- **Faxing Title 13 Data:** Documents, properly labeled, containing Title 13 data may be faxed to Census Bureau locations only if the fax telephone number is first verified and a designated person is at the fax

machine to receive the document.

- Protected Communications: When transmitting sensitive data, external dedicated lines must be used, and/or data must be encrypted.
- E-Mail: Sensitive (Title 13) information transmitted by e-mail must be encrypted as an attachment to the mail message.
- Protecting Storage Media: The Contractor must keep all input and output data secure. Hard copy documents, removable magnetic media, and microform that contain Census Bureau Title 13 data must be stored in secured storage containers or a locked room with restricted access.
- Acceptable Delivery of Title 13 Data: All Census Bureau Title 13 data must be delivered by delivery services that provide tracing services, such as certified mail, priority mail, FedEx, etc. Multiple packages must be shipped as a unit. Seal and reinforce all packages being sent, enclose a list of the contents being sent, and notify the addressee of the shipment and its contents. The package may be opened only by a "Sworn" employee with the "need-to-know." Parcels and documents containing sensitive (Title 13) information must be double wrapped. Seal the inner cover, address it, and label it using the appropriate sensitivity designation as described below. The outer cover must be sealed and addressed in the same manner but must not bear the sensitivity label.
- Destruction of Title 13 Data: Destroy sensitive material after it has served its intended purpose. Sensitive materials that are too large or numerous to put into burn bags must be kept in a secured area until ready for destruction. The destruction process must prevent recognition or reconstruction of the information. In most cases, the Contractor must return listings containing sensitive Census Bureau data to the Census Bureau for disposal. In the case that permission has been granted to the Contractor to destroy sensitive material, the following methods must be used:
  - Recycling - When paper listings containing sensitive data are destroyed through recycling, it is essential that none of the data is restorable from the recycled product. Also, sensitive waste must be carefully controlled by Census Bureau employees or contractors with Special Sworn Status until the material is completely destroyed and unrecoverable.
  - Burning - Use EPA-approved public incinerators. When burning sensitive material, examine ash residue if possible. If there are any large pieces of unburned material, reburn it until totally destroyed.
  - Shredding - Use shredders that reduce residue particle size to 3/16 of an inch or less in width for destruction of sensitive paper and non-paper products. All material will be shredded in a manner such that recognition or reconstruction is impossible by feeding materials into the shredder vertically or diagonally to chop up sentences. Shredded materials can be thrown in the trash and should not be used for other purposes, such as packaging.
  - Back Up & Recovery - If possible, the Contractor should not back up Census Bureau Title 13 data. If this data is backed up through a contractor's backup system, the tapes, cartridges, or disks should not be sent offsite. Backups should be kept secured, as discussed in the Storage section. All backup tapes, cartridges, diskettes, and hard drives must be cleared prior to reuse (see below).

- Clearing Magnetic Media: Magnetic media (tapes, disks, hard drives) containing sensitive data must be cleared prior to reuse. (This includes returning magnetic media to a vendor for trade-in, servicing, or disposal). To clear, the Contractor shall overwrite all sensitive data a minimum of three times with a commercial disk utility program. If unable to overwrite, degauss using a commercial degausser.
- Proper Labeling: All output (electronic & other than electronic) generated from the Contractor's system must be properly labeled, under protection of U.S.C. Title 13, as follows:
  - Non-public use documents and materials not available to the public that contain information protected by Title 13 U.S.C. should be marked in bold type on each page with the phrase "DISCLOSURE PROHIBITED—TITLE 13 U.S.C."
  - Reports or memoranda of more than one page that contain information protected by Title 13 U.S.C. must contain the following statement on the cover page in bold type: "THIS (report, memorandum) CONTAINS INFORMATION, THE RELEASE OF WHICH IS PROHIBITED BY TITLE 13 U.S.C. AND IS FOR U.S. CENSUS BUREAU OFFICIAL USE ONLY."



**ATTACHMENT J.2 – MONTHLY COST/SCHEDULE STATUS REPORT (CSSR)**

**J.2.1** The CSSR shall be submitted monthly and shall be in compliance with the approved form and format of OMB Number 22R0327. A sample format is provided in the Table J.2-1 below.

**TABLE J.2-1 COST/SCHEDULE STATUS REPORT**

<b>Cost/Schedule Status Report</b>								
Contractor: Location:		Contract Type/Number		Program Name/Number	Report Period	Signature Title Date	Form Approved OMB Number 22R0327	
RDT&E ( )    Production ( )								
CONTRACT DATA								
(1) Original Contract Target Cost		(2) Negotiated Contract Changes		(3) Current Target Cost (1) + (2)		(4) Estimated Cost of Authorized, Unpriced Work		(5) Contract Budget Baseline (3) + (4)
PERFORMANCE DATA								
CUMULATIVE TO DATE				AT COMPLETION				
Work Breakdown Structure	Budgeted Cost		Actual Cost Work Performed	Variance		Budgeted	Latest Revised Estimate	Variance
	Work Scheduled	Work Performed		Schedule	Cost			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Factory Cost								
Cost of Money								
Gen. & Admin.								
Undistributed Budget								
Management Reserve								
Total								

## **ATTACHMENT J.3 – AWARD FEE DETERMINATION PLAN**

### **J.3.1 Overview of Award Fee Determination Plan**

#### **J.3.1.1 Purpose**

The purpose of this Award Fee Determination Plan (AFDP) is to set forth the basic procedures and criteria for the periodic evaluation of, and award fee determination for, the performance of the [Contract Name] Contractor for the U. S. Census Bureau (USCB).

This plan identifies the personnel responsible for the execution of this plan, discusses (in general terms) performance monitoring, and sets forth guidelines for the Award Fee Determination Board (AFDB). The Government develops the AFDP unilaterally.

The Principal Contracting Officer (PCO) and the Chairperson, AFDB, as a team, has the primary management responsibility for fair and equitable administration of this plan. Likewise, each party identified in this plan is responsible for accomplishing its responsibilities in a fair and equitable manner.

*The award fee plan may be changed from time to time as the operational and/or program priorities at the USCB change. The Contracting Officer will notify the Contractor, in writing, of the changes to the plan before the start of the affected evaluation period. Changes to this plan that are applicable to the current evaluation period will be incorporated through negotiations. The Fee Determining Official (FDO) has final determination of the award fee.*

#### **J.3.1.2 Specific Contract Data**

The “MAF/TIGER Accuracy Improvement Project” is a Cost Plus Award Fee (CPAF) contract. The contract period commences on the date of contract award and includes one base period and eight (8) additional one-year option periods that may be exercised by the Government. Unless specifically modified or deleted from the contract, the plan is effective for the initial performance period and all option periods as described in Section H.1 of the contract.

The maximum amount of award fee under the performance incentive of this contract shall not exceed the statutory limitations delineated by the FAR 15.903 (d)(2). The distribution of the available award fee across the performance evaluation categories is the sole responsibility and the decision of the Government.

The Contractor shall designate, in writing, a primary point of contact with regard to the award fee process. The Government will conduct all award fee communication through this Contractor’s representative.

This award fee plan is determined by performance in the following areas:

Technical Performance 1 (TBD)  
Technical Performance 2 (TBD)  
Responsiveness to [Program Office]

## Program and Cost Management

*Note: These areas apply specifically to the first evaluation period and may be amended at the discretion of the Government.*

The maximum award fee will be \_\_\_% of negotiated costs.

The evaluation periods will coincide with major milestones of the program. See Attachment J.3.2 for evaluation periods and the percentage of potential award fee available for each period.

Each evaluation will be completed within forty-five (45) days after the end of the evaluation period. The evaluation is considered complete on the date of the FDO's written approval of the findings of the AFDB and transmittal to the Contractor's Corporate Office. The Government will brief the Contractor on the award fee determination at a mutually agreed time.

### **J.3.1.3 Interim Evaluations**

At the Government's discretion, the AFDB may evaluate the Contractor's in-period performance at the approximate midpoint of the evaluation period. The results of any interim evaluation will be provided to the Contractor, in writing, citing major strengths and weaknesses that could affect the rating. For each weakness cited, the Contractor shall have the opportunity to respond in a timely manner, setting forth plans for increasing effectiveness in the areas of weakness or explain why it is not feasible to do so. This interim evaluation will not result in a determination of award fee but will be an input into final determination for the evaluation period. The Chairperson of the AFDB also will issue letters to the Contractor at any time when it is deemed necessary to highlight areas of Government concern.

### **J.3.1.4 Payment of Award Fee**

The Principal Contracting Officer (PCO) will notify the Contractor authorizing payment of any award fee earned. Upon receipt of the authorization letter, the Contractor may submit an invoice for payment of the award fee. Payments from the award fee pool will be made within 30 days after receipt of invoice, following each evaluation period.

### **J.3.1.5 Award Fee Integrity**

The award fee process is recognized to be subjective in nature, but every effort will be made to assure fairness. Checks and balances have been incorporated into the process to safeguard against arbitrary and unfounded evaluations either for or against the Contractor.

### **J.3.1.6 Termination for Convenience**

In the event that this contract is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee deemed earned for this period will be determined by the FDO. The remaining award fee dollars, excluding any unearned award fees from previous periods and fees for all periods subsequent to this termination, shall not be considered available or earned and, therefore, shall not be paid.

### **J.3.2 Personnel Involved in the Award Fee Process**

The Government will provide to the Contractor a list of personnel corresponding to the positions described in this plan prior to the applicable award fee evaluation period. In the event of personnel changes within evaluation periods, the Government will notify the Contractor as soon as possible.

#### **J.3.2.1 Definitions**

1. Technical Monitor (TM)

The Government Technical Monitors (TMs) will be designated to monitor, assess, record, and report the technical performance of the Contractor on a continuous basis. The TMs will monitor the Contractor's performance, as outlined in the contract requirements. The Individual Event Report (IER) will be used by the TMs to note positive and negative events that occur during contract performance (See Attachment J.3.1). The AFDB Chairperson will assign a TM for each performance area or sub-area to be evaluated under the contract. Monitors will be selected on the basis of their performance area expertise.

2. Principal Technical Monitor (PTM)

The PTM is responsible for reviewing each IER prepared by the TMs and other Government personnel, and furnishing an assessment of the event to the Administrative Contracting Officer (ACO). The PTM is selected by the AFDB Chairperson and the PCO. The PTM is also responsible for consolidating monthly TM reports and briefing the COTR. At the end of each evaluation period, the PTM prepares a report documenting the TMs' collective assessment of the Contractor's performance and presents it to the AFDB.

3. Contracting Officer's Technical Representative (COTR)

The COTR has overall responsibility for the technical requirements of the Contract. The COTR also provides professional advice to the PTM, as required.

4. Procuring Contracting Officer (PCO)

The Procuring Contracting Officer (PCO) is the official with the overall responsibility for overseeing the Contractor's performance. The PCO also reviews the recommendation and reports of the AFDB to make the final determination of award fee for each performance period. The PCO receives the determination of award fee from the FDO and reviews it for contract compliance.

5. Administrative Contracting Officer (ACO)

The ACO reviews PTM reports assessing the Contractor's performance and ensures that appropriate actions are taken. The ACO is directly responsible to the PCO for oversight of all contractual matters.

6. Award Fee Determination Board (AFDB)

A board of Government officials performs the in-depth review of all aspects of Contractor performance and recommends an appropriate award fee. The members of the AFDB are appointed by the PCO. The AFDB will consist of the following personnel:

Chairperson	Program Manager
Member	Program Business Manager
Member	Project Manager
Member	Project Manager
Member	Deputy Project Manager
Member	Administrative Contracting Officer
Recorder	Management Assistant

Chairperson, AFDB

Since the deliberations of the AFDB are "contract-bearing," the appointment of the Chairperson will be in writing and made by the PCO. The Chairperson is responsible for ensuring that the requirements of the AFDB are met.

Members, AFDB

The members of the AFDB are responsible for performing in-depth reviews of all documentation submitted by the PTM and the TMs, as well as reviewing the Contractor's Self-Evaluation Report (CSER) after every performance period. After discussions, the board will arrive at a consensus score for each category and recommend the total amount of award fee to the FDO.

Recorder, AFDB

The Recorder is responsible for taking and distributing minutes of all AFDB meetings, maintaining AFDB files, ensuring distribution of board recommendations and correspondence, and tracking actions for timely execution.

7. Fee Determining Official (FDO)

The FDO is the USCB management official who reviews the recommendations and reports of the AFDB to make the final determination of award fee for each performance period. The PCO communicates this determination, in writing, to the Contractor's award fee representative.

**J.3.2.2 Responsibilities**

1. Technical Monitor (TM)

Each TM is responsible for monitoring, assessing, recording, and reporting the technical performance of the Contractor on a continuous basis. To accomplish these responsibilities, the TM must be thoroughly familiar with the following:

- The Statement of Work (SOW)
- The Contractor's Technical Proposal

The Contractor's Quality Control Procedures  
The Award Fee Plan  
The Government's Quality Assurance Plan

The TMs will use the following guidelines to produce the documentation required for the AFDB:

- Record performance information on the IERs. The recording of each event must be supported by sufficient information to provide the reader with a clear understanding of the significance of the event and its impact on the contract. The report should include a clear statement of the work expected by the Government and the work actually performed. TMs must report all factual events that they judge to be indicative of very good or unacceptable performance. Performance at the good and marginal levels will not always be reported.
- Submit completed IERs to the PTM.
- Judge each event in accordance with the following definitions of Contractor performance:
  - (1) Very Good: The event is indicative of performance that is consistent with the best that any Contractor could be expected to perform.
  - (2) Good: The event is indicative of performance that frequently surpasses the marginal level.
  - (3) Marginal: The event is indicative of an acceptable level of performance and meets the minimum standards.
  - (4) Unacceptable: The event is indicative of performance which does not meet an acceptable level.

## 2. Principal Technical Monitor (PTM)

The PTM is responsible for receiving, evaluating, investigating (if necessary), and assessing each IER submitted by the TMs. The PTM also is responsible for communicating positive as well as negative reports to the Contractor (through the PCO) as soon as possible.

The Contractor will be required to respond, in writing, to all negative event reports within ten (10) working days. A copy of the Contractor's response will be attached to the negative report and submitted to the AFDB before the end of the evaluation period.

## 3. Contracting Officer's Technical Representative (COTR)

The COTR has the overall responsibility to monitor and evaluate the performance of the Contractor. The COTR facilitates communications between the Government and the Contractor.

The COTR is responsible for preparing and presenting all material required by the AFDB to make its assessment of the Contractor's performance. The COTR will coordinate scheduling of the AFDB meeting and prepare the formal report (signed by the AFDB Chairperson) for

issuance to the FDO within forty (40) calendar days after the last day of the evaluation period.

#### 4. The Award Fee Determination Board (AFDB)

Each member of the AFDB must be familiar with the contract's SOW and this plan. Board members also should be generally familiar with the Contractor's technical proposal.

During the award fee meeting, the AFDB will perform an in-depth review of all documentation submitted to it by the PTM and will arrive at a consensus score for each category after discussions, and will recommend the total percent of award fee to be awarded. Each member of the board is responsible for performing his/her duties in a manner that is as fair, equitable, and objective as possible.

The AFDB also will determine the categories and relative weight of each category, prior to the beginning of each evaluation period, based on the comparable significance of each category to the program at that time.

#### 5. AFDB Chairperson

The Chairperson is responsible for conducting the meetings of the AFDB and ensuring that the evaluation process is conducted in a fair, equitable, and objective manner. He/she also is responsible for assuring that the views of each of the board members are heard and considered. Furthermore, he/she assures that the report prepared for his/her signature reflects the consensus opinion of the board. The Chairperson also is a voting member of the board. When appropriate, he/she directs the board to change or reprioritize the weightings given to the evaluation categories under this plan (for future evaluation periods), when the needs or priorities of the appropriate activity so dictate. The Chairperson also is responsible for providing a briefing of the AFDB award fee evaluation report to the Contractor.

#### 6. Procuring Contracting Officer (PCO)

The PCO is responsible for reviewing the AFDB's reports. This review will assure that the board's rationale supports individual scores assigned in the performance evaluation categories. If there is a problem in the board's rationale for its assessment and award fee recommendation, then the PCO will contact the AFDB Chairperson to arrange a discussion of the problem and find a mutually acceptable resolution and adjustment. If agreement cannot be reached with the AFDB Chairperson, the PCO will submit his/her rationale for an adjustment to the FDO. The PCO also is responsible for implementing the FDO's award fee decision and assuring contract compliance.

#### 7. Fee Determining Official (FDO)

The Fee Determining Official (FDO) is responsible for approving the Award Fee Plan and any changes to the plan. The FDO determines the amount of award fee earned and payable to the Contractor for each evaluation period (based on an evaluation of the Contractor's performance as measured against the award fee criteria) and provides the Contractor (through

the PCO) a written decision concerning the amount of award fee earned for each evaluation period.

### **J.3.3 Performance Monitoring**

#### **J.3.3.1 Overview**

The purpose of constantly monitoring and reporting on the Contractor's performance is to ensure that the USCB receives the best contract performance possible. The TMs will monitor, evaluate, and assess the Contractor performance. The TM's monitoring activities will focus on the technical aspects of the work outlined in the contract and the work actually performed.

The PTM will be responsible for reviewing and assessing the documentation produced by the TMs and other Government personnel.

These assessments then will be reviewed by AFDB members and contract management staff to ensure a fair and objective evaluation of the Contractor's performance. It is important that the Contractor be continuously aware of how its performance is perceived. A process of continuous feedback is designed to ensure that the Contractor has every opportunity to improve its performance to the highest category. With this end in mind, both the USCB and Contractor shall profit through higher performance and support for USCB's mission, with improved ratings and higher awards.

#### **J.3.3.2 Performance Evaluation Categories**

For purposes of contract monitoring and assessment of performance, the Contractor's overall effort is divided into a minimum of four performance evaluation categories. These are as follows:

1. Technical Performance – 1 (TBD)
2. Technical Performance – 2 (TBD)
3. Responsiveness to [program office]

This category deals with the level of cooperation the Contractor exhibits in responding to the informational needs of the MAT/TIGER Enhancements Program Office and working cooperatively with other contractors. This category will be used to assess the Contractor's practices and procedures in maintaining and improving an unobstructed flow of information and good working relationships between its employees and the USCB or its agents. Attention to urgent program needs also will be monitored. Emphasis here is on resolving problems quickly without "finger-pointing."

4. Program and Cost Management

This category is concerned with the program and cost management considerations dealing with the Contractor's performance. Included in this category are items such as: contract administration and compliance; cost management and control; task order management; resource utilization; quality control; scheduling; coordination and communication; and reports. This category also includes an evaluation of the Contractor's effectiveness in controlling and coordinating the work performed by its



subcontractors, acceleration of responses to urgent needs or changes (e.g., budget/cost replanning), and notification of shifting priorities and their impacts.

### **J.3.3.3 General Evaluation Criteria**

The following are the general criteria by which the Government will evaluate the Contractor's work:

1. Quality

Quality refers to the caliber of performance required to successfully support the USCB under this contract by Contractor personnel. TMs will identify the strengths and weaknesses of the Contractor's staff as it relates to the mission to be performed by analyzing the use of personnel, materials, and equipment.

2. Efficiency

Efficiency is the economic use of time, funds, personnel, and equipment. An analysis of the effective selection of personnel and equipment to perform contract requirements will be necessary.

3. Ingenuity

Ingenuity entails the development, by the Contractor, of original solutions to problems that result in savings of time, money, manpower, or improvements in the support functions or operational systems.

4. Responsiveness

This criterion involves the promptness and degree of concern with which the Contractor responds to the needs, requests, and demands of the USCB in accordance with contract requirements.

5. Thoroughness

Thoroughness refers to the "absolute" completion of an activity to include ensuring that all related aspects and documentation of the task have been attended to.

6. Timeliness

The on-time completion of tasks, whether scheduled with established completion dates/times/milestones and deadlines, or as unscheduled tasks, such as corrective maintenance in response to equipment failures, is considered "timeliness."

## 7. Resourcefulness

Resourcefulness considers the Contractor's response to the use of safe and appropriate alternate resources (methods, personnel, equipment) to accomplish a contract activity for which the prescribed resources may not be available.

## 8. Accuracy

This criterion applies to tolerances and prescribed standards of performance.

## 9. Safety/Health/Environmental Compliance

This criterion applies to compliance with all environmental, health, and safety manuals, regulations, certifications, and commonly accepted safety procedures regarding the proper and safe use of equipment to ensure the safety of Contractor and Government employees and property.

## 10. Communication

This area refers to the adequacy and efficiency of channels of communication within the Contractor's own organization and with Government personnel. It will be judged on the extent to which the Contractor exhibits initiative in establishing and maintaining full and open lines of communication with the Government.

## 11. Autonomy

The degree to which the Contractor works with the Government on various decisions that affect contract requirements. Also refers to the prompt and effective business decisions made by the Contractor locally versus decisions from corporate headquarters, and the effect on local operations, within reason.

## 12. Contract Management

This area refers to the Contractor's overall ability to appropriately use and control all resources and systems that support the contract, as well as effectiveness of management programs and their effect on contract performance.

### **J.3.3.4 Documentation/Reporting**

#### 1. Documenting

The TMs will be required to use the "Individual Event Report" (See Attachment J.3.1) to record both positive and negative evaluations of the Contractor's performance. Note that the format will require documentation that will reflect the TMs' understanding of what the Contractor was supposed to do, what was actually done, and the impact or consequences of what was done.

The PTM reviews each IER and provides his/her assessment of the facts, circumstances, and opinions outlined by the TMs. When appropriate, the PTM may investigate the event further to determine if all the facts and circumstances surrounding the event were considered.

## 2. Reporting

### a. TM Reports

TMs will submit reports monthly to the PTM in accordance with Exhibit 2. As part of this report, TMs will provide the adjectival rating, as well as supporting narrative, for each category they are responsible for monitoring.

The following areas are the minimum (but not all-inclusive), reporting requirements:

- (1) A narrative report for each of the items listed under the four performance evaluation categories;
- (2) Analysis of the Contractor's quality control;
- (3) Analysis of the Contractor's scheduling, coordination, and resource utilization; and
- (4) Analysis of the Contractor's compliance with the reporting requirements.

### b. PTM Report

At the end of each evaluation period, the PTM will prepare a summary of the significant IERs, TM reports, and review the Contractor's Self-Evaluation Report (CSER). The PTM will transmit this entire package to the AFDB.

## **J.3.4 Award Fee Determination Guidelines**

### **J.3.4.1 Evaluation Overview**

Government personnel (principally the TMs and the PTM) monitor, assess, document, and report on the Contractor's performance. AFDB members review and assess the reports submitted by the TMs and the PTM, decide upon the amount of the fee to be awarded, and communicate the decision to the Contractor's management through the PCO.

The constant monitoring performed by Government personnel enables the Government to ensure that contract priorities are satisfied, and to identify performance problems before they become significant.

During the evaluation process, the Contractor is able to voice its opinion of its performance as well as respond to negative evaluations, in writing, or clarify the situation as the negative performance occurs. The constant feedback and interchange of ideas fosters an optimum climate for contract performance.

It is important that the integrity of the evaluation process be maintained at all times to ensure that reasonable judgment has been made in the fee determination process.

**J.3.4.2 Performance-Rating Spectrum**

The following Table (Table J.3-1) summarizes the performance scoring range, the description (definition) of each element in that range, and the method for converting the score to an award fee percentage to be applied.

**TABLE J.3-1 – PERFORMANCE RATING SPECTRUM**

<b>Scoring Range</b>	<b>Description</b>	<b>Conversion to award fee percentage</b>
<b>85-100</b>	<b>Full Achievement</b>	<b>85-100</b>
	Contractor consistently meets all USCB performance objectives. Management, supervision, performance, response times, and cost control effectiveness are performed consistently at a level considered the best any Contractor could be expected to achieve, under similar circumstances. Inspections seldom find deficiencies.	
<b>65-84</b>	<b>Substantial Achievement</b>	<b>65-84</b>
	Contractor frequently meets USCB performance objectives for the majority of work functions. No major problems. Minor problems are quickly recognized and corrected.	
<b>50-64</b>	<b>Partial Achievement</b>	<b>50-64</b>
	Consistently achieves minimal USCB performance objectives. No major problems. Areas requiring improvement are approximately offset by better performance in other areas. Moderate number of customer complaints -corrective action is prompt, however, sometimes ineffective. Management, supervision, performance cost control are average.	
<b>0-49</b>	<b>Unacceptable</b>	<b>0</b>
	Areas of adequate or better performance are significantly offset by poor performance in other areas. Quality of performance indicates a need for the Contractor to take immediate corrective action. Management/supervision is weak, resulting in an ineffective work program. Sporadic omission of work occurs. Complaints are frequent. Control of costs is questionable. Performance is having a negative impact on overall USCB mission. Performance is at a level at which the Government may consider termination action. NO FEE IS EARNED BY THE CONTRACTOR IN THIS RANGE.	

After the AFDB arrives at a score for a Performance Evaluation Category (TBD), the score is converted to a percentage that is applied to the amount of award fee available in that Performance Evaluation Category. The total recommended award fee for the evaluation period is the sum of the recommended fees for each performance evaluation category (See Exhibit 1 below).

**Exhibit 1 - Example Award Fee Format**

<b>Performance Evaluation Category</b>	<b>Maximum Award Fee Available</b>	<b>Score</b>	<b>Percentage</b>	<b>Approved Award Fee</b>
Technical Performance 1 ( __%)	\$ _____		%	\$ _____
Technical Performance 2 ( __%)	\$ _____		%	\$ _____
Responsiveness ( __%)	\$ _____		%	\$ _____
Program & Cost Mgt ( __%)	\$ _____		%	\$ _____
<b>Total</b>	<b>100%</b>		<b>Composite %</b>	<b>\$ _____</b>

**J.3.4.3 Procedures**

Prior to award fee determination, each member of the AFDB should review the IERs and the CSER. The AFDB will apply the evaluation criteria to active deliverables and current milestones. Active deliverables and current milestones are those to which effort is directed during the evaluation period. The board members should discuss and assess the Contractor's performance based on a review of all pertinent documentation. The board then should arrive at a score for each Performance Evaluation Category. The board will arrive at its score by averaging individual scores or by arriving at a consensus rating for each Performance Evaluation Category.

The board then will agree on the wording of the narrative that supports the rating given by the board. The narrative report, reflecting the board's views, will be prepared by the Chairperson for the signature of the FDO. The report will be concise and clear, but sufficiently detailed to inform the PCO.

Within forty-five (45) days after completion of the evaluation period, the FDO will forward the signed report to the PCO. Copies of the signed report will be furnished to all AFDB members. The PCO will review the report and accompanying documentation. The PCO then will send a letter to the Contractor authorizing the Contractor to invoice the Government for the applicable award amount. The AFDB Chairman will brief the Contractor on all components of the final AFDB report for the evaluation period at a mutually agreed upon time, but not to exceed 60 days after end of award fee period.

**EXHIBIT 2 - PROCESS AND SCHEDULE FOR AWARD FEE EVALUATIONS**

The following chart promulgates the activities, timing, and corresponding responsible parties in the award fee process.

<b>Responsible Party</b>	<b>Activity</b>	<b>Calendar days after end of performance period</b>
<b>AFDB Recorder</b>	<b>Notify each board member, PTM, and TMs of award fee calendar and schedule meeting to decide changes to distribution for next period (See Exhibit 1)</b>	<b>15 days prior</b>
<b>Contractor’s Program Manager</b>	<b>Submits CSER through PCO to AFDB Briefs AFDB</b>	<b>Within 20 days</b>
<b>Technical Monitors (TMs)</b>	<b>Submits TM reports to PTM for consideration by the AFDB</b>	<b>Within 5 days</b>
<b>Principal Technical Monitor (PTM)</b>	<b>Prepares and distributes IERs and TM reports and summarizes contractor performance for evaluation period for input to the AFDB</b>	<b>Within 25 days</b>
<b>AFDB Members</b>	<b>Review documentation submitted by PTM and Contractor. Meet to decide upon recommended award fee.</b>	<b>Within 40 days</b>
<b>AFDB Chairperson</b>	<b>Conducts meetings of the AFDB. Prepares board’s recommendation and submits to FDO. Directs changes to the award fee plan (as needed).</b>	<b>Within 40 days</b>
<b>Fee Determining Official (FDO)</b>	<b>Reviews AFDB’s award fee recommendation and makes final determination of award fee.</b>	<b>Within 45 days</b>
<b>Principal Contracting Officer (PCO)</b>	<b>Reviews FDO award fee decision for contract compliance and submits invoicing authorization letter to Contractor.</b>	<b>45-50 days</b>
<b>AFDB Chairperson</b>	<b>Brief Contractor on findings of AFDB report</b>	<b>Mutually agreed upon time NTE 60 days</b>

**Attachment J.3.1 – INDIVIDUAL EVENT REPORT (IER)**

<b>INDIVIDUAL EVENT REPORT (IER)</b>		
<b>Technical Monitor:</b>	<b>Date of Event(s) Reported:</b>	
<b>Contractor Notification</b> (Indicate by whom, date/time, method of communication, any contractor response):	<b>Performance Categories Affected:</b>	
	Production & Deployment <input type="checkbox"/> Testing <input type="checkbox"/> Program & Cost Management <input type="checkbox"/> Responsiveness to _____ <input type="checkbox"/>	
<b>Impact (+/0/-)/Significance(H/M/L):</b>	<b>Evaluation Period Date(s):</b>	
<b>FOR PTM USE ONLY</b>		
<b>Tracking No:</b>	<b>PTM Acceptance Date:</b>	<b>PTM Signature:</b>
<b>Description of Event(s):</b>		
<b>Assessment:</b>		
<b>Contract/Program Reference (SOW, Specification, etc.):</b>		
Document	Page	Paragraph
<b>Contractor Response Expected:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information Only		
<b>Technical Monitor Signature:</b>	<b>CO Signature:</b>	

**Attachment J.3.2 – AWARD FEE EVALUATION PERIODS (TBD)**

<b>Award Fee Evaluation Periods</b>				
<b>Number</b>	<b>Program Milestones</b>	<b>Phase</b>	<b>Dates</b>	<b>Duration</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Note: Milestones are more important than dates; i.e., award fee periods may be modified to reflect changes in major program milestones, at the discretion of the Government.**



**Attachment J.3.3 - AWARD FEE ACRONYMS**

<b>ACO</b>	-	<b>Administrative Contracting Officer</b>
<b>AFDB</b>	-	<b>Award Fee Determination Board</b>
<b>AFDP</b>	-	<b>Award Fee Determination Plan</b>
<b>USCB</b>	-	<b>U. S. Census Bureau</b>
<b>CO</b>	-	<b>Contracting Officer</b>
<b>COTR</b>	-	<b>Contracting Officer's Technical Representative</b>
<b>CPAF</b>	-	<b>Cost-Plus-Award-Fee</b>
<b>CSER</b>	-	<b>Contractor's Self-Evaluation Report</b>
<b>FDO</b>	-	<b>Fee Determining Official</b>
<b>GFE</b>	-	<b>Government Furnished Equipment</b>
<b>IER</b>	-	<b>Individual Event Report</b>
<b>NTE</b>	-	<b>Not to Exceed</b>
<b>PCO</b>	-	<b>Principal Contracting Officer</b>
<b>PTM</b>	-	<b>Principal Technical Monitor</b>
<b>SOW</b>	-	<b>Statement of Work</b>
<b>TM</b>	-	<b>Technical Monitor</b>
<b>TM report</b>	-	<b>Technical Monitor Report</b>

[End Section J]

**Part IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (Section K shall not 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](http://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 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 541519.

(2) The small business size standard is \$18,000,000.

(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 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]**

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**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](http://www.arnet.gov)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

- 52.204-6 Data Universal Numbering System (DUNS) Number (JUN 1999)
- 52.214-34 Submission of Offers in the English Language (FEB 2000)
- 52.214-35 Submission of Offers in U.S. Currency (FEB 2000)
- 52.215-16 Facilities Capital Cost of Money (OCT 1997)
- 52.222-24 Pre-award On-Site Equal Opportunity Compliance Review (FEB 1999)
- 52.222-46 \*Evaluation of Compensation for Professional Employees (FEB 1993)
- 52.237-10 \*Identification of Uncompensated Overtime (OCT 1997)

(End of provision)

\*Submission requirements of provisions 52.222-46 and 52.237-10 are deferred until submission of a cost proposal by the most preferred firm.

**L.2 TYPE OF CONTRACT**

The Government contemplates the award of a Cost Plus Award Fee (CPAF) contract for the first Phase of this contract. The Government anticipates that the second Phase will be a hybrid contract, consisting of some CPAF elements and some Fixed Price elements. The Contractor and the Government will definitize the contract type for Phase 2 during the performance of Phase 1.

**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 binding for this acquisition and will 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 1352.233-17 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  
14<sup>th</sup> Street and Constitution Avenue, NW  
Washington, DC 20230  
Attn: Jerry Walz, 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.16.2) regarding concepts and their proposed methods of furnishing the required services. These highly qualified firms shall then conduct an Operational Capability Demonstration (OCD). 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.: 52-SOBC-2-00005

Date and Hour: **February 25, 2002 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-300  
4700 Silver Hill Road  
Suitland, MD 20746

Attn: Solicitation No. 52-SOBC-2-00005

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## 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. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.2155, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (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\* 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

- (a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

\*Submission requirements of provision 52.215-20 is deferred until submission of a cost proposal by the most preferred firm.

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**L.11 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 on a diskette and two (2) paper copies. Diskettes and hard copies shall be labeled "Questions and Clarification" with the solicitation number. The files shall be submitted in MS Word to the Contracting Officer at one of the two addresses shown in L.8 (a) or (b) above.
- (b) As an alternative to hard copy submission of questions and requests for clarification, E-mail submissions are allowed. The e-mail address is [tigermodernization@geo.census.gov](mailto:tigermodernization@geo.census.gov).
- (c) All inquiries, whether submitted in writing or by e-mail, will be answered by posting to the Census Bureau's Web site at the following Web address: <http://www.census.gov/geo/mod/maftiger.html>. 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 **15 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 June 25, 2002. 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.

Issue amended solicitation: 01/25/02  
Receive Proposal Volume I: 02/08/02  
Receive Written Proposals: 02/25/02  
Evaluate Written Proposals: 03/18/02  
Notify highly qualified firms: 03/21/02  
Conduct Discussions/Operational Capability Demonstration (OCD): 03/25/02 – 04/19/02  
Select most preferred firm: 05/14/02  
Most preferred firm cost proposal due: 05/29/02  
Negotiate Costs and Fee: 06/18/02  
Award Contract: 06/25/02

Services Begin Under Contract: 07/08/02

### **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 541519, "Other Computer Related Services" that has an associated size standard of \$18,000,000.
- (b) Subcontracted work need not be classified as NAICS Code 541519. 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 AND ORAL PRESENTATION INSTRUCTIONS**

- (a) A two-volume written proposal shall be submitted by offerors in accordance with Section L.16.1.
- (b) In addition to the written proposal, offerors also shall make oral presentations to the Government. In the event there is a discrepancy between the written proposal and the oral presentation, the written proposal takes precedence. Oral presentations shall be conducted in accordance with the instructions in Section L.16.2.
- (c) If the offeror fails to submit both a written proposal and conduct an oral presentation, as scheduled, the Government will consider the entire offer to be nonresponsive.
- (d) Offerors shall submit only the information required by this section. 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 Proposals**

Offerors shall submit their written proposals prior to the conduct of oral presentations. The written proposals shall be provided in two volumes, as follows:

Volume I	Past Performance and Experience (Volume I and Volume I Supplement)
Volume II	Technical Solution and Organizational Resources

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. Submission of the SF-33 will be deferred until submission of a cost proposal from the most preferred firm. However, offerors shall acknowledge receipt of solicitation amendments in their proposals or cover letters

#### **L.16.1.1 Volume I -- Past Performance and Experience** (This volume will be evaluated in accordance with paragraph M.4.2.3)

- (a) The offeror shall submit, by February 8, 2002, Volume I (without Supplement 1) of its written proposal. Volume I shall present evidence of the offeror's and its potential Teaming Partners' past performance and experience on up to 15 contracts performed in the past three (3) years. Past Performance information shall be included for offeror-selected federal, state, local government, or



commercial contracts. Contracts of similar work and complexity related to the MAF/TIGER Accuracy Improvement Project are preferred. The offeror may include contracts on which the offeror or any of its proposed Teaming Partners has performed or is performing work, as a prime contractor or as a subcontractor.

- (b) Any past performance information provided by an offeror in its proposal is subject to verification/validation by the Government during the evaluation process. The Government reserves the right to contact the Government/commercial points of contact provided by the offeror, and any project officials and/or other persons who have been involved in any of the contracts listed by the offeror in its proposal, for purposes of verifying the information provided and obtaining additional information concerning the offeror's performance on these contracts. The Government also reserves the right to utilize any other information available in the evaluation of past performance. This applies to the offeror and any proposed subcontractor(s).
- (c) Offerors may present, as a reference, work performed under contract to the Census Bureau if it meets the criteria in paragraph L.16.1.1(a).

#### **L.16.1.1.1 Volume I: Past Performance Matrix**

- (a) For each contract identified, offerors shall submit a Past Performance Matrix that meets the criteria in paragraph L.16.1.1(a). The offeror shall provide past performance information in accordance with the matrix content outlined below and using the template provided in Attachment L.1. Past performance contracts shall be listed in descending order of relevance to the MAF/TIGER Accuracy Improvement Project, with the first being the most relevant.

#### **(b) Matrix Content**

- (1) **Contract Identifier:** Assign a sequential ID number to the contract, beginning with the number one (1).
- (2) **Agency/Company:** Agency or company for which the work was performed and contract name (and project name, if applicable).
- (3) **Contract/Order Number:** Enter the contract number and, for contracts such as IDIQs where projects are issued by order, the order number under which the project was performed.
- (4) **Contract/Order Period of Performance:** Indicate, by month and year, the start and completion (or "ongoing") dates for the project contract or order. State original planned completion date and, if necessary, revised expected completion date.
- (5) **Contract/Order Type and Total Dollar Value:** Contracts/orders may be Cost Plus, Incentive, IDIQ, FFP, T&M, etc. Enter the original total dollar value of the contract and the current dollar value, if different. If an order, enter the dollar value received or to be received by the offeror or its subcontractor(s).
- (6) **Contract Modifications:** Enter the number of major modifications and the reason for each modification, including the dollar value of that major modification. Indicate whether the offeror or its subcontractor(s) operated over, at, or below budget. If over budget, provide explanation.

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- (7) **Prime Contractor/Primary Performer:** Enter the prime Contractor and the company name, of either the offeror or proposed Subcontractor, that performed/is performing the major portion of work under this project. If same, enter only one name.
  - (8) **Major Subcontractor(s):** Enter the major Subcontractor(s) assigned to the contract/order.
  - (9) **Small Business Participation :** Enter past performance indicating the extent to which the offeror attained applicable goals for small business participation under contracts that required subcontracting plans.
  - (10) **Brief Description of the Project:** Self-explanatory.
  - (11) **Project Approach:** Describe the technical and management approach developed and used in the formulation of a solution to the project, including tools and methodologies.
  - (12) **Project Solution:** Describe the solution attained for the project, including deliverables.
  - (13) **Problems Encountered/Resolution:** Describe any problems encountered (including any that affected the timeliness or effectiveness of the product) and the resolution of the problems.
  - (14) **Quality Awards or Quality Certifications Received:** Enter any quality awards and quality certifications received as a result of work performed for this project.
  - (15) **Contracting Officer (CO) Name, Address, Voice Telephone number, FAX Telephone number, E-mail Address:** Self-explanatory.
  - (16) **Contracting Officer (if different from Contracting Officer) Name, Address, Voice Phone, FAX Phone, and E-Mail Address:** Self-explanatory.
  - (17) **Contracting Officer's Technical Representative (COTR) Name, Address, Voice Telephone number, FAX Telephone number, and E-Mail Address:** Identify the individual (e.g., Contracting Officer's Technical Representative (COTR) or Task Manager (TM)) for the project.
  - (18) **End-User Point-of-Contact Name, Address, Voice Telephone number, FAX Telephone, and E-Mail Address:** Identify a key end-user of the system and services provided under this project.
- (c) The contracts selected for submission by the offeror shall be those that can be validated by the Government via reference checks, utilization of other contacts, or any other available information.
  - (d) Attachment L.1 provides the matrix template. This template format may be modified as long as the matrix content and order of entries shown above are maintained. The sections of the template may be expanded to accommodate additional text.
  - (e) Volume I will be evaluated in accordance with paragraph M.4.2.3.

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**L.16.1.2 Volume I Supplement - Experience**

The Volume I Supplement shall be submitted with Volume II on the proposal due date specified in L.8.

- Section 1 Experience - Project Descriptions
- Section 2 Experience - Project Charts
- Section 3 Qualifications Data – Architect-Engineer and Related Services

**L.16.1.2.1 Volume I Supplement, Section 1: Experience - Project Descriptions**

- (a) Project descriptions shall be submitted for the three (3) projects listed in the Past Performance Matrix of Section L.16.1.1.1 that the offeror deems to be **most relevant** to the MAF/TIGER Accuracy Improvement Project. Project descriptions shall elaborate on the following areas:
  - (1) Scope of the project
  - (2) Relevance of the project
  - (3) Success of the project in quantitative and qualitative terms.
  - (4) The technical approach and management methods used, and how they may be applied to the MAF/TIGER Accuracy Improvement Project
  - (5) Problems encountered and how they were resolved
- (b) Project descriptions shall be limited to two (2) pages each and shall conform with instructions described in L.16.1.5. The Contractor shall note in Block 1 of the past performance matrix if a project description for the contract/project will be submitted in accordance with this section.
- (c) Volume I Supplement, Section 1 will be evaluated in accordance with paragraph M.4.2.3.

**L.16.1.2.2 Volume I Supplement, Section 2: Experience - Project Charts**

- (a) The offeror shall provide, as Volume I Supplement, Section 2 of its written proposal, hard copies (i.e., paper copies) of the oral presentation charts (a maximum of 50 charts) that the offeror will use during session 2 of its oral presentation, per paragraph L.16.2.
- (b) These hard copy charts shall be exact copies of the charts that are to be presented at the oral presentation. No changes or additions will be allowed to the charts either prior to or at the time of oral presentations. Any charts that are changed or added will not be evaluated. If additional charts or changes to the presented charts, are warranted following oral presentation discussions, the offeror will be directed by the Contracting Officer to submit these changes.
- (c) Hardcopy presentation charts shall be provided on standard 8.5x11 inch paper in landscape orientation, one chart per page. No chart text shall be smaller than 18 point. Charts shall be numbered sequentially. Charts shall be printed on one side only, and punched with a 3-hole punch along the top margin.
- (d) Volume I Supplement, Section 2 will be evaluated in accordance with the evaluation criteria of paragraph M.4.2.3.

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**L.16.1.2.3 Volume I Supplement, Section 3: Qualifications Data – Architect-Engineer and Related Services**

- (a) Offerors shall submit one current (within the past year) copy of Standard Form 254 (SF 254) “Architect-Engineer and Related Services Questionnaire.”
- (b) 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 15 projects that coincide with the up to 15 contracts required by L.16.1.1 of the RFP. 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 25 current projects that meet the SF 255, item 9 criteria. Offerors may list less than 25 current projects.
- (c) 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

**L.16.1.3 Volume II - Technical Solution and Organizational Resources**

The offeror shall include the following sections in Volume II of its written proposal:

- (a) Section 1 – Phase 1 of the work

The contract type for Phase 1 will be Cost Plus Award Fee (CPAF).

- (1) Performance Work Statement (PWS) for Phase 1 of the requirement

Phase 1 shall address a fact-finding, planning, and reporting effort that will begin immediately after contract award. Offerors shall submit a PWS for Phase 1 work with performance measures tied to profit. Phase 1 work is actually work to produce a more detailed, refined plan and cost proposal for the performance of Phase 2 work. Offerors shall submit a detailed technical proposal for the following work:

- Fact finding on the sources of data and methods of collection to meet the objectives stated in the SOO;
- Planning in concert with the Census Bureau to meet the objectives stated in the SOO;
- Developing formal cost, schedule, and technical baselines to meet the objectives stated in the SOO;
- Working with the Census Bureau to develop a Quality Assurance Plan, a Test Plan, and a Program Management Plan for Phase 2 of the work; and

- Documenting, reporting, and obtaining Census Bureau approval for all above plans, methods, and procedures for Phase 2 of the work.

(2) Organizational Resources and Key Personnel for Phase 1 of the requirement

(b) Section 2 – Phase 2 of the work

(1) A Plan and Technical Approach for meeting the objectives stated in the SOO; i.e., accomplishing Phase 2 of the requirement; and

(2) Organizational Resources and Key Personnel for Phase 2 of the requirement.

(c) Attachment 1 – Technical Solution Charts

(d) Attachment 2 – Subcontracting Plan

(e) Attachment 3 - Representations and Certifications – Section K (This attachment is not required with the technical proposal. It will be required from only the “most preferred Firm” along with that firm’s cost proposal)

#### **L.16.1.3.1 Reserved**

#### **L.16.1.3.2 Volume II – Technical Solution**

Volume II shall be no more than **80 pages long**. Volume 2, Section 1 shall be no more than 50 pages long and Volume 2, Section 2 shall be no more than 35 pages long. The following items are excluded from these page restrictions:

- Key Personnel resumes
- Volume II, Attachment 1 - Technical Solution Charts
- Volume II, Attachment 2 - Subcontracting Plan

**(a) Volume II – Section 1: Detailed Technical Solution/PWS for Phase 1 work** (This section will be evaluated in accordance with paragraph M.4.2.1). Contract type shall be CPAF. Offerors shall submit:

(1) A Performance Work Statement (PWS) with performance measures tied to profit that covers Phase 1 work. In the PWS, offerors shall address - in specific, performance-based, quantitative terms - the work to be done in producing the goods to be delivered and the services to be performed;

(2) A Contract Work Breakdown Structure (CWBS);

(3) A list of Contract Deliverables. All Contract Deliverables shall be traceable to specific tasks defined in the PWS;

(4) A list of Key Personnel and a description of the experience they bring to the project that is either indirectly or directly related to the technical disciplines required to carry out the Phase 1 work;

- (5) An assessment of the required availability and involvement of the Census Bureau during Phase 1 contract execution, including timeframes for this involvement;
- (6) A milestone schedule with a start date of July 8, 2002, for the tasks within the Phase 1 work;
- (7) A narrative plan to accomplish the Phase 1 work;
- (8) A description of the proposed means for effectively communicating with the Census Bureau during Phase 1 execution, including proposed personnel locations, information systems logistics, and personnel logistics; and

**(b) Volume II – Section 1: Organizational Resources and Key Personnel for Phase 1 of the work**  
(This Section will be evaluated in accordance with paragraph M.4.2.2)

- (1) **Organizational Resources.** The offeror shall describe its organizational resources with regard to Teaming during Phase 1 of the contract. The offeror shall provide the following information:
  - A description of its Teaming Partners, their areas of specialization, and a discussion of how the Teaming Partners will work together with the prime Contractor and the Government to ensure success of Phase 1 of the MAF/TIGER Accuracy Improvement Project.
  - A description of the offeror's and its subcontractors' personnel and nonpersonnel resources, and their availability for use during Phase 1 of the MAF/TIGER Accuracy Improvement Project.
  - A description of the organization of the offeror's MAF/TIGER Accuracy Improvement Project Team, including a discussion of whether these employees will be on site for the duration of Phase 1 of the project, or will only be assigned to the project for a limited time. The offeror also shall discuss how it envisions an interactive, working relationship with the Government's Project Team.

**(2) Key Personnel Resumes**

- The offeror shall provide **resumes of key personnel** who have been committed to performance on Phase 1 of the MAF/TIGER Accuracy Improvement Project. Key Personnel shall include all personnel participating in the oral presentations (i.e., the presenters), and any other individuals (in the employ of either the prime Contractor or its subcontractor(s)) whom the offeror wishes to designate as Key Personnel on this contract. The Key Personnel, as designated by the offeror, are subject to the Key Personnel provisions of Section H.4.
- In addition, the offeror shall provide a **letter of commitment** that provides evidence of the corporate intent to commit these Key Personnel in the service of the MAF/TIGER Accuracy Improvement Project from the date of contract award through the completion of Phase 1 of the work. The letter of commitment shall include the name of each person whose resume is provided and an indication of the percentage of time the employee will be assigned to Phase 1 of this project. In addition, the letter of commitment shall certify that the Government shall have full accessibility to Key Personnel on demand, as

required by the Government. The offeror shall insert this “Letter of Commitment” as the last page of Volume II, Section 1.

- For each proposed Key Person who worked on any of the past performance contracts included in the Past Performance Matrix (paragraph L.16.1.1.1.), the offeror shall identify the past performance contracts worked on by that individual.
- Each resume shall be limited to two pages.

- (c) **Volume II – Section 2: Plan and Technical Approach for Phase 2 work** (This section will be evaluated in accordance with paragraph M.4.2.1)

This Section of the proposal shall be no more than **35 pages long**. The offeror shall address Phase 2 of the work and shall submit:

- (1) A plan that describes the offeror’s overall approach to accomplishing the Phase 2 work and that demonstrates an understanding of the technologies and methodologies to be employed and their expected results. The offeror’s technical approach shall provide a detailed description of the methodology that the offeror tentatively would suggest for each of the following nine scenarios:

Scenario	Description
1	Conterminous US & Hawaii Census-provided digital county source files that are of acceptable positional accuracy and that meet the age requirement. Contains: 100 percent features with attributes 100 percent structure locations
2	Conterminous US & Hawaii Census-provided digital county source files that are of acceptable positional accuracy and that meets the age requirement. Contains: 50 percent features with attributes 0 percent structure locations
3	Conterminous US & Hawaii Commercially available digital source file that is of acceptable positional accuracy and that meets the age requirement. Contains: 100 percent features with attributes 0 percent structure locations
4	Conterminous US & Hawaii Commercially available source data requiring feature extraction that is of acceptable positional accuracy and that meets the age requirement. Contains: 100 percent of features, usability based on the Contractor capability. 100 percent of structure locations, usability based on the Contractor capability.
5	Conterminous US & Hawaii Source data currently nonexistent. Requires commercial collection of all information that is of acceptable positional accuracy and that meets the age requirement. Contains: 100 percent of features, usability based on the Contractor capability. 100 percent of structure locations, usability based on the Contractor capability.
6	Puerto Rico Source data currently nonexistent. Requires commercial collection of all information that is of acceptable positional accuracy and that meets the age requirement. Contains:

	100 percent of features, usability based on the Contractor capability. 100 percent of structure locations, usability based on the Contractor capability.
7	Alaska Census Bureau-provided digital county source files that are of acceptable positional accuracy and that meets the age requirement. Contains: 25 percent features with attribution 0 percent structure locations
8	Alaska Source data currently nonexistent. Requires commercial collection of all information that is of acceptable positional accuracy and that meets the age requirement. Contains: Percentage of features depends upon proposed extraction capabilities Percentage of structure locations depends upon proposed extraction capabilities
9	Island Areas Source data currently nonexistent. Requires commercial collection of all information that is of acceptable positional accuracy and that meets the age requirement. Contains: 100 percent of features, usability based on the Contractor capability. 100 percent of structure locations, usability based on the Contractor capability.

(2) A plan for the development and implementation of a “Change Detection” process.

- **Background** - The MAF/TIGER Accuracy Improvement Project requires that all TIGER data be aligned to a specified accuracy that will allow enumerators to place themselves at the correct structure 100 percent of the time. Once the information in TIGER has been aligned properly, there is a requirement to ensure that the TIGER database remains accurate to within one year. Detecting changes that take place within selected areas and then updating the files to include all changes will maintain MAF/TIGER completeness and accuracy. The change detection information can be obtained from many sources and use different approaches that could include data such as remote-sensing satellites; state, local, and tribal government updates; and commercial vendor updates.
- **Change Detection Process Plan** - Offerors shall propose a Change Detection Process Plan that includes, as a minimum, the following:
  - An explanation for obtaining the coordinates of change areas and the type of change
  - An explanation of the accuracy associated with the change information
  - A description of change detection mechanics
  - An explanation of the timeliness of the change
  - An explanation of the approach for nationwide change reporting on an annual basis
  - An approach for the coordination of the initial change data through the updating of TIGER
  - An approach for maintaining the inventory of structures
- **Change Detection Process Plan Parameters** - Offerors shall include in this plan an approach to maintaining the TIGER database for the following land areas (with an option to provide maintenance for the Island Areas and selected portions of the state of Alaska).



- Conterminous U.S. and Hawaii -9,309,000 square kilometers
  - Puerto Rico - 9,000 square kilometers
  - Island Areas - 2,000 square kilometers
  - Selected portions of Alaska - 350,000 square kilometers (100 areas approximately 3,500 square kilometers each)
- (3) Program Management structure and Technical Teaming structure.
- (4) Configuration Management approach.
- (5) A proposed contract type or types, tying incentive or award fee to performance, with rationale for the proposed contract type(s). Fixed price elements may be proposed, also with rationale.
- (6) A Quality Assurance approach with a list of performance measures.
- (7) An assessment of the required availability and involvement of Census Bureau staff during contract execution, including timeframes for this involvement.
- (8) A description of the method of controlling Phase 2 costs to ensure the Census Bureau that cost growth will be controlled effectively during Phase 2 contract execution.
- (d) **Volume II – Section 2: Organizational Resources and Key Personnel for Phase 2 work** (This section will be evaluated in accordance with paragraph M.4.2.2)
- (1) Organizational Resources.** The offeror shall describe its organizational resources with regard to potential teaming during Phase 2 of the contract. The offeror shall provide the following information:
- A description of its potential Teaming Partners, their areas of specialization, and a discussion of how these Teaming Partners will work together with the prime Contractor and the Government to ensure the success of Phase 2 of the MAF/TIGER Accuracy Improvement Project.
  - A description of the offeror's and its subcontractors' personnel and nonpersonnel resources, and their availability for use on Phase 2 the MAF/TIGER Accuracy Improvement Project, as required.
  - A description of the organization of the offeror's MAF/TIGER Accuracy Improvement Project implementation team, including a discussion of whether these employees will be on site for the duration of the project or will be assigned to the project only for a limited time. The offeror also shall discuss how it envisions an interactive, working relationship with the Government's Project Team. In addition, the offeror shall address the management structure it envisions using and how this chosen management structure will contribute to the effective implementation of the MAF/TIGER Accuracy Improvement Project.

## **(2) Key Personnel Resumes**

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- The offeror shall provide **resumes of Key Personnel** who have been committed to performance on Phase 2 of the MAF/TIGER Accuracy Improvement Project. The Key Personnel, as designated by the offeror, are subject to the Key Personnel provisions of Section H.4.
  - In addition, the offeror shall provide **a letter of commitment** that provides evidence of the corporate intent to commit these Key Personnel in the service of the MAF/TIGER Accuracy Improvement Project from the date of commencement of Phase 2. The letter of commitment shall include the name of each person whose resume is provided and an indication of the percentage of time the employee will be assigned to this project. In addition, the letter of commitment shall certify that the Government shall have full accessibility to Key Personnel on demand, as required by the Government. The offeror shall insert this “Letter of Commitment” as the last page of Volume II, Section 2.
  - For each proposed Key Person who worked on any of the past performance contracts included in the past performance matrix (paragraph L.16.1.1.1.), the offeror shall identify the past performance contracts worked on by that individual.
  - Each resume shall be limited to two pages.
- (e) **Volume II – Attachment 1: Technical Solution Charts** (Attachment 1 will be evaluated in accordance with the evaluation criteria of paragraph M.4.2.1)
- (1) The offeror shall provide, as Volume II, Attachment 1 of its written proposal, hard copies (i.e., paper copies) of the oral presentation charts (a maximum of 50 charts) that the offeror will use during Session 1 of its Oral Presentation, per Section L.16.2. These charts shall address Phase 1, Phase 2, and/or the requirement as a whole, in any mix that the offeror finds appropriate.
  - (2) These hardcopy charts shall be exact copies of the charts that are to be presented at the oral presentation. No changes or additions will be allowed to the charts either prior to, or at the time of, oral presentations. Any charts that are changed or added will not be evaluated. If additional charts, or changes to the presented charts, are warranted following oral presentation discussions, the offeror will be directed by the Contracting Officer to submit these changes.
  - (3) Hard copy presentation charts shall be provided on standard 8.5x11 inch paper in landscape orientation, one chart per page. No chart text shall be smaller than 18 point except text contained in figures and tables can be smaller than 18 point, as long as the text is readable both on hard copy and on a viewing screen. Charts shall be numbered sequentially. Charts shall be printed on one side only, and punched with a 3-hole punch along the top margin.
- (f) **Volume II – Attachment 2: Subcontracting Plan**
- (1) 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. This subcontracting plan shall cover both Phase 1 and Phase 2 of the work.
  - (2) 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.

- (3) The offeror shall show each subcontractor’s business size and the percentage and type of workload estimated to be subcontracted.
- (4) 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.
- (5) The Contractor shall subcontract a minimum of **15 percent** of the **total contract price** to small business concerns. Contractors shall note that the GFYs 2002 and 2003 subcontracting goals (expressed in terms of a percentage of total planned subcontracting dollars) for the Department of Commerce are as follows:

	<u>2002</u>	<u>2003</u>
Small businesses (includes all below)	43 %	44 %
Small disadvantaged businesses	12 %	13 %
Women-owned small businesses	5 %	6 %
Hubzone small businesses	2.5 %	3 %
Veteran-Owned Small Businesses	4 %	4 %
Service-disabled Veteran-Owned Small Businesses	3 %	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:

Small disadvantaged businesses	_____ %
Women-owned small businesses	_____ %
HUBzone small businesses	_____ %
Veteran-owned small businesses	_____ %
Service Disabled Veteran-Owned Small Businesses	_____ %
Other small businesses	_____ %
	<u>          </u> %
Total small business percentage	_____ %

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

**L.16.1.4 Reserved**

**L.16.1.5 Written Proposal Submission Instructions**

- (a) Offerors shall confine their submission to established page limitations described later in this section. All pages, or any other material, in excess of the maximum number of pages stated will not be evaluated.
- (b) Each proposal volume shall be bound in a separate three-ring slant-D binder of minimum size to contain the material. The exception to this requirement is that the binder for Volume I shall be of sufficient size to also accommodate the Volume I Supplement. 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 7), 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 11 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.16.1.5.1 Written Proposal Organization**

<b>Proposal Volume</b>	<b>Date Due</b>	<b>Copies</b>	<b>Sections</b>	<b>Maximum Pages and Special Instructions</b>
<b>Volume I: Past Performance and Experience</b>	By 2/08/02	Orig. + 5	Past Performance Matrix	Limit of 15 projects submitted, formatted per Attachment L.1, plus diskette
<b>Volume I Supplement: Past Performance and Experience</b>	Proposal due date as specified in L.8	Orig. + 13	<b>Section 1:</b> Experience - Project Descriptions <b>Section 2:</b> Experience - Project Charts  <b>Section 3:</b> Qualification Data – Architect-Engineer and Related Services	No more than two pages each, plus diskette Hard copy of charts used in Session 2 of Oral Presentation; limit of 50 charts (pages) for entire oral presentation. No diskette required Hard copy of required forms, plus diskette
<b>Volume II: MAF/TIGER Accuracy Improvement Project Technical Solution &amp; Organizational Resources</b>	Proposal due date as specified in L.8	Orig. + 13	<b>Section 1:</b> Technical Solution/PWS for Phase 1. Organizational Resources  Key Personnel Resumes  <b>Section 2:</b> Plan and Technical Approach for Phase 2. Organizational Resources  Key Personnel Resumes  <b>Attachment 1:</b> Technical Solution Charts <b>Attachment 2:</b> Subcontracting Plan  <b>Attachment 3:</b> Representations and Certifications – Section K	Maximum of <b>50 pages</b> of hard copy, plus diskette  Maximum of two pages per resume, plus diskette (In addition to the 50 pages allowed for Section 1) Maximum of <b>35 pages</b> of hard copy, plus diskette  Maximum of two pages per resume, plus diskette (in addition to the 35 pages allowed above)  Maximum of 50 charts (in addition to the 85 pages allowed above) In addition to 85 page limit  Not required with technical proposal

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**L.16.1.5.2 Electronic Submission of Written Proposal Material**

Offerors shall submit written proposals on CD-ROM or diskette medium. If submitted on CD-ROM, the same file naming conventions (defined below) used for diskettes shall be used. Volumes I and II may be placed on a single CD-ROM.

- (a) For diskette submission, each volume of the written proposal shall also be submitted on a **separate** diskette having the following characteristics:

- (1) 3.5-inch, Double Sided, High Density (DSHD)
- (2) Formatted at 1.44 MB (high density)
- (3) Readable on an IBM PC-compatible system running Windows 95 and Office 97

The exception to this requirement is Volume I Supplement, Section 2 which shall be submitted in hard copy **only**.

- (b) Each diskette shall be clearly labeled, and each label shall state the following:

- (1) Offeror's name
- (2) Solicitation number
- (3) Date of the submission
- (4) Proposal volume (name, number, and section) contained on the diskette

- (c) If more than one diskette is required for a volume, each diskette shall be labeled as Disk "x" of "y" (e.g., Disk 1 of 2).

- (d) If there are any discrepancies between the electronic version and the hardcopy version submitted in response to this RFP, the hardcopy version shall take precedence.

- (e) Electronic files, either CD-ROM or Diskette, shall be named in accordance with the following conventions. Separate diskettes shall be provided for each of Volumes I, Volume I Supplement, and Volume II.

**L.16.1.5.2.1 Table of Electronic Submission Requirements and File Naming Conventions**

<b>Volume/Section</b>	<b>Format</b>	<b>File Naming Convention</b>
<b>Volume I</b>	Each Past Performance Matrix shall be contained in a separate MS Word file.	<b>V1-S1-PPxx.doc</b> (where “xx” is the sequential number of the past performance matrix)
<b>Volume I – Sup.</b>		
<b>Section 1</b>	Each Experience/Project Description shall be contained in a separate MS Word file.	<b>V1Sup-S1-Exx.doc</b> (where “xx” is the sequential number of the project description.)
<b>Section 2</b>	Experience – Project Charts - Hard copy Only	N/A
<b>Section 3</b>	<b>Section 3:</b> Qualification Data – Architect-Engineer and Related Services	<b>V1Sup-S3-AE.doc</b>
<b>Volume II</b>		
<b>Section1</b>	MS Word File	<b>V2-S1.doc</b>
<b>Section2</b>	MS Word File	<b>V2-S2.doc</b>
<b>Key Personnel</b>	Each Key Personnel resume shall be contained in a separate MS Word file. (Identify each as to Phase 1, 2, or both)	<b>V2-KPxx.doc</b> (where “xx” indicates the initials of the individual’s first and last name)
<b>Attachment 1</b>	Technical Solution Charts	N/A
<b>Attachment 2</b>	Subcontracting Plan	<b>V2-SP-A1.doc</b>
<b>Attachment 3</b>	Representations and Certifications – Section K	<b>V2-RC-SK.doc (not required with the Technical Proposal)</b>

**L.16.2 Oral Presentations**

- (a) Selected offerors shall provide an oral presentation of portions of their MAF/TIGER Accuracy Improvement Project proposal to the Government following submission of written proposals.
- (b) Following the receipt of written proposals, the Government will determine the order in which 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.
- (c) 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.
- (d) Offerors shall present no more than 50 viewgraph-style Technical Solution Charts (8.5x11 inch) during their oral presentations (Refer to L.16.1.3.2(e)). It is left to the discretion of the offerors as to the number of slides to be shown in each session, as long as the total number of charts presented during all sessions is within the 50-chart maximum. The presentation charts shall

highlight information in the presentation and shall be identical to those submitted with the written proposal.

### L.16.2.1 Oral Presentation Content

The oral presentation shall consist of four sessions which are described in detail in Section L.16.2.1.1 to L.16.2.1.4. These sessions are:

Session	Session Name	Maximum Allotted Presentation Time
<b>Morning</b>		
1	MAF/TIGER Accuracy Improvement Project Technical Solution – Phases 1 & 2	120 minutes
2	Past Performance Project	30 minutes
<b>Afternoon</b>		
3	Operational Capability Demonstration	As required
4	Discussion	As required

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.16.2.1.1 Session 1 - MAF/TIGER Accuracy Improvement Project Technical Solution

##### Phases 1 and 2

The offeror shall use this session to explain its technical solution to Phases 1 and 2 of the MAF/TIGER Accuracy Improvement Project.

#### L.16.2.1.2 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 the MAF/TIGER Accuracy Improvement Project, from design through implementation. 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 how they may be applied to the MAF/TIGER Accuracy Improvement Project; and



- 
- (5) Problems encountered and how they were resolved and which of those problems may be foreseen as arising in the MAF/TIGER Accuracy Improvement Project.
  - (b) The project presented during this session shall be one of the three projects from the offeror's Past Performance Matrix for which a project description has been provided pursuant to paragraph L.16.1.1.1.
  - (c) Should the offeror not be able to provide evidence of past performance through a single project that spans design through implementation, the offeror may, as needed, present its evidence through one or both of the remaining projects for which a project description has been provided in the written proposal. Projects for which a description has not been provided pursuant to paragraph L.16.1.1.1, however, may not be presented in this session.
  - (d) The offeror shall clearly designate in Block 1 of the Past Performance Matrix, pursuant to paragraph L.16.1.1.1, if the contract/project will be presented during this session.

#### **L.16.2.1.3 Session 3 – Operational Capability Demonstration (OCD)**

See attachment L.3 for guidance regarding the OCD.

#### **L.16.2.1.4 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.16.2.2 Oral Presentation Format**

##### **L.16.2.2.1 Facilities**

- (a) Offerors shall provide the facility in which the oral presentations are to be conducted. The facility shall be located within the Continental United States. The facility shall be large enough to accommodate approximately 22 Government personnel in addition to the offeror's oral proposal presentation team. The presentation shall begin at 9:00 a.m., local time unless the offeror is otherwise notified, and shall consist of a morning session (Sessions 1 & 2) and an afternoon session (Sessions 3 & 4). The expectation is that a full working day will be required to complete each oral presentation; however, if further discussion or demonstration time are required, or if other circumstances arise, the Government reserves the right to continue discussions the following day at the offeror's facility. Offerors shall schedule the facility to allow for this contingency.
- (b) The offeror shall provide a separate room of sufficient size for the Government's team to recess at any time during the oral presentations. This requirement is solely for the purpose of minimizing disruption to the surrounding environment.
- (c) Offerors shall provide written notice to the Contracting Officer of the location of the oral proposal facility within three (3) workdays following notification by the Government of the

date/time for the presentation. Included in this notice shall be the name and telephone number of the offeror's representative whom the Government should contact upon arrival at the facility, information concerning site access procedures (if required), information concerning parking location, a map of the facility (if required), building and room number, and any other logistical information that the offeror deems necessary.

#### **L.16.2.2.2 Authorized Presenters**

- (a) 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 following offeror personnel shall be present in the oral presentation facility.
  - (1) The proposed Program Manager for the MAF/TIGER Accuracy Improvement Project. This (This person shall be present at all sessions.
  - (2) One (1) company official who is authorized to negotiate on behalf of the offeror. This person shall be present only during Session 4, Discussion, and shall not be present during any other session.
- (b) There shall be no entry and exit allowed from the oral presentation facility once the first presentation begins, with the exception of break periods.
- (c) With the exception of (a), (1) and (2) above, only those individuals providing oral presentations shall be present.
- (d) It is at the discretion of the offeror as to which presentation personnel present a particular session or partial session. There is no limit on the number of presenters within a session, although there will be no additional time provided for introductions and/or set-up modifications.

#### **L.16.2.2.3 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 50 total, and shall be a replication of the presentation chart copies contained in the offeror's written proposal. Additional or modified images are not allowable during the oral presentation.

**Attachment L.1****Past Performance and Experience Matrix**

<b>1. Contract Identifier</b>
<b>2. Agency/Company for Which the Work Was Performed</b> <b>Contract Name (and Project Name, if applicable)</b>
<b>3. Contract/Order No.</b>
<b>4. Contract/Order Period of Performance</b>
<b>5. Contract/Order Type</b> <b>Original Total Dollar Value</b> \$ <b>Revised Total Dollar Value (if different)</b> \$
<b>6. Contract Modifications</b>
<b>7. Prime Contractor/Primary Performer</b>
<b>8. Major Subcontractor(s)</b>
<b>9. Small Business Participation</b>

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**10. Brief Description of the Project**

**11. Project Approach**

**12. Project Solution**

<p><b>13. Problems Encountered/Resolution</b></p>
<p><b>14. Quality Awards or Quality Certifications Received:</b></p>
<p><b>15. Contracting Officer</b></p> <p>Name</p> <p>Address</p> <p>Voice Telephone Number                      Fax Telephone Number</p> <p>E-Mail Address</p>
<p><b>16. Administrative Contracting Officer</b></p> <p>Name</p> <p>Address</p> <p>Voice Telephone Number                      Fax Telephone Number</p> <p>E-Mail Address</p>
<p><b>17. Contracting Officer's Technical Representative (COTR)</b></p> <p>Name</p> <p>Address</p> <p>Voice Telephone Number                      Fax Telephone Number</p> <p>E-Mail Address</p>

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**18. End-User Point-of-Contact**

Name

Address

Voice Telephone Number

Fax Telephone Number

E-Mail Address

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**19. Key Personnel Assigned to MAF/TIGER Accuracy Improvement Project**

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***Attachment L.2***

***Reserved***

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**Attachment L.3****Operational Capability Demonstration (OCD)****MAF/TIGER Accuracy Improvement Project**

**1. Purpose** – Offerors shall provide a demonstration of their capabilities to the Census Bureau for the following tasks:

- Correct TIGER
  - Realign current TIGER features to a level of accuracy that places an enumerator on the correct side of the street, in the correct census block, on the correct side of any boundary, and at the correct house 100 percent of the time. Offerors shall explain how the accuracy of non-GIS sources will meet this standard.
  - Add new features to TIGER
  - Propose deletions of outdated TIGER features
- Spot structures in which people can live or work
- Associate a mailing address with each structure
- Detect changes to the inventory of features and structures in an area over time

**2. Demonstration Areas** – The areas selected for the OCD shall include a variation of challenges that shall duplicate the demands currently encountered within the United States. The areas shall have the following characteristics:

- Dense urban
- Suburban
- Arid rural
- Heavy vegetation rural

**3. Demonstration Size** – Offerors may demonstrate their capabilities without processing a full county area. The area for the demonstration shall be approximately 30 square kilometers for each of the four types of areas outlined above plus 30 square kilometers for the demonstration of capabilities related to using existing GIS files, as discussed in section 4 below.

**4. Use of Existing GIS Files** – The use of state, local, tribal, and private-sector GIS files is paramount to this project. Offerors shall demonstrate the capability of merging information from an existing GIS file with TIGER. By providing a sample GIS file, the Census Bureau will be able to evaluate and then compare the methodologies of different offeror teams. In addition to the four demonstration areas described in section 2 above, offerors shall demonstrate their capabilities to deal with GIS files.

**5. Approach** – Four demonstration areas shall be selected by the offeror teams to demonstrate their capability for dealing with the four types of areas. The offerors may use whatever resources they wish to best show their capability. Each demonstration area will require correction of TIGER, spotting of structures, and associating a mailing address with each structure. The Census Bureau wants to see how offerors propose to meet the “attach an address to the structure coordinate” task. When submitting responses to this solicitation, offeror teams also shall provide a list of the four areas they will use to demonstrate their capabilities for the four types of demonstration areas. For the GIS file, the Census Bureau will choose the desired area and provide the GIS file one week prior to the scheduled OCD. The



offeror is not required to provide addresses for the GIS file provided by the Census Bureau. Note: The Census Bureau will not provide a sanitized (or any) MAF data for the demonstration areas.

**6. Format for Returning Demonstration Files** – All TIGER data for the demonstration area files are available in TIGER/Line format on the Census Bureau Web site. The existing GIS file provided by the Census Bureau will be in the form obtained from the state, local, or tribal source, and may be in any generally used GIS format. At the completion of the OCD, offerors shall provide completed files. Returned files shall be in either a TIGER/Line format or an ESRI-readable format. If an offeror team desires to provide the files in any **additional** format, a written request must be provided to the Contracting Officer for consideration.

**7. Maintaining the TIGER Database by Detecting Change** – Offerors shall demonstrate their ability to define any area of TIGER that requires updating from one period of time to another. Because there are many approaches to detecting change, offeror teams will not be constrained to demonstrating a particular approach. However, the offeror teams must provide their approach, in detail, to demonstrate that it can monitor and provide in acceptable form, the changes required by the Census Bureau.

**[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](http://www.arnet.gov)

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(End of provision)

### 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: (1) professional capabilities; (2) specialized experience and technical competence, as required; (3) capacity to accomplish the work in the required time; (4) past performance on contracts with respect to cost control, quality of work, and compliance with performance schedules; and (5), other special qualifications required by this solicitation. 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 EVALUATION FACTORS FOR AWARD

- (a) Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the Government's requirements in three (3) factors:

Factor 1	Capability
Factor 2	Organizational Resources and Key Personnel
Factor 3	Past Performance and Experience

The factors in M.3 above are cross-referenced to the selection criteria in M.2 above. This cross-reference to selection criteria in FAR 36.602-1 for Architect-Engineer Services is necessary to ensure that all appropriate, regulatory evaluation factors are considered in the evaluation process. The following cross-reference table establishes these relationships.

This Solicitation Document	Factor << X Ref	Factor X Ref >>	FAR 36.602-1 Selection Criteria
1. Capability	1	1, 2, 3, 6	1. Professional Capabilities
2. Organizational Resources and Key Personnel	2	2, 3, 6	2. specialized experience and technical competence
3. Past Performance and Experience	3	4	3. capacity to accomplish the work in the required time
			4. past performance on contracts with respect to cost control, quality of work, and compliance with performance schedules
		N/A	5. Location in the Geographical Area of the Project
			6. other special qualifications required by this solicitation

(b) The technical evaluation will be attained through a determination and analysis of strengths, weaknesses, and risks of each proposal. Technical risk will be included in the final evaluation of each factor and will not be evaluated as a separate factor. In the assessment of technical risk, the Government evaluators will consider all available information.

(c) The results of the technical evaluation of each proposal will be provided to the Selection Authority to support the selection decision.

**M.4 TECHNICAL EVALUATION**

**M.4.1 Relative Order of Importance of Technical Factors**

The Technical Factors, in their relative order of importance, are:

Relative Order of Importance	Factor	Importance
1	Capability	<i>Capability is the <b>most important</b> technical factor.</i>
2	Organizational Resources and Key Personnel	<i>Organizational Resources and Key Personnel is the <b>next most important</b> technical factor.</i>
3	Past Performance and Experience	<i>Past Performance and Experience is the <b>least important</b> factor.</i>

**M.4.2 Description of Technical Factors and Subfactors**

Detailed descriptions of the specific evaluation factors and subfactors, and the relative order of importance of the subfactors within a factor, are specified in the sections below.

**M.4.2.1 Factor 1: Capability**

Offerors will be evaluated to determine if they possess the professional qualifications necessary for satisfactory performance of the required services, their proposed core team is sized appropriately, and the

specialized experience proposed will give them the capacity to accomplish the work in the required time. Each offeror's proposed PWS, CWBS, and Contract Deliverables will be evaluated as critical elements in assessing the offeror's understanding of both required goods and services, and the work effort required to produce them. The Government will evaluate the offeror's proposal to ensure that a sound approach is proposed, and to ensure the offeror's ability to successfully achieve the Statement of Objectives (SOO). The evaluation will be based on:

- (a) Comprehensiveness of Solution. An assessment of the comprehensiveness of the offeror's solution in addressing the technical and management aspects of the requirement.
- (b) Completeness of Solution. An assessment of the level of reality and viability of the technology that the offeror has proposed in its solution. The Government desires a solution that is currently available, rather than the proposal of a "paper solution" or an untested/unproven system.
- (c) Feasibility of Solution. An assessment of the likelihood that the proposed solution can be fully developed to meet the Government's needs. The Government desires a feasible solution that has the potential to be fully developed to perform successfully and meet the schedule established for the MAF/TIGER Accuracy Improvement Project.
- (d) Operational Capability Demonstration (OCD). An assessment of an offeror-designed OCD highlighting its capabilities in the areas of improving accuracy of TIGER data, accurately associating TIGER structure locations with MAF addresses, and maintaining the currency of the street and structure information in MAF/TIGER by detecting change

#### **M.4.2.2 Factor 2: Organizational Resources and Key Personnel**

- (a) Organizational Resources: Each offeror will be evaluated on the basis of the organizational resources that it plans to make available to the MAF/TIGER Accuracy Improvement Project and their capacity to accomplish the work in the required time.
- (b) Teaming Partner Specialization: An assessment of the applicability of each partner's area of specialized experience and technical competence for the MAF/TIGER Accuracy Improvement Project. The Government desires a team consisting of partners whose experience is directly applicable to the directly relevant technologies and issues. Also, an assessment of the Contractor's ability to utilize small, small disadvantaged, women-owned, Hubzone, and service disabled veteran businesses whose experience is directly applicable and relevant to the MAF/TIGER Accuracy Improvement Project.
- (c) Team Comprehensiveness: An assessment of the level of comprehensiveness of the offeror's team, considering participation proposed for the teaming partners. The Government desires a comprehensive team that, through participation by both the prime and teaming partners, has the specialization and experience to deal with all issues arising during the MAF/TIGER Accuracy Improvement Project.
- (d) Personnel Availability: An assessment of the ability of the offeror to draw on personnel resources from its own and its subcontractors' resource pool, as required to support the MAF/TIGER Accuracy Improvement Project and any arising issues. The Government desires an offeror that has the ability, in a timely manner, to gather the amount and type of personnel resources required to accomplish the MAF/TIGER Accuracy Improvement Project in the required time.

- (e) Utilization of Existing Nonpersonnel Resources: An assessment of the ability of the offeror to utilize nonpersonnel resources from its corporate organization, as well as from its subcontractors' organizations. These resources may include, for example, existing management tools (e.g., contract management systems, procurement systems, project management tools). The Government desires a Contractor that is able, in a timely manner, to draw on the nonpersonnel resources of its corporate organization and of its subcontractors' organizations to accomplish the MAF/TIGER Accuracy Improvement Project, in the required time.
- (f) Key Personnel: Each offeror's identified Key Personnel will be evaluated to determine the breadth and depth of their experience as it relates to the PWS and the SOO. Offerors will be evaluated on examples of past performance wherein the capabilities of these key personnel contributed to the success of similar tasks. This subfactor is equal in importance to subfactors (a) through (e) above.

#### **M.4.2.3 Factor 3: Past Performance and Experience**

Past Performance and Experience will be evaluated using information submitted on SF 254 and SF 255, supplemented by information submitted on Attachment L.1.

- (a) The Government is seeking to determine whether the offeror consistently delivers quality services in a timely manner. This factor will be evaluated on the basis of relevant past performance and experience for each offeror and proposed teaming partners, during the last three years, on contracts consistent in scope and complexity with the MAF/TIGER Accuracy Improvement Project. The information presented in the offeror's proposal, together with information from any other sources available to the Government (e.g., Standard Forms 1421 (SF 1421), Government-controlled Contractor performance databases, Inspector General reports, General Accounting Office reports, newspaper articles, and references including contractual, technical, and end-user representatives), will provide the input for evaluation of this factor.
- (b) If the offeror has no single experience that encompasses all types of past performance defined in the subfactors below, the offeror may show past performance through a combination of projects that together show that work has been accomplished that is consistent in scope and complexity with the MAF/TIGER Accuracy Improvement Project. The past performance information may include the offeror's record of standards of good workmanship, administrative aspects of contract performance, overall quality of assigned personnel, availability, stability, reasonable and cooperative behavior, commitment to and business-like concern for the interests of the customer, quality of overall program management approach, record of awards or performance recognition earned, and overall client satisfaction.
- (c) Past performance that is technically relevant to this requirement will be of more value than nonrelevant past performance.
- (d) Offerors will be evaluated on past performance indicating the extent to which the offeror attained applicable goals for small business participation under contracts that required subcontracting plans.
- (e) Offerors will be evaluated on examples of past performance wherein the experience of the offeror has contributed to the success of similar contracts.

- (f) Offerors will be evaluated on examples of past performance wherein the infrastructure and resources of the offeror contributed to the success of similar contracts.
- (g) Offerors will be evaluated with respect to cost control, quality of work, and compliance with performance schedules.
- (h) A lack of any relevant past performance information will be treated by the Government as a neutral evaluation.

#### **M.5 ORDER OF PRECEDENCE**

If there are any discrepancies between the electronic version (i.e., diskette) and the hardcopy version of the offeror's proposal, the hardcopy version shall take precedence.

**[End Section M]**