



**PRINT 2010 ACQUISITION  
REQUEST FOR PROPOSAL**

**(Program 910)**

**Version - Draft RFP for Release**

**Prepared By:**

**U.S. Government Printing Office  
U.S. Census Bureau**

**April 2006**

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**SECTION A FORM SF-33**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   xx
2. CONTRACT NUMBER <b>910 (?)</b>	3. SOLICITATION NUMBER <b>Program 910</b>	4. TYPE OF SOLICITATION SEALED BID (IFB) <b>X</b> NEGOTIATED (RFP)	5. DATE ISSUED 04/26/06	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Government Printing Office Room A843, Stop CSAB 732 North Capitol Street, NW Washington, DC 20401		CODE	8. ADDRESS OFFER TO (If other than Item 7) <b>Mailing Address:</b> Bid Section U.S. Government Printing Office Stop: PPSB 732 North Capitol Street, NW Washington, DC 20404-0001 <b>Physical Address: (FEDEX, UPS, etc.)</b> Kerry Miller, Chief Acquisition Officer U.S. Government Printing Office Stop: CSAO 732 North Capitol Street, NW Washington, DC 20401	

NOTE:

**SOLICITATION CONVENIENCE PRINTING SERVICES**

9. Sealed offers in original and 10 copies, plus 6 CD-ROMs for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **Room C-161**, until 2:00 pm local time October 20, 2006.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL:</b>	A. NAME		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS	
			AREA CODE	NUMBER	EXT.		
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X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					

**OFFER (Shall be fully completed by Offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	



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

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
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 <i>(4 copies unless otherwise specified)</i>	ITEM
24. ADMINISTERED BY <i>(If other than Item 7)</i> CODE		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

## SECTION B SUPPLIES OR SERVICES AND COST/PRICE

### B.1 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 (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- [http://www.gpo.gov/acquisition\\_\[for Materials Management Acquisition Regulations \(MMAR\) Clauses or Provisions\]](http://www.gpo.gov/acquisition_[for Materials Management Acquisition Regulations (MMAR) Clauses or Provisions])
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for Commerce Acquisition Regulation (CAR) Clauses or Provisions]
- <http://www.arnet.gov/far> [for Federal Acquisitions Regulation (FAR) Clauses or Provisions]

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
CAR	1352.216-70	Contract Type	MAR 2000
CAR	1352.216-72	Minimum and the maximum Dollar Value of Task Orders	MAR 2000

### B.2 CAR 1352.216-70 CONTRACT TYPE (MAR 2000)

The Government may award multiple Indefinite Delivery/Indefinite Quantity (IDIQ) type contracts as the result of the issuance of this Request for Proposal (RFP) for services and supplies. Each proposal submitted must be priced on a separate Contract Line Item Number (CLIN) basis for a specific type of requirement. Individual Task Orders or delivery orders will be issued and awarded on either a Fixed Price Incentive Fee-Firm Target (FPI-F) basis and/or a Fixed Price Completion (FPC) basis. Each Task Order or delivery order will be issued in accordance with paragraph G.12 of the resultant contract. Each task order requirement will be negotiated and funded separately.

### B.3 CAR 1352.216-72 MINIMUM/MAXIMUM DOLLAR VALUE OF TASK ORDERS (MAR 2000)

During the term of the contract, the Government will issue, as a minimum, a task order valued at \$1,000,000.00. The cumulative value of all task orders issued under the contract shall not exceed the cumulative appropriation authority.

### B.4 GENERAL

(a) The resultant contract(s) shall be a vehicle for the Government to obtain Contractor(s) for the printing, finishing, and distribution (via United States Postal Service (USPS) mail or transport via commercial carriers) of the initial mailout/mailback, update/leave (U/L), bilingual, and replacement mailing (RM) questionnaire packages for the 2010 Census and related activities.

(b) The Period of Performance for the resultant contract(s) will be from March 15, 2007 (estimated date of award) through November 11, 2010 (estimated date of closeout), including options.

## B.5 INSTRUCTIONS FOR COMPLETING PRICE SCHEDULE (SEE PARAGRAPH B.6)

### B.5.1 Basic Requirements of the Fixed Price Incentive Fee-Firm Target Task Order [CLIN0001] (Program Management Operations), [CLIN 0004] (Option Requirement), [CLIN 0005] (2010 Census), [CLIN 0006] (Replacement Mailing) and [CLIN0007] (Project and Contract Closeout)

The Offeror shall price these CLINs on a Fixed Price Incentive Fee-Firm Target (FPI-F) basis.

CLIN	Requirements
CLIN0001	Program Management Operations
CLIN0004	Option Requirement
CLIN0005	2010 Census
CLIN0006	Replacement Mailing
CLIN0007	Project and Contract Closeout

The Offeror shall propose a fixed price amount, a target cost, and a target profit [fixed price amount = target cost + target profit] for the FPI-F requirements, as described in paragraph B.6. A fixed-price incentive (firm target) type contract specifies a target cost, a target profit, a price ceiling (but not a *profit* ceiling or floor), and a profit adjustment formula. These elements are all negotiated at the outset. The price ceiling is the maximum that may be paid to the Contractor, except for any adjustment under other contract clauses. When the Contractor completes performance, the parties negotiate the final cost and the final price is established by applying the formula. When the final cost is less than the target cost, application of the formula will result in a final profit being greater than the target profit. Conversely, when final cost is more than target cost, application of the formula will result in a final profit less than the target profit, or possibly in a net loss. If the final negotiated cost exceeds the price ceiling, the Contractor absorbs the difference as a loss.

*Contract Target Cost.* The initial establishment of the target cost objective in the resultant contract is based on the Government's analysis of the Contractor's proposal as compared to the Government's own cost estimate. The contractual target cost is, of course, the result of negotiation.

*Contract Target Profit.* The initial establishment of the target profit in the resultant contract is developed through the Government's analysis of the Contractor's proposal and the application of the weighted guidelines. The contractual target profit results from negotiation and represents the profit agreed to as reasonable for performance at the Contract target cost.

*Share Ratio.* The Offeror shall propose a share ratio or share formula for the FPI-F requirements as described in paragraph B.6. This ratio expresses the Government/Contractor sharing arrangement for cost risk. The sharing ratio, for example, is expressed as follows:

“70/30” [70% = Government share; 30% = Contractor's share]

*Contract Ceiling Price.* The Ceiling Price is the maximum amount the Government will pay, regardless of the Contractor's actual cost experience. The Offeror shall propose a ceiling price as described in paragraph B.6. The ceiling price differs from the Fixed Price Amount in that the price ceiling represents a figure that the Contractor is **not** expected to reach. This amount is negotiated.

Note to Offeror: In a FPI-F task order contract it is important to understand the “Point of Total Assumption (PTA).” *Definition:* The PTA is that point at which the combined actual cost and earned profit equals the ceiling price. From this point on, the FPI-F requirement becomes a Firm Fixed Price (FFP) requirement with a sharing arrangement of “0/100.” The PTA is important because it represents the point at which the Contractor bears total cost responsibility through contract completion.

## **B.5.2 Basic Requirements of the Fixed Price Completion Contract Task Order**

### **B.5.2.1 [CLIN0002] (Technical Collaboration and Consulting Services)**

The Offeror shall propose a fixed price amount as described in paragraph B.6 for Technical Collaboration and Consulting Services. The product of the resultant contract Task Order for CLIN0002 is a report showing the results achieved through the application of the required level of effort (as expressed in dollars in the Cost Proposal and hours in the Technical Proposal).

### **B.5.2.2 [CLIN0003] (Travel)**

This Task Order is for the reimbursement of travel related costs. The Offeror shall propose a fixed price amount for travel as described in paragraph B.6, based on the metrics provided in Section C and assumptions in Section B.9. Upon award of the resultant contract, a task order will be awarded to the Contractor for travel costs. The Contractor shall submit an invoice for reimbursement of travel costs upon completion of the travel. As travel funding is depleted or expended, the Government will issue a modification for additional funding as required. Therefore, this fixed price amount will be funded on an as-needed basis. The Contractor shall only be reimbursed for actual costs incurred, required to accomplish the tasks outlined in the resultant contract/task orders. The Government will compensate the Contractor for incurred costs that are determined to be reasonable, allowable, and allocable. Travel is limited to site specific travel, unless prior written authorization has been obtained from the CO. Only travel expenses in compliance with the Federal Joint Travel Regulations (FJTR) will be reimbursed as stated in the Statement of Work (SOW) and Materials Management Acquisition Regulations (MMAR) 31.205-46.

## **B.6 PRICE SCHEDULE (FOR EVALUATION AND PRICING PURPOSES ONLY)**

This section supplies the pricing schedules/templates that Offerors shall use when responding to the RFP. Offerors shall also refer to the instructions in Section L for complete pricing instructions.

This is an IDIQ type contract with FPC Task or Delivery Orders placed against the contract CLIN0002 and CLIN0003, and FPI-F Task Orders placed against CLINs 0001, 0004, 0005, 0006 and 0007. All references to “year” refer to the Government fiscal year.

**Table 1 CLIN Definitions and Effective Dates**

<b>CLIN</b>	<b>Requirements</b>	<b>Task Order Type</b>	<b>Dates</b>
CLIN0001	Program Management Operations	Fixed-Price Incentive Fee-Firm Target (FPI-F)	March 15, 2007 - November 11, 2010
CLIN0002	Technical Collaboration and Consulting Services	Fixed-Price Completion (FPC)	March 15, 2007 - March 14, 2009
CLIN0003	Travel	Fixed-Price Completion (FPC)	March 15, 2007 - March 14, 2009

CLIN	Requirements	Task Order Type	Dates
CLIN0004	Option Requirement	Fixed-Price Incentive Fee-Firm Target (FPI-F)	September 28, 2007 – April 18, 2008
CLIN0005	2010 Census	Fixed-Price Incentive Fee-Firm Target (FPI-F)	December 18, 2008 - March 17, 2010
CLIN0006	Replacement Mailing	Fixed-Price Incentive Fee-Firm Target (FPI-F)	March 13, 2010 - April 21, 2010*
CLIN0007	Contract Closeout	Fixed-Price Incentive Fee-Firm Target (FPI-F)	April 22, 2010 - November 11, 2010

\* Subject to the approval of the final 2010 Census Schedule

Offerors are advised to provide any logic or calculations used to derive proposal pricing as indicated in Section L of this solicitation. If speeds/rates for equipment are provided, they shall be based on current, readily available information that the government can independently verify. If speed increases in equipment are due to increased automation or new planned equipment installs, again this information shall be independently verified by the equipment manufacturer, either through publicly available advertising or through a signed statement from the manufacturer, to include verification of the planned commercial implementation of the technology. Estimates or projections on speeds/rates based on assumptions on technology advances that are not yet publicly available or planned in the near future will be considered invalid.

This section supplies the pricing schedule/templates that Offerors shall use to provide pricing information to meet the requirements in the SOW. Offerors shall also refer to the instructions in Section L for complete pricing instructions. Offerors shall propose fully loaded rates in Table 2A, 2B, 2C, 2D and 2E. The tables contain U.S. Government Printing Office (GPO) and U.S Census Bureau anticipated labor categories; Offerors are free to propose other job categories if they perceive the need based on the Performance Work Statement (PWS).

**Table 2 Pricing Schedule**

PRICING SCHEDULE						
CLIN	DESCRIPTION	Fixed Price Amount	Target Cost	Target Profit	Share Ratio	Ceiling Price
0001	Program Management Operations (See Section C.3.1.4.1)	\$	\$	\$		\$
0001AA	Meetings (See Section C.3.1.3)	NSP	NSP	NSP	N/A	NSP
0001AB	Reports (See Section C.3.1.4.11)	NSP	NSP	NSP	N/A	NSP
0001AC	Plans (See Section F)	NSP	NSP	NSP	N/A	NSP
0001AD	Interface Requirements (See Section C.3.1.2)	NSP	NSP	NSP	N/A	NSP
0002	Technical Collaborations and Consulting Services (See Section C.3.2)	\$	N/A	N/A	N/A	N/A
0003	Travel (See Section C.2.6)	\$	N/A	N/A	N/A	N/A
0004	Option Requirement(s):					
0004AA	Dress Rehearsal (See	\$	\$	\$		\$

PRICING SCHEDULE						
CLIN	DESCRIPTION	Fixed Price Amount	Target Cost	Target Profit	Share Ratio	Ceiling Price
	Section C.3.4)					
0005	2010 Census (See Section C.3.5)	\$	\$	\$		\$
0006	Replacement Mailing (See Section C.3.5.3)	\$	\$	\$		\$
0007	Project and Contract Closeout (See Section C.3.6)	\$	\$	\$		\$

NSP = Not Separately Priced

In order to derive the fixed price amounts for proposals for CLIN002, Technical Collaboration and Consulting Services, Offerors shall determine appropriate labor categories, rates, and hours required. Offerors shall use the following tables to provide this data. (See Table 1 for descriptions of the periods of performance.) Labor categories may be added to these tables; however, the sample numbering scheme for categories shall be maintained.

2A. 6 ½ Month Base Period

CAT	DESCRIPTION	UNIT	UNIT PRICE*
001	SR. PROJECT MANAGER	HR	\$
001a	DATA TECHNICIAN	HR	\$
001b	CONSULTANT	HR	\$
001c	SUBJECT MATTER EXPERT	HR	\$
001d	TRAVEL	Amt	

2B. Option Year One

CAT	DESCRIPTION	UNIT	UNIT PRICE*
101	SR. PROJECT MANAGER	HR	\$
101a	DATA TECHNICIAN	HR	\$
101b	CONSULTANT	HR	\$
101c	SUBJECT MATTER EXPERT	HR	\$
101d	TRAVEL	Amt	

2C. Option Year Two

CAT	DESCRIPTION	UNIT	UNIT PRICE*
201	SR. PROJECT MANAGER	HR	\$
202a	DATA TECHNICIAN	HR	\$
202b	CONSULTANT	HR	\$
202c	SUBJECT MATTER EXPERT	HR	\$
202d	TRAVEL	Amt	

## 2D. Option Year Three

CAT	DESCRIPTION	UNIT	UNIT PRICE*
301	SR. PROJECT MANAGER	HR	\$
303a	DATA TECHNICIAN	HR	\$
303b	CONSULTANT	HR	\$
303c	SUBJECT MATTER EXPERT	HR	\$
303d	TRAVEL	Amt	

## 2E. Option Year Four

CAT	DESCRIPTION	UNIT	UNIT PRICE*
401	SR. PROJECT MANAGER	HR	\$
404a	DATA TECHNICIAN	HR	\$
404b	CONSULTANT	HR	\$
404c	SUBJECT MATTER EXPERT	HR	\$
404d	TRAVEL	Amt	

The total period of performance shall not exceed 60 months. The periods of performance are defined as follows:

Base period:	*[Date of Award (DOA)] through [6½ months]
1 <sup>st</sup> Option Year:	*[12 months starting the day after the expiration of the base period]
2 <sup>nd</sup> Option Year:	*[12 months starting the day after the expiration of option year 1]
3 <sup>rd</sup> Option Year:	*[12 months starting the day after the expiration of option year 2]
4 <sup>th</sup> Option Year:	[ACTUAL DATES TO BE INSERTED UPON AWARD]

*\*The Offeror shall propose fully loaded hourly rates*

## B.7 FISCAL YEAR AMOUNTS

Proposals shall be developed reflecting the anticipated March 15, 2007 contract start date with base period of 6½ month performance period, thereafter referred to as the base period. Three subsequent option periods of approximately 12 months each follow the base period and shall be priced in accordance with this section. Be advised that if an amendment extends the closing date for the RFP, this performance period may also be extended.

The Offeror shall also restructure the Pricing Schedule provided in Section B.6 into the periods of performance provided in the following table for government evaluation purposes.

**Table 3 Pricing by Fiscal Year Table**

OPTIONS	DATES	TOTAL Priced Amount
Base	March 15, 2007 - September 30, 2007	
Option 1	October 1, 2007 - September 30, 2008	
Option 2	October 1, 2008 - September 30, 2009	
Option 3	October 1, 2009 – September 30, 2010	
Option 4	October 1, 2010 – November 11. 2010	

## **B.8 EFFECTIVE PERIOD OF PERFORMANCE**

The effective period of performance shall be a base period from March 15, 2007 (anticipated DOA) to September 30, 2007 (End of Fiscal Year) with three additional option periods as provided in Sections B.6 and H.2.

## **B.9 PRICING ASSUMPTIONS, INSTRUCTIONS AND NOTES**

For pricing and evaluation purposes only, the Offeror shall submit a price based on its experience and its solution to meet the Government's requirements as stated in Section C of this RFP and the assumptions/instructions stated below. Cost proposals/pricing shall also be in accordance with the instructions in Section L.

### **B.9.1 General Assumptions**

**For pricing purposes only**, the Offeror shall assume the following:

- a) All references to "year" will mean the Government fiscal year.
- b) Contract performance will begin on March 15, 2007 (Date of Award)
- c) Program Management Operations will begin on March 15, 2007 and complete November 11, 2010. The Offeror shall propose 1 Full Time Equivalent (FTE) at 2000 hours per fiscal year.
- d) Technical Collaborations and Consulting Services will begin March 15, 2007 and will complete March 14, 2009. The Government expects to contract for 4,000 hours of effort during this period. The Offeror shall propose the labor mix based on their analysis of the PWS.
- e) Two (2) trips per month shall be proposed beginning March 15, 2007 through March 14, 2009.
- f) Dress Rehearsal (DR) will begin September 28, 2007 and complete on April 18, 2008.
- g) 2010 Census will begin December 18, 2008 and complete on March 17, 2010.
- h) The RM will begin March 13, 2010 and complete on April 21, 2010 (Subject to the approval of the final 2010 Census Schedule).
- i) Project and Contract Closeout will begin April 22, 2010 and complete November 11, 2010.

[End Section B]

## SECTION C PERFORMANCE WORK STATEMENT

### C.1 MMAR 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- [http://www.gpo.gov/acquisition\\_](http://www.gpo.gov/acquisition_) [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
CAR	1352.211-70	Statement of Work/Specifications	MAR 2000
CAR	1352.237-70	Reports	MAR 2000

### C.2 GENERAL SCOPE

#### C.2.1 Background

The Census Bureau is the primary source of basic statistics about the population and economy of the nation and is best known for the decennial census. The census is mandated by the Constitution of the United States, which calls for enumeration of the people every ten years. The main data collection methods of a decennial census are collection of respondent data from paper questionnaires and telephone, and then collection of respondent data by census workers sent into the field. The Census Bureau has or will award several contracts to support these efforts. The GPO will support the 2010 Census by contracting for the printing, finishing, and distribution (via USPS mail or transport via commercial carriers) of the initial mailout/mailback, update/leave, bilingual, and replacement mailing questionnaire packages.

The Government will award this contract based on best-value principles to the Contractor(s) whose proposal(s) provide the greatest overall value to the Government, when price and other factors are considered. The various decennial census contractors will be required to work together under Government directions to create the integrated processes and systems required to complete the 2010 Census.

The printing process begins in 2007, when Contractor(s) shall participate in the processes of reviewing and refining specifications for the 2008 DR print products, as well as the 2010 Census print products. The Census Bureau will also conduct initial activities for a dress rehearsal of nearly all operations planned for the 2010 Census, including the printing activities. The 2008 DR printing will model all work for the larger Print 2010 effort.

Final preparations for Print 2010 will begin in 2008. The Contractor(s) shall secure and guarantee print facilities, staffing, printing supplies, and all related equipment. Automation and infrastructure build-out will begin. Approximately 190 million questionnaire packages are expected to be printed and delivered under the scope of this contract.

For Print 2010, the Government has added a new print effort, a “Replacement Mailing”. That is, a second mailing will be sent to those housing units that do not respond to the initial mailing. The Government will require the Contractor(s) to address and mail approximately 40 million RM questionnaire packages within about ten (10) work days. The RM effort may provide significant return on investment by reducing field follow-up costs. In addition, the potential increase in self-response would provide additional confidence to the Government and the American public in the 2010 Census results.

### **C.2.2 CAR 1352.211-70 Statement of Work/Specifications (MAR 2000)**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the SOW in this RFP.

### **C.2.3 Contract Management**

The GPO is the contracting agency for the Print 2010 contract. As the contracting agency, the GPO has the authority, through a duly appointed CO, to enter into, administer, and/or terminate this contract and make related determinations and findings. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the MMAR, the (FAR), and the Commerce Acquisition Manual (CAM).

### **C.2.4 Period of Performance**

The contract shall become effective on the date of award. All work to be performed shall be issued and awarded by individual task orders. Each task order shall specify the period of performance to accomplish a specific SOW, as set forth in Section C of this RFP. It is anticipated that the work detailed in CLIN0001 (Performance Management Operations) will start at contract award [Estimated date of Award: March 15, 2007] and continue through Contract Closeout [Estimate: November 16, 2010]. The base year for contract performance is expected to be in effect for 6½ months from date of contract award, and remain in effect for three consecutive 12-month periods unless terminated in accordance with applicable clauses. The final option period shall be less than 12 months.

**Table 4 SOW Period of Performance**

<b>Print 2010 Contract</b>	<b>Dates</b>
Base	March 15, 2007 - September 30, 2007
Option 1	October 1, 2007 - September 30, 2008
Option 2	October 1, 2008 - September 30, 2009
Option 3	October 1, 2009 – September 30, 2010
Option 4	October 1, 2010 – November 11, 2010

### **C.2.5 Performance Standards**

The Contractor shall develop and provide the following material and services in accordance with this SOW. Unless indicated otherwise, performance standards shall be in accordance with GPO and Census Bureau regulatory guidances. Additional definitions of terms can be found in Appendix A (Definitions) and Appendix B (Acronyms and Abbreviations) in Section J of this document.

### **C.2.6 Travel Requirements (CLIN0003)**

Travel necessary for the performance of this contract shall be reimbursed in accordance with the SOW, MMAR 31.205-46, and the FJTR. Unscheduled travel shall require prior Government coordination

and approval in writing, on a case-by-case basis by the CO or his/her authorized representative. Note that projected travel costs shall be identified as a separately priced cost amount (see CLIN0003) in the Offeror's proposals, in accordance with Section L and the pricing assumptions in Section B.9. The Contractor shall furnish the following information to the CO or designated representative prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling, and e) estimated cost of travel. Travel costs include per diem, car rental, local ground transportation, airfares, and other applicable and allowable expenses. Travel costs do not include the wages and salaries of the travelers. Per Diem shall not exceed rates authorized by the FJTR in effect at the time the expense is incurred. Other costs, including allocated direct costs and indirect costs, shall not be reimbursed under this CLIN.

### **C.2.7 Contractor/Government Relationships**

The relationship of the Contractor and the Government shall at all times be that of independent Contractor. The Contractor shall have exclusive supervisory authority and responsibility over employees. The Government shall manage the contract but will not exert control or supervision over contractor employees.

### **C.2.8 Language of Contractor Employees**

All Contractor employees shall either be literate in English or have a translator available at all times who can read, speak, and understand the language in order to ensure all operational, safety, health, security, and contract requirements are met. The Contractor shall ensure communications are provided at a level such that employees can understand instructions; operate, maintain, repair, or in some way interact with the equipment; and converse with the customer.

### **C.2.9 Standards of Conduct**

In accordance with MMAR Subpart 3.101, all Contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The Government reserves the right to refuse to permit any Contractor employee to perform services under this contract who is not in compliance with requirements of this contract (such as Security Clearance requirements). The Contractor shall remove any employee whose conduct or appearance reflects disgrace or dishonor upon the Government. In such cases, the CO will advise the Contractor of the reason for requesting an employee's removal. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the specified tasks outlined herein.

### **C.2.10 Quality Control**

The Contractor shall be responsible for the quality, technical, logistical, and financial accuracy of work performed, and for the coordination of all aspects of performance. The Contractor shall establish and maintain a written Quality Assurance Surveillance Plan (QASP), to be available for the Government to review within 120 calendar days after contract award [expected: March 15, 2007] to ensure the requirements of the contract are met. The Plan shall be prepared in accordance with the requirements in this SOW.

### **C.2.11 Regulations and Laws**

Any Contractor personnel working on this contract are required to adhere to sound environmental practices and all applicable Environmental Protection and Enhancement laws and regulations. Environmental protection matters shall be coordinated with the CO or designated government representative.

### C.2.12 Compliance Requirements

The CO, designated government representative, or other regulatory officials on a non-notice basis may inspect any of the facilities occupied or serviced by the Contractor. Access for inspection by authorized personnel shall be granted upon request.

### C.2.13 Citations

The Contractor shall indemnify and hold the Government harmless for any fines and penalties received or issued as a result of its failure to comply with environmental laws, regulations, or orders unless such fines or penalties are incurred as a result of specific instructions by the CO, after the Contractor has informed the CO of the potential violation. The Government shall have the right to offset any such monies due.

### C.2.14 Transition

It is the intent of both the phase-in and phase-out provisions to allow seamless transition between phases and allow for the cooperative transfer of task execution between contractors as needed.

## C.3 SCOPE

The Government is seeking prime Contractor(s) that can provide the printing, finishing, and distribution of 2010 Census initial questionnaire packages, bilingual questionnaire packages, and replacement mailing questionnaire packages. This work includes all planning activities; coordination with Census and other organizations; meetings (involving travel); creating and tracking adherence to schedules; obtaining all personnel and facilities; and maintaining security of related systems, information products, data, and personnel. The contract scope also includes participation in all tests leading up to the 2010 Census, i.e., the 2008 Dress Rehearsal (DR) and any mini-tests or prototypes required. It also includes interfacing with the USPS and the Decennial Response Integration System (DRIS) contractor responsible for the data capture. This effort continues through the closeout of Print 2010 operations.

The use of automated printing, finishing, quality control, and mailing technologies will be required to complete the Print 2010 contract. The high volumes and short timeframes defined in this SOW clearly exclude hand insertion and other manual processes as appropriate methods for this work. From a security standpoint, manual interaction with questionnaire packages should be minimized. However, automation shall be implemented with proven technologies that meet contract requirements, including questionnaire structure. The Government will evaluate efficiencies gained from technologies that have not been tested at the time of contract award or that cannot be tested prior to the 2008 DR.

While subcontracting and teaming is encouraged, the prime Contractor(s) (i.e., offeror(s)) is solely responsible for management of these subcontractors. Any service level agreements (SLAs), penalties, or incentives will be applied to the entire team of vendors. The prime Contractor(s) shall organize/agree with its subcontractors on the division of any penalties/incentives across the team; the Government will not be involved in any such discussions. **The prime Contractor(s) shall be either a printer or mailer.**

### C.3.1 Program Management Operations (CLIN 0001)

The Contractor shall manage all Print 2010 tasks in a manner that allows completion of Print 2010 objectives within the schedule, cost, quality, scope, and technical baselines.

The Contractor shall provide for the management, administration, and documentation of the Print 2010 contract, which includes the provision of all staff, facilities, systems, equipment, processes, procedures, training, Quality Assurance/Quality Control (QA/QC), security etc., necessary to initiate, execute, monitor, provide status, control, secure, and close-out the functions required by this SOW.

### **C.3.1.1 Communication with the Government**

The Contractor shall establish and maintain effective communication with the Government.

Communication is essential at all levels of the program:

- The Contractor shall consistently take steps to understand the Government business and technical issues.
- The Contractor shall work collaboratively with Government subject matter, technical, statistical, geographical, systems analyst and security staff to ensure the detailed Print 2010 specifications and related efforts meet Government requirements and lead to the success of the 2010 Census.
- The Contractor shall coordinate its efforts with the Government and other 2010 Census contractors to ensure success of the Print 2010 acquisition and the 2010 Census.
- The Contractor shall provide insight into issues or problems to be addressed, along with a recommended solution listing current technical, quality assurance, and operational problems during the design specification, development, testing, deployment, production, and close-out.
- The Contractor shall recommend solutions to maintain cost, schedule, quality, and technical baselines.

### **C.3.1.2 Interfaces**

The Contractor shall provide the technically qualified printing, finishing, and mailing expertise to support the Census Bureau in its interactions with the GPO, the USPS, and the DRIS contractor(s) to refine complete specifications for the 2008 DR and 2010 Census. These interfaces shall continue throughout the course of the contract. The Contractor shall attend some of these meetings in person in Washington, D.C., or at an alternate location. However, for many meetings, attendance via teleconference will be acceptable.

Based on direction from the Contracting Officer/Contracting Officer's Technical Representative (CO/COTR), the Print 2010 Contractor shall work with Print 2010 stakeholders to analyze, design, develop, integrate, test, deploy, implement, and support the status of the Print 2010 solution.

#### **C.3.1.2.1 GPO/Census Bureau Interfaces**

During performance the appropriate Contractor staff shall attend (either in person or via teleconference) Print 2010 contract meetings, forms design requirements meetings, technical interchanges, working meetings, specification walk-throughs, and other team meetings as directed by Government. The purpose will be to provide the Contractor with an overall understanding of goals, objectives, and specifications for the 2008/2010 printing work, and to obtain technical feedback and recommendations in a timely manner in order to make any required adjustments. The Contractor shall also participate in the development of QA/QC methodologies and tools.

#### **C.3.1.2.2 USPS Interface**

The Census Bureau and the USPS share a unique relationship during a decennial census. Detailed planning is required to ensure that the hundreds of millions of mailpieces sent by the Government to the public arrive in households on schedule. The Census Bureau will manage the overall relationship with the USPS, with the Print 2010 Contractor as an integral part of the team. The Contractor shall be required to work with USPS regional staff and staff assigned at the national level as required. Decisions on such issues as securing design approvals, selecting postal services, and establishing rates will be made at the national level.

### **C.3.1.2.3 DRIS Interface**

During performance, appropriate Contractor staff shall attend (either in person or via teleconference) DRIS requirements meetings, technical interchanges, working meetings, specification walk-throughs, and other team meetings as directed by Government. The purpose will be to provide the Contractor with an overall understanding of goals, objectives, and specifications for the 2008/2010 printing work, and to provide technical feedback and recommendations in a timely manner in order to make any required adjustments in the 2010 Data Capture Systems. The Contractor shall work with the Government to establish an effective transfer of address files that meet strict security standards and operational objectives.

### **C.3.1.3 Meetings**

The Contractor shall participate in business and technical interchange meetings with the designated personnel from each organization. The Contractor shall not initiate meetings with Government personnel who work for organizations without prior COTR notification.

The Contractor shall take minutes for the meetings. Within three (3) working days after a meeting, the Contractor shall provide meeting minutes to the Government. The Government will provide comments or revisions within three (3) working days of receipt of minutes. The Contractor shall provide the final version of minutes within three (3) working days after receipt of the Government's comments or revision.

Meetings between the Government and the Contractor may take place in person or via conference calls. The Contractor shall provide sufficient meeting space and ensure the telecommunications equipment can support staff calling into a meeting from multiple locations.

#### **C.3.1.3.1 Contract Startup and Kick-off Meeting**

On a date specified by the Government after contract award, the Contractor shall meet with the Government and other key Print 2010 personnel to review the activities required to initiate and manage the contract. The Contractor shall work with the Government to schedule a contract kick-off meeting. The purpose of the kick-off meeting is to:

- Introduce the major project participants.
- Communicate the project background, scope, and schedule.
- Ensure a common understanding of the contract and all obligations and responsibilities of the Contractor and the Government.
- Review the activities required to initiate and manage the contract.
- Inform the team of necessary administrative items.

### **C.3.1.4 Management and Operations**

Printing operations, and all test operations leading to them, shall be conducted consistently with GPO Quality Assurance Through Attributes Program (QATAP) standards (GPO Pub. 310.1, effective May 1979 (Rev 8-02)), industry standards, and SOW requirements. In addition, the Government expects the management of the contract to include operations consistent with the size and complexity of this effort. In essence, the Contractor shall plan thoroughly, adhere to these plans, and provide proof of adherence to these plans.

It is **critical** that when issues or problems arise, the Contractor informs the Government in a timely manner and provides all necessary details, as well as suggests possible solutions. The Contractor shall NOT implement any change or “fix” while in production mode without consulting Government counterparts, as very small changes in forms or packages may have very large and unexpected impacts on census data.

#### **C.3.1.4.1 Program Management**

The Contractor shall develop, deliver, maintain, and adhere to the Print 2010 Program Management Plan (PMP) that includes the management strategy and processes for all Print 2010 efforts. At a minimum, the Print 2010 PMP shall:

- Establish the project organization, structure, authority, roles, responsibilities, and reporting relationships.
- Establish a master schedule and procedures for updates.
- Establish the contracted site operations organization, structure, authority, roles, responsibilities, and reporting relationships.
- Establish project management procedures and policies.
- Define interfaces between the project and the Government.
- Establish reporting requirements and processes.
- Establish performance metrics and baselines, as well as a schedule for gathering, monitoring, and reporting these performance parameters.
- Describe cost and schedule reporting mechanisms.
- Include any other special requirements the contractor deems necessary to successfully perform the contract.

#### **C.3.1.4.2 Resource Management**

The Contractor Management Team (CMT) shall:

- Guarantee availability of facilities, operations, and other resources for the 2008 DR, any tests as needed, and the 2010 Census.
- Ensure the sufficiency and availability of all necessary resources, to include staff, equipment, ink, paper, envelopes, and all other related items.
- In teaming arrangements, ensure the appropriate management and coordination of subcontractors, ensuring that all team members uphold their responsibilities.
- Provide a secure data center for processing of large address files.

### **C.3.1.4.3 Staff**

Sufficient knowledgeable and skilled staff is essential to 2010 printing, finishing, and mailing operations. The CMT shall:

- Ensure staff has appropriate skill levels, experience, and communication abilities to do their jobs effectively and to communicate progress or issues in a timely manner to government representatives.
- Clearly define roles and responsibilities to include identifying shift leads/points of contact for the Government, as well as individuals with management and contractual authority.
- Provide staff training on equipment use and operation, as well as in processes.
- Ensure staff is adequately trained in security measures and policies.

### **C.3.1.4.4 Operational Management**

The Government considers preparation and planning key to the success of this project. Managers shall be experienced in swiftly identifying and addressing issues during production. The CMT shall:

- Provide production plans and workflow processes that include facilities, machinery/equipment capabilities and capacity.
- Provide and maintain schedules.
- Maintain all planned schedules, inform the Government of any schedule issues immediately, and make schedule modifications only after consulting with the government.
- Develop and follow a QASP.
- Provide contingency plans to address major potential risks to production operations and be prepared to implement these plans on short notice.
- As part of standard processes, employ appropriate change control, standards/processes, and audits to include identification and implementation of improvements.
- Create regular written reports providing status, production, and/or other information by week, month, or another defined period, as agreed to after contract award, which will provide the formal performance report for the project/contract. The government reserves the right to audit these reports and verify their accuracy.
- During production, provide near real-time reporting on performance measures using automation as appropriate. The Census Bureau anticipates implementing a web portal to provide the vehicle for this near real-time information to be communicated to Census stakeholders. Information to be communicated shall include, at a minimum, the measures outlined in the QA/QC section, as well as summaries of standard production information, such as production rates for each product, finishing and shipping rates, availability of ink and paper, and data regarding adherence to schedules.
- Collaborate and communicate with Census and the USPS to enable mail tracking with Confirm Service, obtain the maximum possible postal discount automation rates using CASS/PAVE software, provide preproduction samples as required, and facilitate effective entry of the mail into the mailstream to achieve the specified delivery dates in this RFP.
- Collaborate and communicate with the Government on final form specifications, quality, production schedules, and issues.

### **C.3.1.4.5 Production Plan**

The Contractor shall submit production plans 90 calendar days prior to the start of printing operations for both the 2008 DR and 2010 Census. A production plan for each subcontractor shall be submitted as part of the overall production plan. Minimum requirements to be included in the plans are:

- A flow chart containing the proposed overall step-by-step methods of production.
- Purchase and delivery date for paper and ink supply.
- The number and types of presses for each item, including the output capacity of each press and machine.
- The proposed scheduled start-up dates of all phases of production, length of the production period for each operation, anticipated quantity completion rate per production day for each item and operation, and number of days of operation and work shifts.
- Transportation and storage of each product, including the storage of the final product until final shipment is made.
- Procedures, to include procedures for recovery of all spoiled or destroyed items.

### **C.3.1.4.6 Quality Assurance Surveillance Plan (QASP)**

The Contractor shall develop, deliver, maintain, and adhere to a QASP that identifies the quality standards and processes for evaluating overall project performance on a regular basis to provide confidence that the project shall satisfy relevant quality standards. A QASP is required for each resultant contract in accordance with MMAR Subpart 46.401(a), "Government Contract Quality Assurance." The QASP provides the Government with an essential tool for monitoring and evaluating the Contractor's performance.

The QASP shall include the corrective procedures to be taken for deficient performance. These measures shall include the issuance of discrepancy reports requiring corrective action responses, and determinations requiring deductions from contract payments, as referenced in Section C.4.3 of this SOW.

At a minimum, the QASP should provide:

- An inspection system covering all work tasks stated in the contract. It shall specify areas to be inspected on a scheduled or unscheduled basis, frequency, and the manner in which inspections are to be conducted.
- A method of documenting, evaluating, and enforcing the results of the inspections that are conducted. The Contractor shall maintain adequate records of all inspections to indicate, at a minimum, the nature (when, where, what) and number of inspections made; the name of the inspector; the number, location, type of deficiencies found; and the corrective action taken for deficiencies.
- A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable. The Contractor shall use process control procedures and quality data analysis techniques.
- Corrective action procedures for deficiencies and measures to prevent recurrence. The corrective actions shall address the deficiency and an action to prevent future deficiencies. Additional inspection(s) are not considered a corrective action. The QASP shall be evaluated for adequacy and changed or updated by the Contractor as a part of all corrective actions by the Contractor.
- For a full record of all performance reports for the project history.

#### **C.3.1.4.7 Access to Procedures, Records, Data, and Facilities**

The Contractor shall allow the CO or his/her duly authorized representatives access at any time to and the right to examine all facilities, records, and data to include any of the Contractor's books, documents, papers, or other records related to this contract. The Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor, to include a record of any corrective actions taken. This file shall be subject to Government review at CO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract.

#### **C.3.1.4.8 Government Onsite Representatives**

Two or more Government Representative(s) may be present at the Contractor's/subcontractor(s)' production facilities to provide oversight and surveillance. These coordinators shall have full and unrestricted access to all production areas where the Census work is being produced.

These Government Representative(s) do not have contractual authority and cannot make changes in the specifications or contract terms, but are to bring any and all defects they see to the contractor's Quality Control Officer. The Contractor/subcontractor(s) shall provide office space with a desk, a telephone, and unlimited access to a nearby copier, fax machine, and computer with Internet access or high-speed (T1, Broadband) Internet access. The office shall be in an enclosed secured area near the production operation(s).

#### **C.3.1.4.9 Health and Safety Program**

The Contractor's health and safety programs shall comply with policies and practices that ensure workplace safety and security in accordance with all Federal, State, Local, and Occupational Safety and Health Administration (OSHA) regulations.

#### **C.3.1.4.10 Inventory Management**

The Contractor shall establish and maintain an automated inventory control mechanism. All inventories in the Contractor's facilities purchased for Print 2010, such as ink, paper, hardware, software, equipment, and spare parts, shall be controlled using an electronic means. The Government may review this inventory at any time.

#### **C.3.1.4.11 Status Reports**

The Contractor and the Government shall determine jointly the full contents of any required status reports, to include measurements and metrics for regular reporting, as well as the performance baselines/standards for these measurements, after contract award. At a minimum, this shall include daily status reports during production periods.

### **C.3.2 Technical Collaboration, Assurances and Consulting Services (CLIN 0002)**

It shall be necessary for the Contractor to meet and collaborate with the Government to define final requirements and specifications in all areas of printing, binding, insertion, storage, distribution, and secured transmission of address imaging, postal, and quality. The Government anticipates that the quantity and types of questionnaire packages will be finalized for the 2008 DR in 2007, and for the 2010 Census in 2009.

### C.3.3 General Requirements for CLIN0004 and CLIN0005

The Print 2010 Contract has five (5) major requirements areas: Printing, Finishing, and Distribution; Replacement Mailing (RM); Management; Security; and QA/QC. The Contractor shall design, develop, test, deploy, implement, maintain, secure, support, and then de-install and, as appropriate, dispose of the systems required to complete the print operation. The Contractor shall be responsible for the initial forms delivery effort for the 2010 Census, the RM operation, and the 2008 DR proof-of-concept for these operations. Ultimately, the success of the Print 2010 Contract and Contractor shall be measured by the ability to implement these requirements in a way that supports and enhances the Census Bureau's ability to meet legal deadlines, improve operations, maintain and improve coverage for all population groups and geographic levels, contain costs, and mitigate risks for the 2010 Census.

#### C.3.3.1 Summary of Printed Products for CLIN0004 and CLIN0005

Products to be delivered under these CLINs include printed products.

The following volumes should not be construed as final figures. They are subject to variation, even by millions per printing. Quantities and other information is provided for pricing purposes only.

The total estimated printing volume for the 2008 DR is 1.026 million forms, letters, and outgoing and return envelopes to be assembled into the following package types:

- Approximately 350 thousand Mail Out/Mail Back questionnaire packages (To be mailed to individual addresses)
- Approximately 211 thousand U/L questionnaire packages (To be transported via commercial carriers to one or two local Census offices)
- Approximately 150 thousand Bilingual questionnaire packages (To be mailed to individual addresses)
- Approximately 315 thousand RM questionnaire packages (To be mailed to individual addresses within 10 days of receipt of addresses)

The total estimated printing volume for the 2010 Census is 197 million forms, letters, and outgoing and return envelopes to be assembled into the following package types:

- Approximately **110 million Mail Out/Mail Back questionnaire packages** (To be mailed to individual addresses.)
- Approximately **25 million U/L questionnaire packages** (transported via commercial carriers to over 500 Local Census Offices (LCOs) –throughout the country.) See attachment A of LCOs used in Census 2000.
- Approximately **20 million Bilingual questionnaire packages** (To be mailed to individual addresses.)
- Approximately **40 million RM questionnaire packages** (To be mailed to individual addresses within 10 days of receipt of addresses.)
- Approximately **2 million Update/Leave questionnaire packages** for Puerto Rico (To be transported via commercial carrier to Local Census Offices (LCOs) in Puerto Rico.)

#### C.3.3.1.1 Government Furnished Materials

##### C.3.3.1.1.1 Print Files

Print files for all printed materials, including questionnaires, letters, and envelopes, will be furnished in Portable Document Format (PDF). The delivery method is to be determined. Files are expected to contain flat tones of 10%, 20%, 25%, 40%, and 50% to be printed using 150 lines per inch, 45 degree angle, elliptical dot halftone screen tints.

**C.3.3.1.1.2 Address Files**

The Census Bureau will coordinate secure transfers of the address files between the Decennial Processing Office and/or the DRIS contractor and the Contractor. The Government will install secure dedicated lines (e.g., T1, T3, MPLS) to the Contractor data center and backup data center, and a Cisco 1700 or 2851 series router with Federal Information Processing Standards (FIPS) compliant encryption. The Contractor shall provide a **secured** space and power for the Information Technology (IT) equipment. The Contractor shall have staff qualified to coordinate the integration of the IT equipment. Provision of the receiving equipment itself, such as servers and routers, will be finalized after contract award.

The Census Bureau will deliver, securely, the Census Address File and other print-related data to the printer at one and only one point within the printer’s corporate structure. The exact method for this initial delivery will be agreed upon post-award. If internal corporate operations require transmission of the Census Address File or other data – in whole or in part – to internal corporate facilities not located at the same physical location as the original delivery point, or to external partners, then the proposal shall specify for each point outside of the original delivery point the following items.

What will be transmitted?	Format: Electronic, Paper, or both Content: Addresses, Forms, Letter, Pallet of USPS-ready product, etc. Volume: Whole file, Portion(s) of a file,
Where will the information be transmitted?	Logical identification is sufficient; i.e., a street address is not required. For example: ABC Printing, Plant #23, Omaha, NE
How will the information be transmitted?	E.G., existing corporate Wide Area Network, Internet using File Transport Protocol, computer hard drive sent via overnight delivery service, wrapped pallets via ABC Trucking, etc.
What process will take place at the receiving location?	E.G., actual printing of form, letter etc., Pre-press review and processing, USPS address compliance review, delivery route sorting, “letter shop” processing, storage, etc.
How will the sender assure that the information transmitted to the receiving location is properly protected and controlled in accord with applicable security requirements until it is destroyed or returned?	In 8 lines or less, describe main controls mechanisms, e.g., subcontract will impose same security controls as prime; formal test will be conducted to confirm transmission, storage, handling and “clean-up” procedures are in place and work as planned. Security managers will establish plan for pre-transmission certification, audits during operation and post-processing certification.

Note: It is important to submit a proposal that clearly identifies the movement of data, since some of the data will require protections under Title 13 of Federal law, which:

1. Prohibits release of data about any individual respondent (Sect 9(a))
2. Prohibits release of addresses (Sect 16),
3. Requires those with access to data to take a specific oath (Sect 23), and

4. Prescribes penalties for breaches of the oath (Sect 214).

The Address File received by the Contractor shall consist of unique identification numbers and addresses with no names associated. Despite the lack of name information, **this data is considered Title 13** and shall require appropriate protections (see the section on security, Section C.5). The format in which these address files will be transmitted to the Contractor shall be determined after contract award. The Contractor shall be able to receive all common formats, to include ASCII data “flat files.” The addresses will likely be transmitted in state, ZIP Code, and street address order; however the final format and sort order will be defined after contract award. Update/Leave addresses likely will be sorted by state and census geography order, and then by geographic collection area. However the final format and sort order will be refined after contract award.

### C.3.3.2 Paper Requirements

STOCK/PAPER: The specifications of all paper furnished shall be in accordance with those listed herein or listed for the corresponding Joint Committee on Printing (JCP) Code numbers in the “Government Paper Specifications Standards No.11” dated February 1999, or as determined after contract award.

Questionnaire paper is expected to be White Opacified Offset Book, basis weight 50 lbs per 500 sheets, 25 x 38”, equal to JCP A80. The paper shall be sufficient for dual-sided electronic data capture of a densely worded form. The color of the paper in each questionnaire shall be uniform. The color variation permitted is  $\Delta E$  (CIE L\*a\*b\*) = 1.0 and the brightness shall not be less than 81 pct.

Letter paper is expected to be White Offset Book, basis weight: 50 lbs per 500 sheets, 25 x 38” equal to JCP Code A60.

Paper for the envelopes is expected to be Kraft, bleached white, basis weight: 24 lbs per 500 sheets, 17 x 22” with a minimum bursting strength of 28 lbs per square inch.

Further specifications for paper suitable for face and back offset printing of forms, variable imaging, mail processing equipment (inserters and slitter/openers), and optical scanning equipment shall be provided after award.

### C.3.3.3 Color Requirements for the Census Questionnaire

Printing census questionnaires involves the successful implementation of very detailed color specifications and tolerances. Final colors have not been determined, but the target ranges are specified below. At a minimum, the Contractor shall be able to print up to three colors.

NOMINAL VALUES – SOLID INK: Nominal values for questionnaires shall be set by measurements of the specified standard (OK’d press sheet). They shall be within the following ranges:

**Table 5 Solid Ink Nominal Values**

	<b>Process Cyan</b>	<b>Pantone 368U</b>	<b>Black</b>
<b>L* (target)</b>	61.0	62.0	N/A
<b>a* (target)</b>	-22.0	-37.0	N/A
<b>b* (target)</b>	-41.0	34.0	N/A
<b>Maximum <math>\Delta E^*</math> (from target)</b>	6.0	6.0	N/A

	<b>Process Cyan</b>	<b>Pantone 368U</b>	<b>Black</b>
<b>Cyan (red filter) Density</b>	0.70 to 0.90	N/A	N/A
<b>Yellow (blue filter) Density</b>	N/A	0.70 to 0.90	N/A
<b>Visual Density</b>	N/A	N/A	1.00 to 1.15

For Information Only: The target values were obtained using Process Cyan ink conforming to ISO 2846-1 Graphic Technology – Color and transparency of ink sets for four-color-printing Part 1: Sheet-fed and heat-set web offset lithographic printing, and Pantone 368U ink mixed according to the Pantone® Formula Guide Solid Uncoated by a Pantone Licensed Printing Ink Manufacturer.

NOMINAL VALUES – FLAT TONES: Nominal values for questionnaires shall be set by measurements of the specified standard (OK press sheet). They shall be within the following ranges:

**Table 6 Flat Tone Nominal Values**

	<b>Process Cyan (Cyan or Red Filter Density)</b>	<b>Pantone 368U (Yellow or Blue Filter Density)</b>
<b>40% (Visual Navigation Object)</b>	0.20 to 0.40	0.20 to 0.40
<b>20% (Highlighted Area)</b>	0.10 to 0.20	0.10 to 0.20
<b>10% (Background)</b>	0.05 to 0.15	0.05 to 0.15

For Information Only: The densities are intended to be consistent with Specification for Web Offset Publication (SWOP) Tone Value increase (Total Dot Gain) target value of 20%.

Note: Government furnished print files are expected to contain small areas of additional flat tones. These areas are omitted from the discussion of nominal values and tolerances because they are too small to measure with conventional instrumentation.

COLOR MATCH TOLERANCES FOR QUESTIONNAIRES: All tolerances are from the nominal values.

**Table 7 Color March Tolerances**

<b>Characteristic</b>	<b>Tolerance</b>
<b>Process Cyan Solid Ink</b>	Maximum $\Delta E^*$ = 6.0
<b>Pantone 368U Solid Ink</b>	Maximum $\Delta E^*$ = 6.0
<b>Back Solid Ink</b>	Shall conform to GPO Pub. 310.1, Attribute P-9
<b>Process Cyan Flat Tones</b>	Shall conform to GPO Pub. 310.1, Attribute P-9
<b>Pantone 368U Flat Tones</b>	Shall conform to GPO Pub. 310.1, Attribute P-9

#### **C.3.3.4 Printing and Finishing Requirements**

All questionnaires from this solicitation shall be printed via offset lithography. The Government will furnish electronic print files per a schedule to be determined after contract award. The Contractor shall be responsible for checking (Preflighting) files to generate output correctly for publishing. The Contractor is responsible for creating and/or altering any necessary trapping, setting proper screen angles and screen frequency, and defining file output selection for the imaging device being utilized. The Contractor shall be responsible for submitting proofs; conducting press sheet, variable imaging,

binding and assembly inspections; and performing prior to production press runs before full-scale operations commence.

The final cross-fold shall be a soft fold, and there shall be at least one cross-fold for the mailout/mailback and Update/Leave packages.

Contamination of questionnaire packages with a material that is harmful, or may be perceived by recipients as harmful, poses a potentially significant risk to the success of the Census Bureau. Therefore, the use of any powders in printing and finishing processes is not permitted. The Contractor also shall minimize excess dust and paper fibers through the control of dust causing agents from dull slitters, dull cutter knives, etc. The Contractor shall change cutters and knives at regular intervals to ensure paper dust is not generated.

**COLOR CONTROL BARS:** When color control bars are used, they shall contain targets (patches) for each ink printed on the questionnaire, and shall be a minimum size of 4 x 4 mm (5/32 x 5/32 inch). The color control bar shall contain solid ink density targets and flat tone value targets equivalent to the flat tone values present in the questionnaire. If adjustments are made to the flat tones in the questionnaire, the color control bars shall reflect these changes accordingly. Color control bars shall be placed parallel to the press's ink rollers and shall be repeated across the entire press sheet. If closed loop color control systems are utilized, the size of the targets in the color control bar shall meet the previously stated size requirements.

#### **C.3.3.4.1 Variable Computerized Imaging**

Variable computerized imaging required for this contract consists of the application of addresses and bar codes. Bar codes include a Census Identification (ID) bar code and Human Readable Interpretation (HRI), a Document Integrity (DI) bar code and HRI, and a USPS 4-State Customer Bar Code (or 4-CB).

Variable computerized images shall be of black, permanent (water resistant) medium, and shall not "run," "smear," or "bleed" when exposed to moisture (mist, rain, snow or other adverse conditions). Any strike-through (bleed-through) and bar code resistance to rub-off shall be within the tolerances listed under Section C.4. The address, bar code, and HRI shall conform to specifications for Variable Image Type Quality, Filled in Character, and Address Voids listed in Section C.4 (Quality Measurements subsection).

Interleaved 2 of 5 bar codes shall conform to the following:

##### **Census ID and DI Bar Codes:**

<b>Imaging Addressability:</b>	No fewer than 240 dots per inch
<b>Nominal Element Width (X):</b>	$0.015" \leq X \leq 0.019"$
<b>Wide to Narrow Ratio (N):</b>	$2.2 \leq N \leq 3.0$

##### **Census ID Bar Code:**

<b>Width:</b>	Shall not exceed 3½" (not including quiet zones)
<b>Quiet Zone:</b>	10X minimum
<b>Bar Height:</b>	1/2"
<b>HRI:</b>	The HRI shall appear below the bar code (shall be parsed and match the Census ID bar code)

The Census ID and DI bar codes shall comply with AIM X5-1 1993, “Uniform Symbology Specification Interleaved 2-of-5” and ANSI X3.182-1990, “American National Standards for Information Systems (ANSI) – Bar Code Print Quality – Guideline.” Symbol grades shall be at least C/10/660.

Postal bar codes, including 4-State Customer Bar Code, shall conform to USPS print quality specifications detailed in the Domestic Mail Manual (DMM).

#### **C.3.3.4.2 Address Layout with Census ID Bar Code**

The address layout consists of 14 lines, the first five of which are the Census ID bar code and HRI. The remaining lines include an optional endorsement line, the words “TO RESIDENT AT,” the mailing address, and the Delivery Point Bar Code. A detailed address record and record layout will be provided after contract award.

#### **C.3.3.4.3 Document Integrity Bar Code**

A unique DI bar code shall be printed on both sides of each questionnaire sheet. The DI shall consist of a sequential number and two check digits, calculated using the MAD97 Algorithm (similar to the MOD97 Algorithm). Detailed specifications for the production and placement of the DI bar code shall be provided.

#### **C.3.3.4.4 Postal Bar Codes**

The Census Bureau expects to use the new 4-State Customer Bar Code (or any successor) in place of or in addition to POSTNET and PLANET Code bar codes. The Contractor shall demonstrate completion of the USPS 4-State Customer Bar Code Certification process if required by the USPS. Interfaces with the USPS regarding achieving any bar code certification will be the responsibility of the Contractor; however, the Contractor shall keep the Census Bureau informed at every step of the process and shall immediately inform the Census Bureau of any issues regarding the certification process. The Contractor shall also be responsible for ensuring compliance with Mail Evaluation Readability Lookup Instrument (MERLIN) requirements.

The Contractor shall be required to construct the data load according to USPS and Census Bureau requirements. The data load in the mailout 4-State Customer Bar Code will include the bar code ID (to be defined by USPS), service code, and routing ZIP Code. The data load in the return 4-State Customer Bar Code will include the bar code ID, service code, a six-digit subscriber ID, a nine-digit unique ID number, and the unique ZIP+4 assigned for the Qualified Business Reply Mail (QBRM) account.

The Census Bureau expects to be considered a “National Mailer” by the USPS. As such, the Census Bureau will manage the overall relationship with the USPS, including such actions as securing mail piece design approvals, selecting Postal services, establishing rates, and receiving mail tracking data. The Contractor shall be expected to assign qualified personnel to support and coordinate with the entire mail effort.

#### **C.3.3.4.5 Postal Tracking**

The Contractor shall be required to purchase and manage 4-State Customer Bar Code Silver Confirm Service for DR, and Platinum Confirm Service subscriptions for the 2010 Census, on behalf of the Census Bureau. The Contractor shall designate the Census Bureau as the primary and technical contact

on the Confirm Service Application. The Contractor shall ensure the Government will be able to access the postal tracking data and help desk support directly. The Contractor shall also be responsible for complying with USPS requirements for introducing mail into the mailstream.

#### **C.3.3.4.6 Postal Discounts**

The Census Bureau and the USPS will determine the rates and discounts that apply to each mailing. The Contractor shall provide technically qualified personnel to interface with this activity. The Contractor shall then be responsible for complying with the agreed upon terms and conditions required to obtain the best discounts for each mailing. The Contractor shall reimburse the Government for any loss of postal discount for products produced out of specification.

The Contractor shall process the appropriate address files to qualify for the best first-class mail discounts. Each address file shall be matched against the appropriate Postal database using CASS certified address matching software with advanced features, such as High-Rise Algorithm and Delivery Sequence File 2<sup>nd</sup> Generation (DSF2). The precise configuration and settings of CASS/PAVE software shall be applied to each mailing, and the Contractor and the Government will plan other mailing requirements, jointly.

The Contractor shall mail all addressed mailing packages via the first-class mail "Postage & Fees Paid" indicia. The "Postage and Fees Paid" indicia shall be used only for the purpose of mailing material produced under this contract. All copies mailed shall conform to the appropriate regulations in the USPS manual for "Domestic Mail."

Business Reply Mail (BRM) consists of letter-size and flat mailing packages. All letter-size reply mail pieces shall meet the USPS High Volume QBRM requirements. All flat mailing packages shall meet BRM requirements. Refer to the latest version of the USPS DMM and the latest version of the USPS Publication 25, Designing Letter and Reply Mail.

#### **C.3.3.4.7 Samples**

The Contractor shall submit samples to the USPS for MERLIN approval on a timely basis. Samples shall also be submitted to the USPS Pricing and Classification Service Center, USPS Confirm Service, and the Census Bureau as required for approval.

#### **C.3.3.4.8 Print Quality Verification**

The Contractor shall utilize an automated verification system for the Census ID bar code and for postal bar codes. Verification of the Census ID bar code shall include calculation of ANSI symbol print quality grade according to the ANSI X3.182-1990 "American National Standards for Information Systems – Bar Code Print Quality – Guideline." In addition, the Census ID bar code shall be decoded, and the ID number checked against the correct Census ID number for the corresponding address.

Verification of Postal bar codes shall include verification of compliance with USPS print quality specifications detailed in the DMM. In addition, the Contractor shall decode Postal bar codes and check the data load against the intended data load for the corresponding address. The Contractor shall supply documentation to confirm compliance.

#### **C.3.3.4.9 Verification of Mailing**

The Contractor shall maintain evidence sufficient to demonstrate successful preparation of an addressed questionnaire package for every address. The Contractor shall further verify that each questionnaire package was actually placed into the mailstream. The Contractor shall provide evidence of verification and completion to the Census Bureau in near real-time.\*

*\* Near real-time refers to the ability to obtain information in sufficient time to take corrective action as a normal part of the workflow.*

#### **C.3.3.4.10 Prior to Mailstream Entry**

All completed questionnaire packages shall be stored in a secure facility until the designated date(s) for distribution or mailstream entry (see Security, Section C.5). Storage shall be arranged to permit identification of the mailpiece's destination ZIP Code, and all other packages by final destination, in such a way that delivery plans could be changed in response to unanticipated events, such as a natural disaster. The Contractor shall take care to ensure that environmental impacts of storage (i.e. humidity, rodent control, bug infestation etc.) do not adversely affect the products.

#### **C.3.3.4.11 Mailstream Entry**

The Contractor shall be responsible for planning and implementing the entry of each mailing into the mailstream to achieve the specified delivery dates. This includes, but is not limited to, the choice of postal facilities, drop shipment dates and locations, and timely filing of all required USPS documentation.

Addressed RM pieces shall be mailed on a flow basis and shall not be stored for a period longer than 24 hours. The Contractor shall keep the Government informed of mailstream entry plans and activity at all times.

Contractor shall submit the USPS Form PS 3600-R "Statement of Mailing With Permit Imprint- First-Class" to the USPS with the mailing. The CASS software used to prepare the mailing provides the information required for completing the form. After mailing is completed, the Contractor shall furnish a complete and canceled copy of the form to the COTR.

#### **C.3.3.4.12 Postal Inspection**

The Contractor shall be available to receive USPS Postal Inspectors for review of facilities and practices at any time during the period of performance.

#### **C.3.3.4.13 Test Materials**

The Contractor shall provide 100,000 (one lot) mail packages and individual items to support Census tests, which may occur prior to DR and/or production. Final determinations of test requirements will be provided after contract award.

### **C.3.4 2008 Dress Rehearsal Printing Production (CLIN0004AA & Task Order 0004)**

The 2008 DR printing production shall model the workflow process to be used during the larger Print 2010 effort. This option requirement may be exercised in accordance with clause in Section I – MMAR 52.17-7. This includes all operations and equipment used in the printing, finishing, and mailing of the 2010 Census products. Questionnaires (including a bilingual booklet), letters, and envelopes shall be printed, finished, and mailed to individual addresses. Update/Leave questionnaire

packages shall be printed, finished and transported via commercial carriers to two LCOs: Fayetteville, NC and San Joaquin, CA.

The 2008 DR will also include a RM, at which time a second questionnaire package will be sent to those households that did not respond to the initial mailing. Replacement questionnaire packages shall be addressed and mailed incrementally over a 10-day period, beginning with receipt of the address file.

In addition, the Contractor shall produce prior-to-production samples of questionnaire mailing packages and individual items. Samples shall be printed and finished, and be of the size, kind, and quality that the Contractor shall furnish in compliance with production specifications. Sample mailing packages shall be addressed using furnished test address files.

The Contractor shall document and deliver a Lessons Learned document from the 2008 DR. This document will provide a project record of the learning – both through successes and failures – gained during execution of the 2008 DR.

#### C.3.4.1 2008 Dress Rehearsal Product Specifications

The Contractor shall guarantee the availability of sufficient capability and capacity during the planned timeframes specified for the 2008 DR printing, finishing, and distribution requirements, including RM. While the currently planned timeframes are provided below and in Section F, should the final scheduled delivery dates vary from those in this SOW, the Contractor shall guarantee availability and meet those new schedule dates.

The exact timeframes and workloads for 2008 DR printing and distribution are to be determined. The following quantities are provided for estimating purposes and include prior-to-production samples. The following 12 items are gathered and assembled into five addressed and unaddressed questionnaire packages.

**Table 8 Estimated 2008 Dress Rehearsal Printing Quantities and Specifications by Item**

Item No.	Description	Quantity (Approx.)	Specifications
<b>QUESTIONNAIRES</b>			
			Stock (all questionnaires): White Opacified Offset Book, basis weight: 50 lbs per 500 sheets, 25 x 38", equal to JCP Code A80. The color of the paper in each questionnaire shall be uniform. The color variation permitted is $\Delta E$ (CIE $L^*a^*b^*$ ) = 1.0 and the brightness shall not be less than 81 pct.
1	<b>DX-1</b> , Initial Mailing Update/Leave (U/L) Replacement Mailing	848,600	25-1/2 x 11" Single sheet; front and back Folds to 9 x 5-1/2" using two parallel folds, one right angle fold Ink: Black, Pantone Process Cyan Variable imaging: Address, Census ID bar code, and DI bar code
2	<b>DX-1A(UL)</b> U/L ADDs	42,200	Same as Item 1 except for the following: Variable imaging: DI bar code (no addressing)
3	<b>DX-1(E/S)</b> Bilingual (English/Spanish)	102,700	9 x 11" 12-page booklet Ink: Black, Pantone Process Cyan, Pantone 368 Variable imaging: Address, Census ID and DI bar codes

Item No.	Description	Quantity (Approx.)	Specifications
<b>LETTERS</b>			
4	<b>DX-16(L)</b> Initial Mailing	352,200	5-5/8 x 9" Single sheet; prints one side. Trim four sides.
5	<b>DX-16(L)(UL)</b> U/L and U/L ADDs	213,400	Ink: Black, Pantone Process Cyan. Stock: White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.
6	<b>DX-17(L)</b> Replacement Mailing	316,200	
<b>ENVELOPES</b>			
			Stock (all envelopes): Kraft (bleached white), basis weight 24 lbs per 500 sheets with a minimum bursting strength of 28 lbs per sq. inch. Ink (all envelopes): Black
7	<b>DX-6A</b> , Outgoing Initial Mailing	352,200	6-1/16 x 10-3/16" plus flap. Prints one side. Covered window, 2-3/4 x 5."
8	<b>DX-6B</b> , Outgoing Initial Mailing Bilingual (English/Spanish)	101,700	9-1/2 x 12-1/8" plus flap. Prints one side. Covered window, 2-3/4 x 5."
9	<b>DX-6(UL)</b> , Outgoing U/L and U/L ADDs	213,400	6-1/16 x 10-3/16" plus flap. Prints one side. Open window, 2-3/4 x 5."
10	<b>DX-6C</b> , Outgoing Replacement Mailout	316,200	
11	<b>DX-8A</b> , Return Initial Mailing, U/L, U/L ADDs, Replacement Mailing	881,800	Business Reply Envelope, 5-11/16 x 9-7/16" plus flap. Prints face and back. Security tint inside envelope. Covered window, 1-1/16 x 5."
12	<b>DX-8B</b> , Return Bilingual (English/Spanish)	101,700	Business Reply Envelope, 9-3/16 x 11-1/2" plus flap. Prints face and back; security tint inside envelope. Covered window, 1-1/16 x 5."

**QUESTIONNAIRE PACKAGE ASSEMBLY:** Strict attention is required when gathering individual items for each package type. Package assembly information shall be provided after contract award.

**DISTRIBUTION:** Distribution to all Census sites will be determined after award.

**2008 DRESS REHEARSAL DELIVERY SCHEDULE:** This schedule is subject to change and is made available for pricing and planning purposes.

**Table 9 2008 Estimated Dress Rehearsal Delivery Schedule**

DATE	RESPONSIBLE PARTY	EVENT
September 28, 2007	Government	Electronic media files and test address files for prior to production questionnaires to be transmitted to the Contractor.
Suitable date to comply with production schedule	Contractor	Submit proofs as soon as the Contractor deems necessary in order to comply with the shipping schedule. Proofs will be withheld ten (10) workdays from receipt in the department until the Contractor makes them available for pickup.
On or before	Contractor	Prior to Production samples to arrive at destinations.

DATE	RESPONSIBLE PARTY	EVENT
October 25, 2007		
November 16, 2007	Government	Electronic media production files for Items 1 through 12 to be transmitted to the Contractor.
November 16, 2007	Government	Production address files for Items 1 and 3 to be transmitted to the Contractor.
Ship to arrive at destinations not later than January 7, 2008	Contractor	Contractor shall ship Update/Leave Packages to LCOs.
Suitable turn-over dates to comply with the mailing schedule	Contractor	Contractor shall turn over addressed First Class Mail Packages to the U.S. Postal Service to guarantee receipt by addressee (in-home delivery) not earlier than March 13, 2008 and not later than March 15, 2008.
On or before April 7, 2008	Government	Production address files for Item1 for Replacement Mailing, to be transmitted to the Contractor.
Suitable turn-over dates to comply with the mailing schedule	Contractor	Contractor shall turn over addressed First Class Mail Packages on a flow basis to the U.S. Postal Service each day over a 10-day period beginning the first day after receipt of the address file.
On or before April 18, 2008	Contractor	Contractor shall ship unaddressed packages to arrive at Washington, D.C. and Jeffersonville, IN destinations.
On or before April 30, 2008	Contractor	Return all Government-furnished materials.

### C.3.5 2010 Census (CLIN0005 & Task Order 0005)

#### C.3.5.1 CLIN0005 & Task Order 0005, 2010 Census Preparation and Printing Production

Final preparations for Print 2010 will begin in late 2008. The Contractor shall secure and guarantee availability of print facilities, including lettershops, subcontractor facilities, storage facilities, staffing, printing supplies, and all related equipment. Automation and telecommunications build-out will also begin. Over 195 million forms for the 2010 Census will be printed and delivered under the scope of this contract.

The 2010 Census will include an initial mailing of English and bilingual questionnaires and a replacement (second) mailing of English questionnaires to those households that did not respond to the initial mailing. It will include an Update/Leave operation requiring the delivery of questionnaire packages to LCOs throughout the United States and Puerto Rico.

The Contractor shall produce prior-to-production samples of questionnaire packages and individual items. Samples shall be printed and finished, and be of the size, kind, and quality that the Contractor shall furnish in compliance with production specifications. Sample questionnaires shall be addressed using furnished test address files.

#### C.3.5.2 2010 Census Product Specifications

The Contractor shall guarantee the availability of sufficient capability and capacity during the planned timeframes specified for the Print 2010 printing, finishing, and distribution requirements, including RM. While the currently planned timeframes are provided below, should the final scheduled delivery

dates vary from those in this SOW, the Contractor shall guarantee availability and meet any new schedule dates.

The exact timeframes and workloads for 2010 Census printing and distribution are to be determined. The following quantities are provided for estimating purposes and include prior-to-production samples. The following 18 items are gathered and assembled into 12 addressed and unaddressed questionnaire packages:

**Table 10 Estimated 2010 Printing Quantities and Specifications by Item**

Item No.	Description	Quantity (Approx.)	Specifications
<b>QUESTIONNAIRES</b>			
			Stock (all questionnaires): White Opacified Offset Book, basis weight: 50 lbs. Per 500 sheets, 25 x 38", equal to JCP Code A80. The color of the paper in each questionnaire shall be uniform. The color variation permitted is $\Delta E$ (CIE $L^*a^*b^*$ ) = 1.0 and the brightness shall not be less than 81 pct.
1	<b>D-1</b> , Initial Mailing, Update/Leave (U/L), and Replacement Mailing (RM)	175,115,600	25-1/2 x 11" Single sheet; front and back Folds to 9 x 5-1/2" using two parallel folds, one right angle fold Ink: Black, Pantone Process Cyan Variable imaging: Address, Census ID bar code, and DI bar code
2	<b>D-1A(UL)</b> U/L ADDs	4,005,200	Same as Item 1 except for the following: Variable imaging: DI bar code (no addressing)
3	<b>D-1(E/S)</b> Initial Mailing Bilingual (English/Spanish)	20,006,700	9 x 11" 12-page booklet. Saddle-wire stitch Ink: Black, Pantone Process Cyan, Pantone 368 Variable imaging: Address, Census ID and DI bar codes
4	<b>D-1(UL)PR</b> U/L Puerto Rico	2,005,200	25-1/2 x 11" Single sheet; prints front and back Folds to 9 x 5-1/2" using two parallel folds, one right angle fold Ink: Black, Pantone Process Cyan Variable imaging: Address, Census ID bar code, and DI bar code
<b>LETTERS</b>			
5	<b>D-16(L)</b> Initial Mailing	110,030,200	5-5/8 x 9" Single sheet; prints one side. Trim four sides.
6	<b>D-16(L)(UL)</b> U/L and U/L ADDs	24,010,400	Ink: Black, Pantone Process Cyan.
7	<b>D-16(L)PR</b> U/L Puerto Rico	2,005,200	Stock: White Offset Book, basis weight: 50 lbs per 500 sheets, 25 x 38", equal to JCP Code A60.
8	<b>D-17(L)</b> Replacement Mailing	45,005,200	
<b>ENVELOPES</b>			
			Stock (all envelopes): Kraft (bleached white), basis weight 24 lbs per 500 sheets with a minimum bursting strength of 28 lbs per sq. inch. Ink (all envelopes): Black
9	<b>D-6A</b> , Outgoing Initial Mailing	110,030,200	6-1/16 x 10-3/16" plus flap. Prints one side. Covered window.
10	<b>D-6B</b> , Outgoing Bilingual (English/Spanish)	20,005,700	9-1/2 x 12-1/8" plus flap. Prints one side. Covered window.

Item No.	Description	Quantity (Approx.)	Specifications
11	D-6(UL), Outgoing U/L and U/L ADDs	24,010,400	6-1/16 x 10-3/16" plus flap. Prints one side. Open window.
12	D-6(UL)PR, Outgoing U/L and U/L ADDs	2,005,200	
13	D-6C, Outgoing Replacement Mailout	45,005,200	
14	D-8A1, Return Initial Mailing, U/L, U/L ADDs, and RM	59,698,600	Business Reply Envelope 5-11/16 x 9-7/16" plus flap. Prints face and back. Security tint inside envelope. Covered window.
15	D-8A2, Return Initial Mailing, U/L, U/L ADDs, and RM	59,673,600	
16	D-8A3, Return Initial Mailing, U/L, U/L ADDs, and RM	59,673,600	
17	D-8A PR, Return Puerto Rico	2,005,200	
18	D-8B, Return Bilingual (English/Spanish)	20,005,700	
			Business Reply Envelope 9-3/16 x 11-1/2" plus flap. Prints face and back. Security tint inside envelope. Covered window.

**QUESTIONNAIRE PACKAGE ASSEMBLY:** Strict attention is required when gathering individual items for each package type. Package assembly specifications shall be provided after contract award.

**DISTRIBUTION:** Distribution to all census sites will be determined after award.

**2010 CENSUS DELIVERY SCHEDULE:** This schedule is subject to change and is made available for pricing and planning purposes.

**Table 11 Estimated 2010 Census Delivery Schedule**

DATE	RESPONSIBLE PARTY	EVENT
December 18, 2008	Government	Electronic media files and test address files for prior to production questionnaire packages to be transmitted to the Contractor.
Suitable date to comply with production schedule	Contractor	Submit proofs as soon as the Contractor deems necessary in order to comply with the shipping schedule. Proofs will be withheld seven (7)* workdays from receipt in the department until they are made available for pickup by the Contractor.
Between February 23, 2009 and February 27, 2009	Contractor	Prior to Production samples to arrive at destinations.
June 8, 2009	Government	Electronic media production files for Items 1 through 13 to be transmitted to the Contractor.
September 21, 2009	Government	Production address files for Items 1, 3, and 4 to be transmitted to the Contractor.
Ship to arrive at destinations not	Contractor	Contractor shall ship Update/Leave Packages B, C, and E to LCOs.

DATE	RESPONSIBLE PARTY	EVENT
before December 17, 2009 and not later than January 7, 2010		
Suitable turn-over dates to comply with the mailing schedule	Contractor	Contractor shall turn over addressed First Class Mail Packages to the U.S. Postal Service to guarantee receipt by addressee (in-home delivery) not earlier than March 13, 2008 and not later than March 15, 2008.
On or before April 7, 2010	Government	Production address files for Item 1 for Replacement Mailing to be transmitted to the Contractor.
Suitable turn-over dates to comply with the mailing schedule	Contractor	Contractor shall turn over addressed First Class Mail Packages on a flow basis to the U.S. Postal Service each day over a 10-days beginning the first day after receipt of the address file.
On or before April 18, 2010	Contractor	Contractor shall ship unaddressed packages to arrive at Washington, D.C. and Jeffersonville, IN destinations.
On or before April 30, 2010	Contractor	Return all Government-furnished materials.

### C.3.5.3 Replacement Mailing Printing (CLIN0006)

For the 2010 Census the Government will have a RM. This second mailing will be sent to those housing units that do not respond to the initial mailing.

The Contractor shall accomplish the RM by addressing through an open window of previously produced and inserted mail pieces. Specifically, the Government will require the Contractor to address and mail, **within 10 calendar days**, approximately 40 million questionnaire packages for the 2010 Census. The Contractor shall turn over addressed First Class Mail packages on a flow basis to the USPS each day during the 10-days, which will begin as soon as the non-response address list is provided by the Census Bureau, and end on day ten, when any remaining packages are to be put into the mailstream. The timeframe for this part of the print contract is critical.

Quantity estimates are based upon past response rate history. The exact quantities will be determined after the non-response address list is generated following the initial mailing.

### C.3.5.4 Replacement Mailing Address File Transfers

The RM address file will be constructed by the Census Bureau by removing addresses from the file for which a response has been received. The exact method for achieving the final reconciled RM list(s) will be finalized after contract award.

The file format of these address files will be transmitted to the Contractor in a standard format, to be finalized after contract award. The Contractor shall be able to receive all common formats, to include ASCII data "flat files." The addresses will contain state, ZIP Code, and street address. The final format and sort order will be finalized after contract award.

All other mailing requirements as referenced in Section C.3.3.4 apply. This includes address file matching, sorting, obtaining the maximum possible postal discount automation rates using

CASS/PAVE software, verification of printed addresses, and near real-time feedback to Census. This shall all be accomplished within 10 days for the RM.

### **C.3.6 Project and Contract Closeout (CLIN0007)**

In April of 2010 the Printing Operation will have completed its portion of the 2010 Census mission. Printing operations shall begin the closeout phase. Upon the completion of the contract, the Contractor shall prepare and deliver to the Government, not later than 30 calendar days prior to contract termination, all contract database files that include data pertaining to participating agencies and agency personnel and digital content stored in the online repository. At the conclusion of the contract, any files updated during the previous 30-day period shall be identified and turned over to the Government. All data shall be appropriately labeled and delivered on electronic media as requested by the Government.

#### **C.3.6.1 Other Contract Deliveries**

During Closeout, all Government furnished material and all other deliverables under this contract shall be returned to the Government's possession. Items shall be packaged in suitable containers so as to prevent damage. This shall be accomplished at the Contractor's expense. The material shall be delivered to a designated location, and the shipping costs shall be borne by the Contractor.

#### **C.3.6.2 Clearing/Deleting Magnetic Media**

Sensitive data shall be cleared/deleted from magnetic media (tapes, disks, and hard drives) no later than 30 calendar days after completion of addressing. (This includes returning magnetic media to a vendor for trade-in, servicing or disposal.)

#### **C.3.6.3 Disposal of Defective and Excess Material**

Defective and excess addressed and unaddressed material shall be destroyed so that no portion of the address is identifiable and that no portion of the questionnaire is usable. Prior to destruction of any defective addressed materials and defective or unused (excess) questionnaires, the Contractor shall notify the GPO, so that Government representative(s) may be present to witness the destruction if so desired. In addition, the Contractor shall furnish a sworn affidavit to GPO, certifying that the defective addressed materials have been destroyed at the contractor's plant or at a Government approved site by burning, pulverizing, or other method agreed to by the Contracting Officer. All costs incurred for off-site destruction shall be borne by the Contractor.

## **C.4 QUALITY ASSURANCE AND QUALITY CONTROL**

### **C.4.1 Objectives**

The Governments' objective for quality is to "do it right the first time." Printing is a major component in the 2010 Census System, and it is essential that this Quality System objective be met due to high quality standards and tight time constraints.

The Government will identify critical product characteristics, and the Contractor shall design the process controls, collect data, and send the data to the Government, based on agreed upon requirements and time periods determined after contact award. If the data shows that the process is out of control, the Contractor shall take immediate steps to restore control and purge defective products. The Quality Control (QC) data is reviewed by the Government in order to assure the Contractor is executing its QASP, rather than to accept or reject product.

**C.4.2 Quality Levels/GPO QATAP**

The quality of items produced shall conform to, and when necessary will be evaluated against, GPO Contract Terms and the Quality Assurance through Attributes Program (QATAP) for Printing and Binding as detailed in GPO Pub.310.1, effective May 1979 (revised August 2002). This document can be found at the following web link: <http://www.access.gpo.gov/procurement/qatap/qatap.pdf>.

**The GPO quality level for this contract is Level II.**

**Product Quality Levels (PQL):** For each attribute, QATAP indicates either a specified standard or a nominal value along with tolerances that specify the range of acceptability. The following PQL was chosen based on the reliability of reproduction required, the desired aesthetic appearance, and the intended durability of the final intended usage of the product:

- (a) Printing Attributes -- Level II
- (b) Finishing Attributes -- Level II
- (c) Exceptions as listed below

**Inspection Levels** (from ANSI/ASQC Z1.4):

1. Non-destructive Tests - General Inspection Level I
2. Destructive Tests - Special Inspection Level S-2

**GPO QATAP Acceptable Quality Levels (AQLs):**

**Questionnaires:**

Critical Defects	0.10 defects per 100 items
Total Defects	4.0 defects per 100 items

**Other Items:**

Critical Defects	0.10 defects per 100 items
Total Defects	6.5 defects per 100 items

**GPO QATAP Specified Standards:** The following specified standards apply for the resultant contract. Attributes requiring them shall be:

Attribute	Specified Standard
P-7 Type Quality and Uniformity	O.K.'d Press Sheets
P-9 Solid and Screen Tint Color Match	O.K.'d Press Sheets

**Exception to Specified Standards:** In the event that the Government waives inspection of press sheets, the following listed alternate standards (in order of precedence) shall become the Specified Standard.

Attribute	Specified Standard
P-7 Type Quality and Uniformity	Furnished Electronic Media
P-9 Solid and Screen Tint Color Match	Instrument Based Color Match

In addition to the stated GPO quality levels and other quality requirements in this contract, the Contractor shall follow current industry practices for process control and quality control techniques of press and finishing lines, including all process steps. These best practices shall be included in the QASP. The most restrictive attribute or tolerance shall govern in all cases.

### **C.4.3 QASP Requirements**

Requirements for the QASP are as follows.

#### **C.4.3.1 Product Quality Requirements**

- GPO QATAP Level II as described in Section C.4.2, as well as any additional special characteristics outside of GPO QATAP as required.
- Specific tolerances tailored to Census 2010 requirements, see Section C.4 (Quality Measurements) as well as GPO QATAP Level II for tolerances.
- Joint Committee on Printing Paper Specifications  
<http://www.gpo.gov/acquisition/paperspecs.htm>
- Printing ink requirements, including densitometric and spectrophotometric (CIE L\*a\*b) requirements for drop-out inks.
- Evaluation of Government-furnished material.
- National bar code standards, including all specific Census bar code requirements and specifications.
- USPS standards, including specifications.

#### **C.4.3.2 Quality System Requirements**

One hundred twenty (120) calendar days after contract award, the Contractor shall deliver a QASP, which will detail the Contractor's quality system for this contract. The plan shall be maintained and updated throughout the DR and any other tests. Plan updates shall be due every 120 calendar days. Contractor quality system requirements shall include elements such as:

- Materials and subcontractor's quality assurances (e.g., paper test data gathering methods from the paper supplier, etc.), including samples of paper and ink to GPO.
- Procedures to assure that components from different sources (subcontractors and subsidiary plants) are compatible BEFORE the start of production.
- Process control and inspection, including specific control and data gathering methods for all listed attributes. This shall include details of where, and by whom; daily process controls and inspections will be performed to detect any defects during all production phases, etc.
- Control and calibration of measuring and process control equipment.
- Control of quality data and records. Describe procedures for reporting, on a daily basis, quality assurance and control data on each process required to meet contracting requirements.
- Records of process controls.
- Preventive action, corrective action, and recovery methods, as well as the reporting methods to be used for each of these actions.
- Procedures for detecting any defective or incorrect items. Procedures shall describe in detail the actions that will be taken if/when defects are discovered, and how they will be replaced.
- Identifying and documenting noncompliance issues, as well as ensuring that noncompliance issues are addressed and rectified.

- Specific methods for controlling variable imaging, addressing and mailing for completeness and accuracy. Describe how verification shall be accomplished to ensure all items have been processed in full.
- Specific methods for controlling accuracy and print quality of bar codes and variable imaging.
- Contractor quality system management, including the designation of a company official who will monitor and coordinate the quality system. This official shall serve as the Government's single point of contact on quality matters throughout the term of this contract.
- Designation of a QA/QC Lead, who is directly involved in the day-to-day production of items and who shall report to the designated company official.

#### **C.4.3.3 Prior to Production Quality Assurances**

- The Government reserves the right to conduct surveys to determine a Contractor's ability to meet quality requirements, such as requesting audit conferences, reviews of plans and systems, and/or conducting walk-throughs of facilities and operations.
- The Contractor shall also be called upon by the Government to conduct tests of the Contractor and/or subcontractor's process capabilities (e.g., actual press runs using Government-furnished electronic files) in order to determine the Contractor's/subcontractor's ability to maintain critical tolerances.
- The Contractor shall provide Prior-to-Production samples and proofs, as listed in Section E, Acceptance and Approval Procedures.
- The Contractor shall conduct Press Sheet Inspections as listed in Section E, Acceptance and Approval Procedures.

#### **C.4.3.4 Print Quality of Addresses**

The QASP shall contain methods for assuring paper conforms to specifications.

#### **C.4.3.5 Ink Quality Assurance**

The QASP shall contain methods for assuring that the CIE L\*a\*b\* values of the ink on the specified paper are within tolerance. One acceptable method may be requiring L\*a\*b\* values from the ink supplier.

#### **C.4.3.6 Dust and Paper Fibers**

The QASP shall contain methods for controlling dust and loose paper fibers on questionnaires.

#### **C.4.3.7 Variable Data Control**

The QASP shall contain procedures for assuring that all variable data (e.g., addresses, Census ID bar code, postal bar codes) are accurately and completely imaged on the correct item. These procedures shall explicitly describe the methods to be used to assure that no records are missed or duplicated when an interruption of variable imaging occurs (e.g., due to equipment malfunction).

#### **C.4.3.8 Package Assembly Control**

The QASP shall contain methods for assuring that packages are complete and contain the correct items according to specified package descriptions.

### **C.4.3.9 Distribution/Mailing**

The QASP shall describe procedures or processes for assuring that all records in the Address File have been printed and inserted into the mailstream.

### **C.4.3.10 Defect Purging**

The contractor shall devise a procedure and plan for identifying spoilage and/or incorrectly printed or constructed questionnaires, as well as steps for performing a purge of those pieces.

Failure to maintain the quality systems in accordance with the Contractor plans approved by the Government may result in the Government's termination of the contract for default.

## **C.4.4 Equipment, Tools, and Automation**

The Contractor shall identify the processes, methods and tools that will be used to detect defects. The QASP shall address:

- Print quality of addresses
- Bar code print quality
- Verification of 100 percent mailing with no duplicates
- Visual paper and print defects outlined by GPO Publication 310.1, QATAP quality attributes P-1 through P-11 and/or F-1 through F-18
- Density and color
- Quality statistics and statistical reporting, including the communication of statistics and processes to the Government on a daily basis during production periods.
- Quality metrics gathered from automation and measurement equipment and reports to Census and GPO via a web portal, to be provided by the Census Bureau. All metrics shall be near-real-time. After contact award, the contractor shall work with Census and its contractors to finalize these reports and to integrate, as necessary, any automated monitoring equipment with the portal, in order to obtain the required information.
- Regular QA/QC meetings with the Government
- Validation of equipment calibration

## **C.4.5 Independent Government Oversight**

Government representatives will be conducting on-site quality checks of the Contractor's QC procedures and samples.

Government representatives may add identification marks or affix stickers to the cartons and/or pallets for internal Census purposes. The application of these stickers does not signify, nor does it imply in any way, acceptance of the product by the government.

## **C.4.6 Contractor Testing & Random Copies**

The Contractor shall devise a plan and procedure for selecting random samples for QC testing. The on-site Government representatives have the right to inspect the Contractor's QC random samples. In addition to this QC pull, the Contractor shall devise a plan and procedure for selecting Census Quality Assurance Random Copies (QARC) as outlined in Section E, Acceptance and Approval Procedures. All QA samples containing addresses shall be reproduced. The Contractor's quality control samples shall be supplied for each item and each manufacturing run based on the following specifications.

### **Printing Samples:**

After approval is received on the proofs and press sheet inspection, starting with the first day of production the Contractor shall, during each day and each production run, randomly select a minimum of 50 samples of each type of press sheet produced that day.

- Each sampling shall be distributed throughout the day.
- Each sample shall have: 1) date and time stamped by machine when the sample is pulled; 2) shift noted on the sample; 3) press number noted on the sample; and 4) pallet number and location identifier from which the sample was pulled (if applicable).
- The contractor shall develop a method for selecting samples that is acceptable to the Government. For example, if the items are printed roll-to-roll, the samples may be selected from the tail of each output roll.
- Each day at the end of the last shift, the Contractor shall segregate the day's samples by shift and ship them via overnight express to a location to be determined during the collaboration period of the contract.

### **Finishing & Variable Imaging:**

After approval is received on the proofs and inspection of the finishing /variable imaging, starting with the first day of production, the Contractor shall, during each day and each production run, randomly select a minimum of 50 samples of each type of item produced that day.

- Each sampling shall be distributed through the day.
- If finishing or variable imaging of the address is performed as a separate operation, a minimum of 50 randomly selected samples shall be pulled per day from each operation. Each sampling shall be distributed throughout the day.
- If the operations are combined into one continuous run, a minimum of 50 randomly selected samples shall be pulled from the one continuous operation. Each sampling shall be distributed throughout the day.
- Each day at the end of the last shift, the Contractor shall segregate the day's samples by shift and ship them via overnight express to a location to be determined during the collaboration period of the contract.
- Each sample shall have: 1) date and time stamped by machine when the sample is pulled; 2) shift noted on samples; 3) press number noted on the sample; and 4) pallet number and/or location identifier from which the sample was pulled (if applicable).
- Specifications for the collection and distribution of samples will be determined during the collaboration period of the contract.

### **Insertion & Package Assembly Samples:**

After approval is received on inspection of the assembled item and starting with the first day of production, the Contractor shall, during each day and each production run, randomly select a minimum of 50 samples of each type of item or package produced that day.

- Each sampling shall be distributed throughout the day.
- Each sample package shall have: 1) date and time stamped by machine when the sample is pulled; 2) shift the sample was pulled; 3) assembly line number from which the sample was pulled; and 4) pallet number and location identifier from which the sample was pulled (if applicable).
- Each day at the end of the last shift, the Contractor shall segregate the day's samples by shift and ship them via overnight express to a location to be determined during the collaboration period of the contract.

**C.4.7 Problem Identification, Resolution, Rework and Reporting.**

A complete plan for incident response shall be included in the QASP.

**Problem Reporting**

The Contractor shall identify the processes for communicating any problems affecting production to the Government. The notification process shall be based on the criticality of the problem as defined by the Contractor. The contractor shall state the nature of the problem, along with as many details as possible, and a recommended resolution.

**Defect Purging**

- The Contractor shall report the results of all defect purging, including:
- The defect initiating the purge
- Date and time the initial defect was found
- Type of inspection during which the defect was found (i.e., contractor process control, contractor quality data inspection, Government inspection)
- All defects found in the purge
- Number of items inspected in addition to the 20 defect-free items required to terminate the purge
- Actions taken to eliminate the cause of the defect

**Questionnaire:**

- A questionnaire containing one or more major and/or critical defects shall be classified as defective and shall not knowingly be delivered.
- If a defective questionnaire is found, the Contractor shall inspect and/or test all questionnaires in production sequence before and after the defective questionnaire until 10 successive defect-free questionnaires are found in each direction.

**Other than Questionnaire:**

- Items containing one or more critical and/or major defects shall be classified as defective and shall not knowingly be delivered to the Government.
- If a critical defect is found in a non-questionnaire item, the Contractor shall inspect and/or test all items in production sequence before and after the defective item until 10 successive defect-free items are found in each direction.
- If a major defect is found in a non-questionnaire item, the Contractor shall inspect 2 items before and 2 items after the defective item. If a major defect is found in any of these 4 items, the Contractor shall inspect all items in production sequence before and after the defective item until 10 successive defect-free items are found in each direction.

In no case shall the performance of defect purging relieve the Contractor of its responsibility for conforming to the specified Acceptable Quality Levels, (which are described in the Quality Levels Section, C.4.2).

**C.4.8 Quality Measurements****Color Quality Measurements**

Data verifying that ink conforms to color match specifications shall be submitted for each lot of ink. The location for submission will be determined after contract award. The data shall include CIE L\*a\*b\* and density. Ink quality data may be submitted electronically or by facsimile.

**COLOR AND DENSITY MEASUREMENTS:** Color measurements shall be absolute measurements (substrate included) made with 45/0 geometry on dry ink film with black backing, unfiltered illumination, and a minimum aperture size of 2.0 mm, following the manufacturer's recommendation for calibration and operation of the instrument. All color measurements shall be performed using instruments of a single make and model. When measurements of wet ink films are made, the correlation between wet and dry shall be established. Colorimetric calculations shall reference Illuminant D50, 2 degree (CIE 1931) observer following CGATS.5-2003. Density measurements shall be relative (substrate excluded), made with 45/0 geometry on dry ink film with black backing and a minimum aperture size of 2.0 mm, following the manufacturer's recommendation for calibration and operation of the instrument. Density measurements shall conform to ANSI Status T following CGATS.4-1993.

**Classification of Defects:**

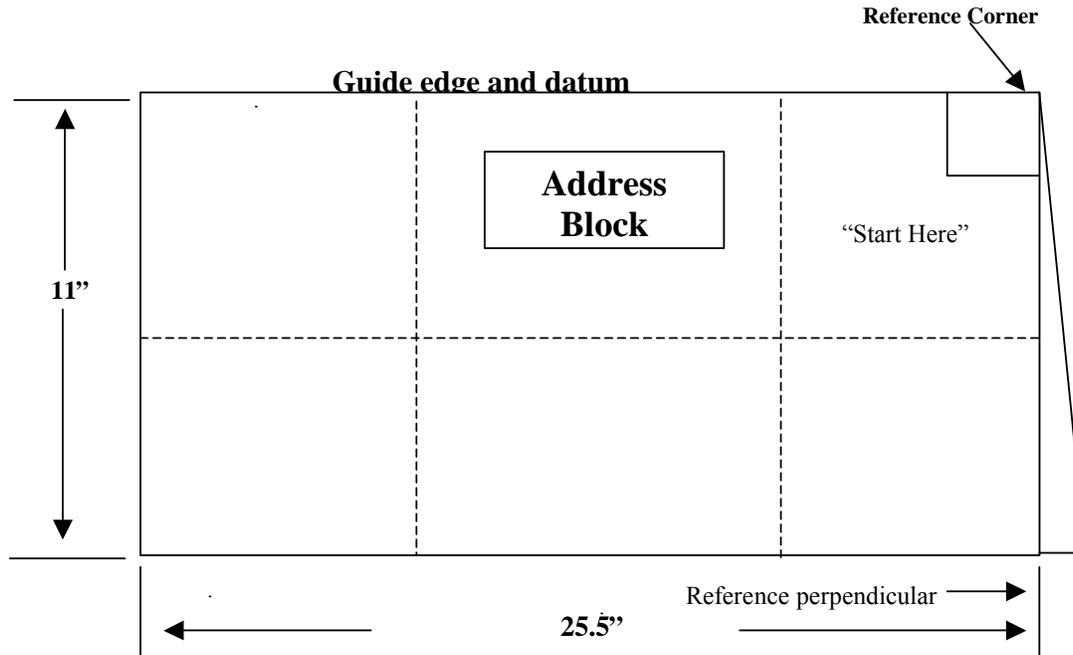
- Exceeding tolerance for Pantone x solid color
- L\*, a\*, b\*, or cyan density by less than 30%...Major
- L\*, a\*, b\*, or cyan density equal to or more than 30%...Critical
- Cyan density (any measurement outside of tolerance)...Critical
- Exceeding tolerance for Process Cyan flat tone or black solid...Major
- A visible density shift in a solid or flat tone of Process Cyan ...Major

**Size and Text & Illustration Image Position:**

Reference corner: The upper right (northeast) corner when the questionnaire is open with the "Start Here" panel on the right. (See Figure 1)

- Datum: The top of the questionnaire. (See Figure 1)
- Lead Edge: The right edge of the questionnaire when open with the reference corner in the upper right. (See Figure 1)
- Reference Perpendicular: A line constructed perpendicular to the datum at the reference corner. The reference perpendicular and the lead edge do not necessarily coincide.

(Not To Scale)



**Figure 1 Questionnaire Image Reference Illustration**

#### C.4.8.1 Tolerances

##### C.4.8.1.1 Questionnaire Tolerances

#### Tolerances and Definitions

- See QATAP Level II Printing specifications, unless specified otherwise. Nonconformance with these tolerances shall be classified as a Critical defect unless otherwise specified. The tighter requirement governs in all cases.
- Any unspecified black image bleed shall be classified as a Critical defect. Any other unspecified bleed shall be classified as a major defect.
- Image position measurements shall be made from the datum and reference perpendicular of the questionnaire.
- Image Size: The printed image on any page shall not vary more than 1/16" from the specified dimensions. Nonconformance with this requirement shall be classified as a Critical defect.
- Damaged Questionnaires: There shall be no tears longer than 1/32", no dog-ears, and no creased or folded over wrinkles on the questionnaires. There shall be no wrinkles displacing the lead edge of the questionnaires more than 1/8" from a flat surface on which an unfolded sheet is laid. Nonconformance with this requirement shall be classified as a Major defect. Other wrinkles shall conform to GPO Pub. 310.1 GPO Pub. 310.1, Attribute F-8. Product Quality Level II.
- Printed Image Misplacement:
  - $\pm 3/32$ " from the datum
  - $\pm 1/16$ " from the reference perpendicular

- Unfolded Skewness: The angle between the lead edge and the reference perpendicular shall be no greater than  $0.75^\circ$
- Fold Position and Skewness:  $\pm 1/16''$   
 $\pm 2^\circ$

#### C.4.8.1.2 Envelope Tolerances

**Table 12 Envelope Tolerances**

Window Location	$\pm 1/16''$
Printed Image Misplacement	$\pm 1/32''$
Position and Skewness	$\pm 2^\circ$
Filled in Characters	There shall be no filled in characters.
Image Size	The printed image on any envelope shall not vary more than $1/16''$ from the specified dimensions.

All applicable image position tolerance shall meet USPS requirements. The letter-size return envelopes shall meet the USPS High Volume QBRM requirements. All flat mailing packages shall meet BRM requirements. Nonconformance with USPS requirements shall be classified as a Critical defect.

#### C.4.8.1.3 Damaged Envelope Tolerances

There shall be no cuts or tears greater than  $1/32''$  and no creased or folded over wrinkles on the envelopes. Nonconformance with this requirement shall be classified as a major defect.

#### C.4.8.1.4 Document Integrity (DI) Match Tolerance

A Critical defect shall be assigned if the two DI numbers on a form do not match.

#### C.4.8.1.5 Item Missing From Mailing Package Tolerance

No mail package shall be knowingly mailed or delivered which has an item missing from the package. A Critical defect shall be assigned if an item is missing from a mailing package.

#### C.4.8.1.6 Address Match Tolerance

A Critical defect shall be assigned on any addressed piece that does not match the address file.

#### C.4.8.1.7 Address Not Showing Through Window - Outgoing Envelope Tolerance

A Critical defect shall be assigned if any part of the address does not show through the window of the outgoing envelope.

**CRITICAL:** Location of the address blocks on the questionnaire is critical. The entire **mailout** address block, including the Census ID bar code, shall be visible through the window of the mailout envelope regardless of the shifting of the contents within the envelope. When the contents of the **mailout** envelope are jogged to the left, there shall be a minimum of  $2/10''$  of clear space between the left edge of the window and the left edge of the Census ID bar code. The Census ID bar code and 4-State

Customer Bar Code portion of the mailback address block shall be visible through the window of the **BRM** envelope, regardless of the shifting of the contents within the envelope. When the contents of the **BRM** envelope are jogged to the left, there shall be a minimum of 2/10" of clear space between the left edge of the window and the left edge of the Census ID bar code. When the contents are jogged to the bottom, there shall be a minimum of 1/25" of clear space between the bottom edge of the window and the bottom of the 4-State Customer Bar Code.

#### **C.4.8.1.8 Bar Code Quality Tolerance**

- A bar code with an ANSI grade of D or F shall be assigned a Major defect.
- An unreadable bar code shall be assigned a Critical defect.
- Any strike-through (bleed-through) resulting from the bar code shall be assigned a Critical defect.
- Census ID Placement: Nonconformance with the position requirements herein shall be classified as a Major defect.
- Census ID Skewness:  $\pm 2^\circ$  with the top edge of the folded questionnaire.
- DI bar code and Unique ID:  $\pm 1/8$ " from the specified standard location.  $\pm 2^\circ$  Both requirements are referenced to the offset image.
- Bar code placement and Skew: There shall be a minimum of 1/32" white space at the top and bottom of the black image on each side of the questionnaire. Noncompliance with this requirement shall be classified as a Critical defect. The exception to this requirement is the page number.

#### **C.4.8.1.9 Variable Image Type Quality Tolerances**

The percent reflectance of the variable image type shall vary from the percent reflectance of the Census ID bar code by no more than  $\pm 6\%$ .

#### **Filled In Character Tolerances**

There shall be no filled in characters.

#### **Address Voids:**

- A single address shall contain no more than a total of six unacceptable voids.
- An unacceptable void is one that is greater than a 0.20 mm wide extending entirely across a character, or greater than 0.10 square mm in area anywhere in a character.
- Nonconformance with this requirement shall be classified as a Major defect.

#### **C.4.8.1.10 Variable Computer Imaged Bar Code Resistance to Rub Off**

The Contractor shall ensure that the variable computer imaged bar code is resistant to rub off. Resistance to rub off and scuffing is the ability of the product to resist smearing, imaging pigment transfer, and/or density decay during handling, processing, mailing, etc.

### **INSTRUMENTS**

1. Sutherland Rub Test as specified in the QATAP
2. Bar code Verifier

3. Density measurements shall be made using a densitometer with a spectral response ANSI status T, 0/45 geometry, following ANSI CGATS.4-1993 Graphic technology-Graphic arts reflection densitometry measurements-Terminology, equations, image elements and procedures, following manufacturer's recommendations for calibration and operation of the instrument.
4. Standard viewing conditions per ANSI PH2.30-1989; Color Prints, Transparencies, and Photomechanical Reproductions; Viewing Conditions, Part 1

#### **C.4.8.1.11 Interleaved 2 of 5 (I 2/5) Bar Code Standards Compliance**

Interleaved 2 of 5 bar codes shall meet the following requirements.

- The bar codes shall comply with AIM X5-1 1993, "Uniform Symbology Specification Interleaved 2-of-5" and ANSI X3.182-1990, "American National Standards for Information Systems - Bar Code Print Quality – Guideline." Symbol grades shall be at least C/10/660.

#### **C.4.8.1.12 I 2/5 Bar Code Quality Tolerance**

I 2/5 bar code with an ANSI grade of D or F shall be assigned a Major defect. An unreadable I 2/5 bar code shall be assigned a Critical defect.

#### **C.4.8.1.13 Postal Bar Code Requirements**

Postal bar codes shall meet USPS requirements documented in the DMM. Nonconformance with USPS requirements shall be classified as a Critical defect.

#### **C.4.8.1.14 Other Tolerances**

All applicable image type quality and position tolerances shall meet USPS DMM (QBRM) requirements, including 4-CB Specifications, and Confirm Service requirements. Nonconformance with USPS requirements shall be classified as a Critical defect.

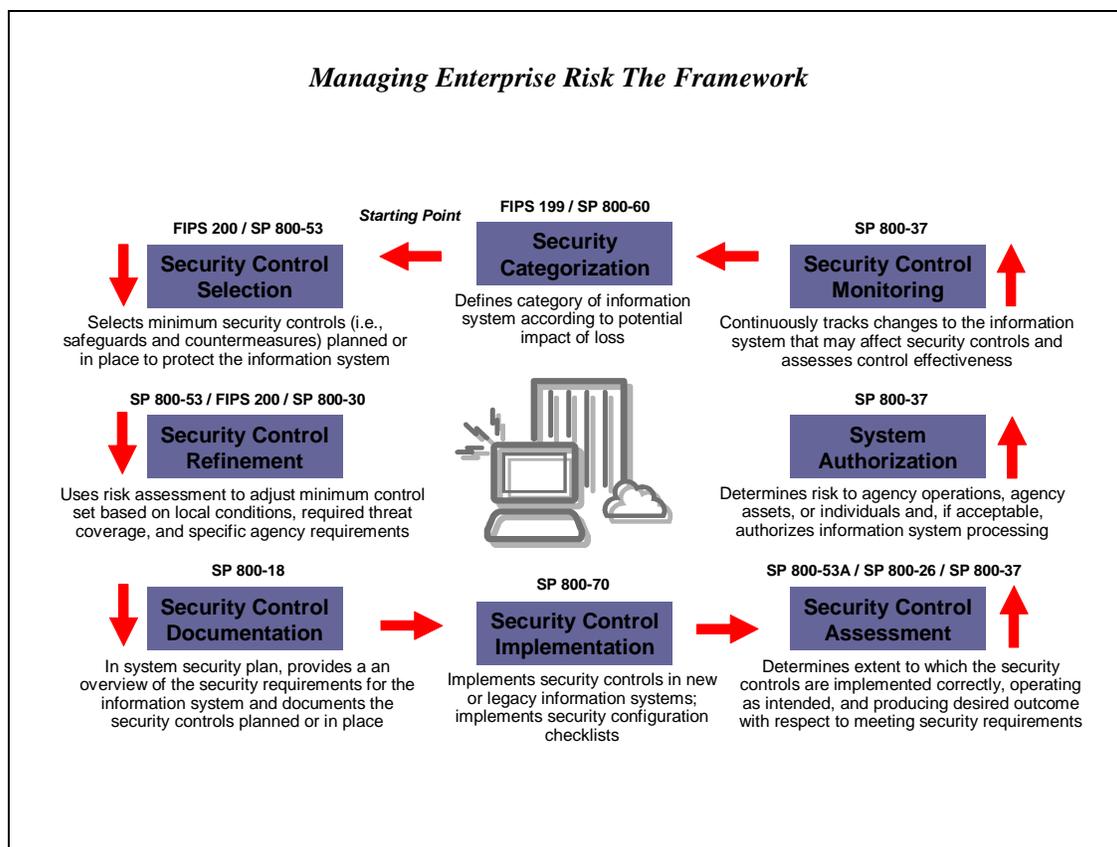
## **C.5 SECURITY**

The overarching requirements for protecting the information and processes and for assuring the integrity and availability of deliverables (i.e., security) of all work performed under this contract are prescribed in the Federal Information Security Management Act of 2002, also known as FISMA (Public Law 107-347, Title III ), and the combined set of FIPS and Special Publications produced by the National Institute of Standards and Technology (NIST) that provide the implementation details to achieve FISMA goals. The Department of Commerce document entitled "IT Security Program Policy and Minimum Implementation Standards (Rev 30 Jun 2005)" provides a departmental expansion of the basic NIST provision. It is available at the following URL, and will be referenced in this document as DoC-ITSPP: <http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>.

Also, the Census Bureau has produced a companion document entitled "Census Bureau IT Security Program Policies (CBITSP) (rev 14 Mar 2003)," which is available at the following URL: <http://cww2.census.gov/it/itso/docs/ITSecurityProgramPolicy.doc>.

Further references to this document will be identified as CBITSP. This document is undergoing review/revision as of March 2006, and the final approved version will replace the above document for purposes of this contract upon its release.

An excellent overview of how FISMA and the NIST documents work together is presented in the document entitled “Building More Secure Information Systems, A Strategy for Effectively Applying the Provisions of FISMA,” available at: <http://csrc.nist.gov/sec-cert/PPT/fisma-january-2006.pdf>. The following graphic, extracted from the presentation, summarizes the relationship of the NIST documents.



**Figure 2 Governmental Security Controls**

The FISMA/NIST model is one of risk management over the entire life of the system, which requires identification of the information to be processed and the security characterization (confidentiality, integrity, and availability) of these data and systems (both electronic and physical forms of information). In addition, FISMA/NIST requires specification of procedures that are documented, tested, approved, and audited to assure effectiveness. The Contractor shall be required to receive approval for the security controls that will be used to assure that confidentiality, integrity and availability requirements are met. The Government plans site visits to review the physical and IT facilities and processes before, during, and after printing in order to ensure compliance.

A key focus of physical security during the printing process for both the 2008 DR and the 2010 Decennial Census is assuring that the printed products are not contaminated—and do not appear to be contaminated—with any chemical, biological, or other foreign material. The Contractor’s processes

and physical security shall be sufficient, both during production and in post-production processing, transport and storage, to deter introduction of any substance and to detect any attempted introduction.

The Census Bureau will provide electronic versions in PDF format of census forms, envelopes and other material to be printed. The content of these materials is considered to be of LOW impact level for **Confidentiality**. In addition, the Government will provide a Census Address File, a file of MODERATE impact level for Confidentiality.

Electronic communication of the Census Address File is required. The Census Address File contains data that the Census Bureau has promised to the public will be protected at all times and that are subject to the provisions of Title 13, United States Code (13 U.S.C.). These data shall be protected at all times from breaches of confidentiality (13 U.S.C. §9), specifically from access by anyone not in “Special Sworn Status.” For disclosing any content of a Title 13 data, the Contractor and Contractor employees may be subject to the fines and/or criminal penalties (13 U.S.C. Section 214, as amended by 18 U.S.C. §3559 and §3571). The Contractor shall protect the address data in electronic storage at all stages of the process, from receipt until all traces of the data have been removed from active, back-up and archival storage.

Protections shall also be provided to products that contain printed information taken from the Census Address File. These printed materials include all final materials and any waste containing information from the address file. It is useful to understand that the printed material containing information from the Census Address File or any other Title 13 data is information from a “Federal Information System” stored on a paper “medium,” for purposes of determining appropriate controls (see definitions in FIPS 200, pages 7 and 8).

The content of all of the files received from the Census Bureau shall not change other than through a formal and approved process (MODERATE impact level for **Integrity** for 2008 Dress Rehearsal but HIGH impact level for Integrity thereafter), and the printed products shall be delivered according to the approved schedule (MODERATE impact level for **Availability** for 2008 Dress Rehearsal but HIGH impact level for Availability thereafter).

Other data may be provided to perform required activities under this contract. No data will exceed a security characterization of MODERATE impact level for Confidentiality, HIGH impact level for Integrity and HIGH impact level for Availability. All data will be transmitted to the printer with a full security characterization and specification of any special handling requirements (either explicitly or by reference to an approved source, such as a Security Plan, the contract, etc.). The contractor should not accept any data file for which this controlling information is absent.

### C.5.1 Minimum Security Requirements from FIPS 200

FIPS 200 specifies the minimum security requirements for seventeen areas. The seventeen areas are:

**Table 13 FIPS 2000 17 Security Areas**

1. Access Control	10. Media Protection
2. Audit and Accountability	11. Personnel Security
3. Awareness and Training	12. Physical and Environmental Protection
4. Certification, Accreditation, and Security	13. Planning

Assessments	
5. Configuration Management	14. Risk Assessment
6. Contingency Planning	15. System and Communications Protection
7. Identification and Authentication	16. System and Information Integrity
8. Incident Response	17. System and Services Acquisition
9. Maintenance	

NIST Special Publication 800-53 elaborates on each of these areas, providing guidance on how to interpret each area, how to determine the minimum level of controls in each area for a security characterization of LOW, MODERATE, or HIGH impact levels, and how to extend requirements beyond the minimum to meet specific circumstances. Before certification and accreditation (C&A) is granted, the Contractor shall show substantial compliance with the specified minimum security requirements (at the MODERATE impact level for Dress Rehearsal and the HIGH impact level thereafter) and submit a plan for resolving identified issues, which the Census Bureau will approve.

### C.5.2 Census Bureau-Specific Requirements

In addition to the minimum security requirements from Special Publication 800-53, Department of Commerce and Census Bureau policies require that certain Census Bureau-specific issues be addressed, or that minimum controls be expanded in certain ways. Therefore, the contractor is required to conform to the following additional requirements that are presented in the order of the 800-53 document. When possible, a document is cited with a URL.

#### C.5.2.1 Access Control

- The Contractor shall restrict access to all confidential information obtained from the Census Bureau in performance of this contract to those employees and officials who need it to perform assigned duties. Employees and officials who need access to confidential information for performance of the contract will be determined at the post award conference between the Contracting Officer and the responsible Contractor official.
- The Contractor shall protect Title 13 data until turned over to the USPS for mailing, returned to Census Bureau offices, or destroyed per approved procedures.
- All contractor employees who have access to Title 13 data shall take the Census Bureau Oath of Non-Disclosure of the data and receive “Special Sworn Status.”
- The Contractor shall keep Title 13 data segregated to the degree possible in both physical and electronic environments, and provide appropriate barriers, e.g., fencing, secured rooms, secured bays, and secured loading docks, etc.
- Control of data and materials containing Census Address List information shall be operative before, during, and after printing.
- The Contractor shall define a badging strategy that provides overall credentials establishing corporate identity and tactical credentials that provide an easily observable indication of the appropriateness of the presence of the individual person in a given area for a given day and shift.
- Refer to Section 6.1 of the CBITSPP.

### **C.5.2.2 Audit and Accountability**

Effective internal controls shall be established to ensure protection of Census Bureau information assets. Refer to Section 4.3 of the CBITSP.

### **C.5.2.3 Awareness and Training**

- All Contractor personnel with access to Title 13 data, such as the Census Address File, shall complete annual Title 13 training provided by the Census Bureau.
- All Contractor personnel with access to IT resources shall complete an annual IT Security Awareness Course provided by the Census Bureau's IT Security Office.
- All Contractor workstations from which access to Title 13 data will be performed shall display a Census Bureau approved "warning banner."
- Refer to Section 5.9 of the CBITSP.

### **C.5.2.4 Certification, Accreditation, and Security Assessments**

- Certification and Accreditation documents (both initial and recertification) shall be submitted to the Census Bureau for review and acceptance. A written authorization to proceed will be issued.
- While conducting work under this contract, the contractor shall disclose new or newly discovered threats to the Census Bureau, or if existing safeguards have ceased to function, the Contractor shall immediately bring the situation to the attention of the Census Bureau. Safeguards shall be instituted in accordance with the changes clause in the contract.
- All facilities operated by the Contractor for or on behalf of the Government shall be available at all times for physical security inspections by the Government personnel to ensure the sites comply with all applicable physical and IT security requirements of the Government. The Contractor shall work with the Government to determine jointly the inspection schedule based on the schedule requirements and the availability of Government staff.
- After contract award, the Contractor shall work with the DOC Office of Security at the Census Bureau to determine physical security requirements on a site-by-site basis for inclusion in the Security Plan.
- Refer to Section 3.3 of the CBITSP.

### **C.5.2.5 Configuration Management**

The Contractor shall produce a plan(s) to provide controls over both electronic and printed materials; and this plan(s) shall be subject to change control procedures. Refer to Section 5.5.1 of the CBITSP.

### **C.5.2.6 Contingency Planning**

- Due to the HIGH impact level for Availability requirements, the Contractor shall have an established alternate site from which to continue work under this contract, or provide an acceptable alternate plan.
- The Contractor shall describe how contingency plans are tested.
- Refer to Section 5.4 of the CBITSP.

### **C.5.2.7 Identification and Authentication**

- The Contractor shall ensure that individuals present in the physical space or accessing systems have been vetted through standard identification procedures and have been authorized to be in

the space and to access the system. The Contractor shall have an approved mechanism in place to confirm both identity and current authorization upon entry/access.

- Where devices and systems provide a mechanism to do so, systems shall track activity on the system, both authorized and unauthorized, by user or process identity.
- Refer to Section 6.2 of the CBITSP.

#### **C.5.2.8 Incident Response**

- Section 9, Incident Response, of the DoC-ITSPP specifies additional controls that may apply to work under this contract.
- Final details of the Incident Response Plan will be defined in collaboration with the Census Bureau post award.
- Refer to Section 5.10 of the CBITSP.

#### **C.5.2.9 Maintenance**

- The Contractor shall assure that no electronic device that contains, or has contained, Title 13 data shall be sent off-site for repair or other maintenance unless successfully cleaned of all Title 13 data per a Census Bureau approved process.
- The Contractor shall work with the Census Bureau after award to establish this process.

#### **C.5.2.10 Media Protection**

- The Contractor shall track all systems on which Census Bureau data have been loaded.
- The Contractor shall assure that all Census Bureau data have been removed from all systems across the prime contractor's system and the system(s) of all subcontractors to which the prime transmitted data. An affidavit shall be submitted to the Contracting Officer confirming final clean-up.
- Transport of printed materials (e.g., printing floor to "letter shop" or to storage) that contain Title 13 information shall be by locked vehicle.
- The Contractor shall dispose of all paper waster materials that contain Title 13 data, so that no portion of the address is identifiable. Prior to destruction of any defective materials, the contractor shall notify the GPO, so that Government representative(s) may be present to witness the destruction if so desired. In addition, the contractor shall furnish a sworn affidavit to GPO, certifying that the defective address materials have been destroyed at the Contractor's plant or at a government-approved site by burning, pulverizing, or other method agreed to by the CO.
- The Contractor shall specify how printed material will be prepared for and maintained in post-print storage.

#### **C.5.2.11 Personnel Security**

The following are included by reference. All three are at:

[http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf)

CAM 1337.70.

- CAR 1352.239-73
- Note 1: In paragraph (b), the optional specific citation shall be understood to be the DoC-ITSPP and the CBITSP.

- Note 2: In paragraph (c)(2), the timing of submission of the Certification and Accreditation documents will be determined post-award.
- CAR 1352.239-74
- CAR 1352.209-72
- All Contractor employees with access to Title 13 data, such as the Census Address File, shall take the Census Bureau Oath of Nondisclosure of the data to receive Special Sworn Status. A designated Census Bureau employee or a Notary Public, if the Census Bureau designee is unavailable, will administer the oath.
- All Contractor employees shall be subject to penalties for unlawful disclosure of Title 13 data.
- The Contractor shall describe how sufficient staff with required background checks and “Special Sworn Status” will be made available to cover illness, leave, and other contingencies.
- All Contractor employees shall be designated at a risk level appropriate for the duties assigned according to Census Bureau policy, as defined in the CAM Section 1337.70 ([http://oamweb.osec.doc.gov/docs/CAM\\_1337.70.pdf](http://oamweb.osec.doc.gov/docs/CAM_1337.70.pdf)). It is anticipated that those with significant control over/responsibilities for the network and data systems will be rated at the high risk level.
- The Census Bureau will process all required background checks.
- All Contractors shall complete a pre-employment check. General requirements include completing the following forms and submitting them to the Office of Security two weeks prior to starting: two (2) fingerprint cards (FD-258), Questionnaire for Non-Sensitive Positions (SF-85) or Special Agreements Check (OFI-86C), Declaration of Federal Employment (OF-306) and Special Sworn Status (BC-1759). This includes any Contractor(s)/Subcontractor(s) performing contract work or support work and any project supervisors and management officials who visit the sites. Note the following exceptions and particulars:
  - Wherever access to a “site” is limited, the Contractor shall work with the Census Bureau to define appropriate limits for specific sites, as required to balance work and security. Once defined, the limits shall be enforced per the agreed upon definitions.
  - If the Contractor will be working less than fourteen (14) days total then he/she shall fill out the BC-1759, be sworn in and be escorted by a Census Bureau employee.
  - If the Contractor will be working more than fourteen (14) days total but less than one year then he/she shall submit two (2) FD-258, one (1) OFI-86C, one (1) OF-306, and the BC-1759. This is required for what is referred to as a Special Agreements Check
  - If the Contractor will be working one (1) year or longer then he/she shall submit two (2) FD-258, one (1) SF-85, one (1) OF-306, and the BC-1759. This is required for what is referred to as a National Agency Check with Inquiry (NACI).
  - Fingerprints may be taken at any police station.
- The Contractor shall ensure that all personnel complete the required background investigation forms prior to starting work on the contract. The list of forms needed for Contractor personnel is shown below. Security personnel working on this contract shall also have to complete a credit check. The credit check forms will be provided by the Government as needed.
  - Bureau of the Census Form BC-1759 – Application for Special Sworn Status (Parts A and D) shall be completed prior to taking the Oath of Nondisclosure (swearing in). Parts B and C shall be completed at the time the Oath of Nondisclosure is administered;
  - SF-85 – Questionnaire for Non-Sensitive Positions (If access required is 365 days or more); OR
  - OFI-86C – Special Agreement Check (If access is less than 365 days);
  - OF-306 – Declaration for Federal Employment; and

- FD-258 – Fingerprint Charts (2).
- Should the CO receive an unsuitable report on any contract employee as a result of processing of the personnel security forms, or should an existing employee under this contract become unsuitable or unfit for assigned duties in this regard, the Contractor shall be advised by the Government that such employee cannot be assigned to work or continue to work under the contract. The Contractor shall immediately remove any such employee and replace him/her with a suitable substitute.
- Potential Contractor employees who have previously had their suitability determined shall submit a BC-1759, Special Sworn Status form before any investigative work can begin. The potential contract employees may not need to submit other forms, unless the suitability cannot be verified by the prior Government agency or unless one (1) calendar year or more has elapsed since they last started work under a Census Bureau or any Government agency contract. These contract employees shall, however, in lieu of the required paperwork, provide a written statement that they have a current suitability determination that lists the agency, contract number(s), contact name and number(s), and performance dates for contracts on which they have or are currently participating, the type of investigation on which the suitability determination was based, and completion date of the investigation that required such a determination.
- Contractor personnel who are not U.S. citizens are subject to the same security processing as any other Contractor. The suitability determination requires that non-United States citizens reside in the United States for at least two (2) years leading up to the date of submission of the appropriate investigation forms. The Contractor shall not employ or use any foreign nationals on any aspect of the contract who have been in the United States less than two (2) years. The Contractor shall only submit suitability determination paperwork for foreign nationals who resided in the United States for the two (2) years preceding submittal of the suitability paperwork. The Government reserves the right to change the policy related to Foreign Nationals and the Contractor shall adhere to the policy changes.
- Foreign nationals who have resided in the United States for at least the previous two (2) years before employment on this contract will be granted access to Title 13 data after providing all necessary forms, including Immigration and Naturalization Service documentation and receiving a positive suitability determination. (See Forms List above and Section J, Attachment (*insert # when available*) for a copy of each form.) However, these foreign nationals will not be allowed in any Government designated restricted areas.
- The Contractor shall ensure that Foreign Nationals:
  - Do not access Government designated restricted areas;
  - Do not assume administrative or policy-forming responsibilities for any contract-related work;
  - Do not assume security related positions such as security management or oversight, guards, or security officers in any contract -related facilities;
  - Do not access classified (national security) information; and
  - Do not access restricted areas, such as computer rooms or telecommunication centers, in any contract-related facilities.

#### **C.5.2.12 Physical and Environmental Protection (PE)**

Each facility in which the Contractor shall use the Title 13 data shall be certified by the Census Bureau as a Title 13 address processing facility before receiving the data. Refer to DoC-ITSPP, Sections 1.4

and Appendix H, especially Section H-11, located at: <http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>

- The Contractor shall monitor fire panels internally at a central control panel within each contracted site and have it monitored externally by either a separate off-site entity or a direct link into the fire department.
- The Contractor shall provide smoke detection system equipped with audible and visual alarms that are integrated into the centrally monitored security system.
- The Contractor shall assure that appropriate and effective controls are in place in the following segments of operations to control access and limit the possibility of contamination:
  - Printing of forms,
  - Bundling personalized materials for transport to lettershop operations,
  - Staging and loading of materials for transport (from printing, lettershop, storage and interim handling locations, if any),
  - Actual transportation of materials – regardless of distance or duration, and
  - Receipt of transported materials (at lettershop, storage and interim handling locations, if any).
- Refer to Section 5.2 of the CBITSP.

#### **C.5.2.13 Planning (PL)**

The Contractor shall create/maintain and adhere to a:

- Security Plan, reference NIST Special Publication 800-18
- Risk Assessment; reference NIST Special Publication 800-30
- Continuity of Operations Plan and contingency planning, reference NIST Special Publication 800-34
- Self-Assessment, reference NIST Special Publication 800-26

Note: NIST Special Publications are located at:

<http://csrc.nist.gov/publications/nistpubs/index.html>

- The Security Plan shall include a floor plan detailing the area(s) to be used, showing existing walls, equipment to be used, and the printing and finishing locations.
- The Contractor shall provide written responses to all Census Bureau “Test ID” questions. This document is available only on the Census Bureau Intranet and will be provided separately.
- Specify as stringent controls as reasonable and possible, including:
  - Intrusion detection devices (to include for storage areas) - Mandatory;
  - Closed circuit television or other security camera systems (to include for storage areas) and the plan to preserve recorded materials;
  - Badging systems and restricted access;
  - Armed and/or unarmed security personnel;
  - Parking permits; and
  - X-ray and metal detectors.
- The Contractor shall work with the Census Bureau to produce acceptable plans, including any so-called Plan of Action and Milestones remedial plans that may be required.
- Refer to Section 3.0 of the CBITSP, particularly Sections 3.1 and 3.2.

#### **C.5.2.14 Risk Assessment**

There shall be no requirements beyond the Special Publication 800-53 requirements.

- A Risk assessment shall be conducted initially for each system. A review of this risk assessment shall be conducted annually on a fiscal year basis. A complete risk assessment shall be conducted every three years.
- Refer to Section 4.1 of the CBITSPP.

#### **C.5.2.15 System and Communications Protection**

The Contractor shall show how encryption keys are handled and protected. All Title Protected data shall be encrypted utilizing a FIPS 140-2 compliant encryption package while in transit. Refer to Sections 6.1, 5.3.1.2 and 5.3.1.3 of the CBITSPP for additional information.

#### **C.5.2.16 System and Information Integrity**

The Contractor shall specify how electronic files provided by the Census Bureau will be protected from change.

- The Contractor shall specify how electronic systems are protected from virus, malicious code, unintended change or introduction of access routes, etc.
- Refer to Section 5.7 of the CBITSPP and Section 12 of the Departmental reference.

#### **C.5.2.17 System and Services Acquisition**

The Contractor shall ensure that subcontractor security adheres to the same FISMA/NIST standards used in the prime contract and that adequate controls are in place to monitor the subcontractor performance.

[End Section C]

## SECTION D PACKAGING/LABELING AND MARKING

### D.1 GENERAL

For each task/delivery order under this contract, the Government will provide the Contractor with specific sorting, packaging, and distribution instructions. However, the following subsections provide the overarching requirements for these activities.

### D.2 SORTING AND PACKAGING

The Contractor shall sort printed/finished products into trays to qualify for Automation, Presorted, and Single-Piece rates according to the USPS DMM standards for First-Class Mail preparation, as specified under "Mailing Packages." Tray labels shall be prepared according to USPS DMM requirements in Section M130, M820, and M032.

The Contractor shall pack assembled, unsealed, and unaddressed packages and other materials suitably in shipping containers, and uniquely identify the containers with package or form type. Shipping containers shall be made in accordance with ASTM D5118 and any amendments, and shall have a minimum bursting strength of 275 pounds per square inch, or a minimum edge crush test (ECT) of 44 pounds per inch width. If pallets are used, they shall be 48" x 42" with 2 wide openings on the 42" side. The pallet height (including pallet) shall not exceed 48". Pallets are required with **single stringer**.

### D.3 LABELING AND MARKING

For unaddressed packages, the Contractor shall prepare appropriate shipping container labels. Container labels shall uniquely identify the container contents and quantity. Printed products cannot be mixed within shipping containers.

### D.4 GOVERNMENT FURNISHED MATERIALS

If receiving and unpacking Government Furnished Materials (GFM), the Contractor shall perform all unpacking and placement of materials or equipment in accordance with the Contractor's and manufacturer's specifications. When returning GFM, the Contractor shall ensure safe delivery without marks, scratches, dents or other damages. This packaging shall be such that shock and vibration incidental to shipping and handling will be minimized. Shipping containers shall be plainly and substantially marked to show the Contractor's name, the contract number, contract line item number, a brief description of the contents (including model number and serial number), and the name of the COTR.

[End Section D]

## SECTION E INSPECTION AND ACCEPTANCE

### E.1 MMAR52.252-2 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMAR	52.246-1	Contractor Inspection Requirements	APR 1984
MMAR	52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
MMAR	52.246-2	Inspection of Supplies – Fixed Price (ALT I)	JUL 1985
MMAR	52.246-4	Inspection of Services – Fixed Price	AUG 1996
MMAR	52.246-16	Responsibility for Supplies	APR 1984
MMAR	52.246-20	Warranty of Services	MAY 2001

### E.2 GENERAL REQUIREMENTS FOR INSPECTION AND APPROVAL

#### E.2.1 Deliverable Certification

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

#### E.2.2 Inspection and Approval

The Contracting Officer, or other duly authorized representative, will perform inspection of the items provided under this contract at the place of delivery in accordance with the requirements in the Census Bureau's Contract Surveillance Plan for this contract. Only the CO, or his/her duly authorized representative, will approve deliverables under this contract.

### E.3 INSPECTION AND APPROVAL OF WRITTEN DELIVERABLES

#### E.3.1 Delivery of Written Deliverables

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

#### E.3.2 Approval of Written Deliverables

Approval of Written Deliverables is in accordance with Section F.3.

## **E.4 INSPECTION AND APPROVAL OF DATA DELIVERABLES**

### **E.4.1 Delivery of Data Deliverables**

All data deliverables shall be submitted in accordance with the delivery requirements in Section F of this contract.

### **E.4.2 Approval/Acceptance of Data Deliverables**

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

## **E.5 TRANSFER OF OWNERSHIP AND RISK OF LOSS**

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

## **E.6 CONTRACTOR SURVEILLANCE**

In accordance with the Government approved Contract Surveillance Plan, the Government will conduct contract quality assurance surveillance activities at any location where work under this contract takes place, regardless of whether a facility is a prime contractor or subcontractor facility. The Government will coordinate access for surveillance purposes with the prime contractor.

Contract quality assurance on subcontracted products and services may be performed at the discretion of the Government. This activity does not relieve the Contractor of any responsibilities under the contract. When appropriate, the Contractor shall be requested to arrange for timely Government access to subcontractor facilities. The Government may perform quality assurance at the subcontract level when it is determined to be in the Government's interest.

## **E.7 DELIVERABLE QUALITY STANDARDS**

The Government will work with the Contractor to define specific quality standards for each written and product deliverable. Regardless, the Government expects them to be timely, thorough, and accurate. That is, they shall arrive at the designated Government facility on or before the scheduled due date; they shall completely address the Government's requirements; and they shall have no more than a few minor errors. As each deliverable is usually the end result of a series of activities, prior to starting on the task it is vital that the Contractor and the Government agree on the approach for the deliverable, the activities involved to develop it, and any other expectations for the final product.

## **E.8 ACCEPTANCE/APPROVAL PROCEDURES FOR QUESTIONNAIRES PACKAGES**

Acceptance and approval procedures are part of the process to ensure a quality product is produced. Acceptance and approval processes include, but are not limited to, digital media management and deliverables, pre-flight, proofing, prior to production samples, and press sheet inspections.

### **E.8.1 Prior to Production Acceptance/Approvals**

The contractor shall not print any material prior to all approvals, such as proof approvals and press sheet inspections.

#### **E.8.1.1 Proofs for Prior to Production Samples (For Each Item)**

Using the test files (electronic media), the Contractor shall furnish two (2) complete set(s) of composite digital proofs constructed using the same Raster Image Processor (RIP) that will be used to produce the prior to production product. At the Contractor's option, film-based Dylux or similar proofs may be furnished. Proofs shall be collated in page sequence with all elements in proper position (not pasted up), imaged face and back, and trimmed to the finished size of the product. These proofs shall have illustrations and text matter composited. Sublimation, inkjet, photographic, and overlay proofs are not acceptable. The proofs shall have color control bars, tint patches and dot gain scale (such as Brunner, GATF, GRETAG, or RIT) repeated across the sheet. Digital one-piece composite laminated color proofs (Kodak Approval, Screen TrueRite, Dupont Thermal Waterproof, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 dpi are required (indicate margins). Proofs shall show dot structure. The make and model number of the proofing system utilized shall be furnished with the proofs. Pantone colors may be substituted with a similar color but shall not be built.

In addition, the Contractor shall furnish at least five (5) samples of the computerized imaging, including the Interleaved 2 of 5 bar codes, Census ID, PostNet bar code, 4-State Customer Bar Code, and document integrity bar codes, printed on the same stock to be used during the production run.

#### **E.8.1.2 Prior to Production Proof Submission and Approval**

Procedures for submission of proofs will be determined during the Technical Collaboration period of the contract.

- The Government will approve, conditionally approve, or disapprove of the proofs within 10 work days after receipt of proofs.
- If any Contractor's errors are serious enough in the opinion of the Government to require revised proofs, the revised proofs are to be provided at no expense to the Government.
- No extra time can be allowed for these additional proofs. Such operations shall be accomplished within the original production schedule allotted in the specifications.

#### **E.8.1.3 Prior to Production Paper Samples**

The Contractor's paper manufacturer shall submit outturn samples and test data from each manufacturing run to the Government for evaluation. Each sample set shall consist of 50 sheets, 8½" x 11", randomly selected and representing the entire manufacturing run. Sampling shall be done in accordance with the current edition of the standard method described in TAPPI T-400, Sampling and Accepting a Single Lot of Paper, Paperboard, Containerboard, or Related Product. A covering document shall accompany each sample set and shall include the following information: a) the GPO Contact Number; b) the mill or manufacturing run number; c) the manufacturer's test data obtained at

regular intervals throughout the manufacturing run (for all properties in this specification including CIE L\*a\*b\* measurements); d) a description of the paper; and e) a statement certifying that sampling was conducted in accordance with TAPPI T-400. The covering document that includes the information required for b, c, and e shall be signed by the paper manufacturer's official responsible for sampling, quality control and quality assurance. Procedures for submitting paper samples to the Government will be provided during the Technical Collaboration period of the contract (CLIN0002).

#### **E.8.1.4 Prior to Production Ink Draw-Downs**

The questionnaire background colors (such as Process Cyan and Pantone 368) shall be suitable for electronic color dropout by the data capture system. They shall not contain any black pigment. For Process Cyan and Pantone 368U, the Contractor shall furnish at least five (5) ink draw-downs on 8½" x 11" paper stock, which the contractor intends to use in the final production. Each draw-down shall be annotated with CIE L\*a\*b\* and Status T density measurements made using instruments(s) of the type the Contractor intends to use when establishing nominal printing conditions. Color measurements shall be absolute measurements (substrate included) made with 45/0 geometry on dry ink film with black backing, unfiltered illumination, and a minimum aperture size of 2.0 mm, following the manufacturer's recommendation for calibration and operation of the instrument. All color measurements shall be performed using instruments of a single make and model. When measurements of wet ink films are made, the correlation between wet and dry shall be established. Colorimetric calculations shall reference Illuminant D50, 2 degree (CIE 1931) observer following CGATS.5-2003. Density measurements shall be relative (substrate excluded), made with 45/0 geometry on dry ink film with black backing and a minimum aperture size of 2.0 mm, following the manufacturer's recommendation for calibration and operation of the instrument. Density measurements shall conform to ANSI Status T following CGATS.4-1993. The Contractor shall also furnish manufacturer's CIE L\*a\*b\* data from the lot of ink they are using on a cover sheet identifying the GPO Program Number and Purchase Order Number. Procedures for submitting ink samples to the Government will be provided during the Technical Collaboration period of the contract.

#### **E.8.1.5 Paper and Ink Sample Submissions and Approval**

Location and procedures for paper and ink draw-down sample submission will be determined during the Technical Collaboration period of the contract. The sample shall be submitted in sufficient time to allow Government testing of the samples in accordance with the shipping and mailing schedule.

- The Government will approve, conditionally approve, or disapprove of these samples within 10 work days of their receipt.
- Approval or conditional approval shall not relieve the Contractor from complying with the specifications and all other terms and conditions of the contract.
- A conditional approval will state any further action required by the Contractor. Any notice of disapproval will state the reasons.

After approval of paper, ink and proofs, Contractor shall notify the Government at least three work days prior to commencing production of the Prior to Production Sample print run.

#### **E.8.1.6 Press Sheet Inspections (for each Item and each production run)**

Government representatives have the option to attend press sheet inspections. The Contractor shall not print prior to an OK'd Press Sheet for each item, unless otherwise agreed upon prior to the production run.

Final make-ready press sheets shall be inspected and approved at the Contractor's plant for quality conformance and for the purpose of setting specific standards that are to be maintained throughout the entire run. **This press sheet approval does not constitute a prior approval of the entire run.** Upon approval of the sheets, the Contractor shall maintain those standards throughout the press run (within already specified QATAP tolerances when applicable). The Contractor shall also discard all make-ready sheets that preceded approval. For further details, see GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections), issued August 2002.

CAUTION: When these supplies are not ready at the time specified by the Contractor for inspection or test, or when an unreasonable amount of time is taken to produce satisfactory press sheets, the Contracting Officer may charge the Contractor the additional cost of the inspection or test. The Contracting Officer may also charge the Contractor for any additional cost of the inspection or test when prior inspection makes re-inspection or retest necessary (GPO Publication 310.2, as revised 6-01, Contract Terms Supplemental Specifications, and Contract Clauses, Inspection and Tests, Paragraph 14, Page 17).

#### **E.8.1.7 Prior To Production Printing (For Each Item)**

After approval of proofs and approval of the paper and ink draw-down samples, the Contractor shall also submit PRIOR TO PRODUCTION SAMPLES as listed in Section C, 2010 Printing quantities. All samples shall be printed and constructed to the size, kind, and quality the Contractor will furnish, and shall comply with these specifications. The samples SHALL be manufactured at the facilities and on the equipment where the contract production quantities are to be manufactured. Distribution and delivery of the Prior to Production samples will be determined after contract award. The Government will approve, conditionally approve, or disapprove of these samples within 30 work days of their receipt.

#### **E.8.1.8 Approval of Prior to Production Samples for Final Production Start**

The Government will approve, conditionally approve, or disapprove of the Prior to Production samples within 30 work days of their receipt. Approval or conditional approval shall not relieve the Contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval will state any further action required by the Contractor. A notice of disapproval will state the reasons.

If the Government disapproves of the samples, the Government at its option may require the Contractor to submit additional samples for inspection and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the same amount of time, specified above, to inspect and test any additional samples required.

In the event that additional samples are disapproved by the Government, the Contractor will be deemed to have failed to make delivery within the meaning of the default clause, in which event this contract will be subject to termination for default.

In the event the Government fails to approve or disapprove the samples within the time specified, the Contracting Officer will automatically extend the shipping schedule in accordance with article 12

“Notice of Compliance With Schedules” of contact clauses in GPO Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 9-98)).

Manufacture of the final product prior to approval of the Prior to Production samples submitted is at the Contractor’s risk. Prior to Production samples will not be returned to the Contractor. All costs, including the costs of all samples, shall be included in the contract price for the production quantities are to be manufactured.

### **E.8.2 Production Printing**

Final production shall be carried out as specified in this contract and as agreed upon during collaboration phases of this contract.

#### **E.8.2.1 Production Printing Acceptance/Approvals**

The Contractor shall not print any material prior to all approvals, such as proof approvals and press sheet inspections.

##### **E.8.2.1.1 Proofs for Production**

Using final production files (electronic media), the Contractor shall furnish two (2) complete sets of proofs using the same specifications as required for the proofs for Prior to Production samples. Proof submission to the Government as well as Government approval of those proofs will follow the same specifications as in the Proof for Prior to Production samples, except that final production files will be used instead of test files. Using the final production files (electronic media), the Contractor shall furnish two (2) complete set(s) of composite digital proofs constructed using the same Raster Image Processor (RIP) that will be used to produce the prior to production product. At Contractor’s option, film-based Dylux or similar proofs shall be furnished. Proofs shall be collated in page sequence with all elements in proper position (not pasted up), imaged face and back, and trimmed to the finished size of the product. These proofs shall have illustrations and text matter composited. Sublimation, inkjet, photographic, and overlay proofs are not acceptable. The proofs shall have color control bars, tint patches and dot gain scale (such as Brunner, GATF, GRETAG, or RIT) repeated across the sheet. Digital one-piece composite laminated color proofs (Kodak Approval, Screen TrueRite, Dupont Thermal Waterproof, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 dpi are required (indicate margins). Proofs shall show dot structure. The make and model number of the proofing system utilized shall be furnished with the proofs. Pantone colors may be substituted with a similar color but shall not be built.

In addition, the Contractor shall furnish at least five (5) samples of the computerized imaging, including the Interleaved 2 of 5 bar codes, Census ID, PostNet bar code, 4-State Bar Customer Bar Code, and document integrity bar codes, printed on the same stock to be used during the production run.

##### **E.8.2.1.2 Paper and Ink Samples**

No additional paper and ink samples will be required, provided the Contractor assures that all paper and ink to be used for final production is the same as the materials used in Prior to Production Samples.

### **E.8.2.1.3 Proof Submission and Approval**

Procedures for submission of proofs will be determined during the Technical Collaboration phase of the contract.

- The Government will approve, conditionally approve, or disapprove of the proofs within 10 work days after receipt of proofs.
- If any Contractor's errors are serious enough in the opinion of the Government to require revised proofs, the revised proofs are to be provided at no expense to the Government.

No extra time can be allowed for these additional proofs. Such operations shall be accomplished within the original production schedule allotted in the specifications.

Approval or conditional approval shall not relieve the Contractor from complying with the specifications and all other terms and conditions of the contract. A conditional approval will state any further action required by the Contractor. A notice of disapproval will state the reasons.

If the Government disapproves of the samples, the Government at its option may require the Contractor to submit additional samples for inspection and test, in the time and under the terms and conditions specified in the notice of rejection. Such additional samples shall be furnished, and necessary changes made, at no additional cost to the Government and with no extension in the shipping schedule. The Government will require the same amount of time, specified above, to inspect and test any additional samples required.

In the event that additional samples are disapproved by the Government, the Contractor shall be deemed to have failed to make delivery within the meaning of the default clause, in which event this contract shall be subject to termination for default.

In the event the Government fails to approve, or disapprove the samples within the time specified, the CO will automatically extend the shipping schedule in accordance with article 12 "Notice of Compliance With Schedules" of contract clauses in GPO Terms (GPO Pub. 310.2, effective December 1, 2987 (Rev. 9-98)).

Manufacture of the final product prior to approval of the Prior to Production samples submitted is at the Contractor's risk. Prior to Production samples will not be returned to the Contractor.

### **E.8.2.1.4 Press Sheet Inspections (for each Item and each production run)**

Government representatives have the option to attend press sheet inspection. The Contractor shall not print prior to an OK'd Press Sheet for each item, unless otherwise agreed upon prior to the production run.

Final make-ready press sheets will be inspected and approved at the Contractor's plant for quality conformance and for the purpose of setting specific standards that are to be maintained throughout the entire run. **This final press sheet approval does not constitute a prior approval of the entire run.** Upon approval of the press sheets, the Contractor shall maintain those standards throughout all press runs (within already specified QATAP tolerances when applicable). The Contractor shall also discard all make-ready sheets that preceded approval. See GPO Publication 315.3 (Guidelines for Contractors Holding Press Sheet Inspections) issued August 2002.

CAUTION: When these supplies are not ready at the time specified by the Contractor for inspection or test, or an unreasonable amount of time is taken to produce satisfactory press sheets, the CO may charge the Contractor the additional cost of the inspection or test. The CO may also charge the Contractor for any additional cost of the inspection or test when prior inspection makes re-inspection or retest necessary (GPO Publication 310.2, as revised 6-01, Contract Terms Supplemental Specifications, and Contract Clauses, Inspection and Tests, Paragraph 14, Page 17).

### **E.8.2.2 Contract Compliance, Government Quality Assurance Random Copies (QARC)**

The Contractor shall select Government QARCs as specified below. Distribution and delivery of QARCs will be determined during the Technical Collaboration phase of the contract. All QARC samples containing live Census addresses shall be reproduced similar to spoilage.

#### **E.8.2.2.1 Printing**

After approval of proofs and press sheet inspections, starting with the first day of questionnaire printing and during each day of production thereafter, the Contractor shall randomly select a minimum of 50 samples of each type of press sheet produced that day.

- Each sampling shall be distributed throughout the day. Each sample shall have: 1) Date and time stamped by machine when the sample is pulled; 2) Shift noted on the sample; and 3) Press number noted on the sample.
- Each day at the end of the last shift, the Contractor shall segregate the day's samples by shift and ship them via overnight express service to a location to be determined during the Technical Collaboration period of the contract.
- Specifications for the distribution and delivery of QARCs will be determined during the Technical Collaboration period of the contract.

#### **E.8.2.2.2 Finishing & Variable Imaging**

After approval of finishing/variable imaging inspection starting, with the first day of production of finishing/variable imaging and during each day of production thereafter, the Contractor shall randomly select a minimum of 50 samples of each type of item produced that day.

- If finishing, variable imaging the addresses or producing the DI are performed as separate operations, the Contractor shall randomly select a minimum of 50 random samples of each type of item produced that day.
- Each sampling shall be distributed throughout the day.
- Each sample package shall have the following noted: 1) Date and time stamped by machine when the sample is pulled; 2) Shift noted on the sample; 3) Assembly line number from which the sample was pulled; and 4) Pallet number from which the sample was pulled (if applicable).
- If the operations are combined into one continuous operation, the Contractor shall randomly select a minimum of 50 daily samples from that one continuous operation. A minimum of 50 randomly selected daily samples are required from any continuous operations (e.g., presswork and variable imaging, finishing and variable imaging, package assembly and variable imaging).
- Specifications for the distribution and delivery of QARC samples will be determined during the collaboration period of the contract.
- All QA samples containing live addresses shall be reproduced similar to spoilage.

**E.8.2.2.3 Insertion & Package Assembly**

After approval of insertion/package assembly inspection, starting with the first day of insertion/package assembly and during each production day thereafter, the Contractor shall randomly select a minimum of 50 samples mailing packages of each package produced that day.

- Each sampling shall be distributed throughout the day.
- Each sample package shall have the following noted: 1) Date and time stamped by machine when the sample is pulled; 2) Shift noted on the sample; 3) Assembly line number from which the sample was pulled; and 4) Pallet number from which the sample was pulled (if applicable).
- Each day at the end of the last shift, the Contractor shall segregate the day's samples by shift and ship them via overnight express service to a location to be determined in during the Technical Collaboration period of the contract.
- Specifications for the distribution and delivery of QARC samples will be determined during the collaboration period of the contract.
- All QA samples containing live addresses shall be reproduced similar to spoilage.

**E.8.2.3 On-site Government Oversight**

The Contractor shall pull quality control random samples (see Section C for random sample requirements) in conjunction with the Census QARCs listed above. On-site Government representatives have the right to inspect the Contractor's quality control random samples as deemed necessary by the Government. Specifications for the distribution and delivery of QARC samples will be determined during the Technical Collaboration period of the contract.

[End Section E]

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 MMAR52.252-2 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMAR	52.211-8	Time of Delivery	JUN 1997
MMAR	52.211-9	Desired and Required Time of Delivery	JUN 1997
MMAR	52.247-34	F.O.B. Destination	NOV 1991
CAR	1352.215-70	Period of Performance	MAR 2000

### F.2 EFFECTIVE PERIOD OF THE CONTRACT

The period of performance for this contract is from March 15, 2007 (estimated DOA) through November 11, 2010 (estimated date of contract close-out).

- a. The period of performance for the base period of this contract is from March 15, 2007 through September 30, 2007. If an option is exercised, the period of performance shall be extended through the end of that option period.
- b. The option periods that may be exercised are as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Base	March 15, 2007	September 30, 2007
Option 1	October 01, 2007	September 30, 2008
Option 2	October 01, 2008	September 30, 2009
Option 3	October 01, 2009	September 30, 2010
Option 4	October 01, 2010	November 11, 2010

### F.3 DELIVERABLES

In performing the services and providing the support described in the PWS (Section C), the Contractor shall provide the written deliverable items as described within this document. Note this list does not necessarily comprise all work products that will result from the Print 2010 contract work. Rather, it summarizes the *deliverables* (i.e., written document or printed products to be provided) laid out in the PWS, with the understanding that some details are to be determined during contract negotiations and/or the Technical Collaboration period of the contract.

Specific deliverables and delivery dates will be provided in the individual task order or delivery order from the Government, which will supersede this section.

### F.3.1 Deliverable Reviews and Acceptance

After the delivery of a written deliverable document, the Government will have twenty (20) business days to review the document and provide the Contractor with a list of any required revisions and/or corrections. The Contractor then will have five (5) business days to make these corrections and redeliver the document to the Government. However, the Contractor is encouraged to review drafts of documents with Government task area leads and other stakeholders, reducing the likelihood that the document will be found deficient, and therefore reducing rework for all parties.

Product deliverables (i.e., letters, forms, envelopes, packages) will be reviewed and accepted in accordance with the QA/QC specifications in the SOW, the GPO QATAP program, and Section E, Inspection and Acceptance.

### F.3.2 Delivery Method

Written deliverable documents shall be provided electronically whenever possible. Electronic delivery shall consist of one (1) CD with the deliverable files in both Adobe Acrobat .pdf and a current Microsoft Word format, unless the Government requests a different format (i.e. MS Project, MS Excel, etc.). The Contractor shall also provide one unbound hard copy. Delivery via e-mail may be acceptable, or required, in some cases, per direction of the COTR. All correspondence forwarding deliverables shall be addressed to the Print 2010 Program Manager (PM), the COTR, and the CO, and delivered to the point of contact listed in Clause F.3.3, "Delivery Location." When possible, delivery shall be coordinated in advance with the point of contact listed in Section F.3.3.

### F.3.3 Delivery Location

Unless otherwise required by this contract, all correspondence and deliverables shall be delivered to the following person or his/her representative:

*Delivery Location is TBD.*

### F.3.4 List of Deliverables

The Chart in Section F.3.5 provides a list and schedule of deliverables due during performance of this contract, per the current PWS. A brief description of each deliverable is provided; however, the Contractor should refer to Section C for further details regarding these deliverables.

### F.3.5 MAR 52.211-8 Time of Delivery (June 1997)

The Government requires delivery to be made according to the following schedule.

**Table 14 Contract Schedule of Deliverables**

ITEM NO.	DELIVERY SCHEDULE	BRIEF DESCRIPTION
<i>CLIN 0001 - Program Management Operations</i>		
0001.PM1 Contract Kick-Off Meeting/Materials	Within 30 calendar days of contract award [expected award - March 15, 2007]	Meeting materials (agenda, briefing slides) and meeting notes

ITEM NO.	DELIVERY SCHEDULE	BRIEF DESCRIPTION
0001.PM2 Program Management Plan (PMP), Version 1.0	60 calendar days after contract award	Defines project organization and responsibilities, reporting and communications, processes and methods, staffing and resources, project schedules, contingency and risk planning, and performance metrics. The PMP is a living document.
0001.PM2 Program Management Plan (PMP), Version 1.x-x.x (updates)	As required, not more than two (2) updates per calendar year	Updates to PMP based on continuing discussions/collaboration
0001.PM3 Program Status Reports	TBD after contract award	Written reports providing status, production, and/or other information by week, month, or another defined period, as agreed to after contract award
0001.PM4 Program Security Plan	Within 120 calendar days of contract award	Addresses all processes the Contractor will follow to ensure that PRINT 2010 meets the security requirements in Section C.5. The plan may include the following required documentation, or this documentation may be provided separately per agreement: Risk Assessment, Continuity of Operations Plan, Self-Assessment
<i>CLIN 0002 - Technical Collaborations</i>		
0002.QA1 Quality Assurance Surveillance Plan (QASP), Version 1.0	120 calendar days after contract award	QA/QC procedures and processes (to include audits); responsibilities; tools and methods; corrective actions and recovery; performance metrics and measures. The QASP is a living document.
0002.QA1 Quality Assurance Surveillance Plan (QASP), Version 1.x-x.x (updates)	Every 120 calendar days from delivery of v1.0, until March 14, 2009	Updates to QASP based on continuing discussions/collaboration
<i>CLIN 0003 (Travel)</i> (As directed by the Government, prior approval required)		
<i>CLIN 0004 - Option Requirement</i>		
0004.DR1 Dress Rehearsal Production Plan, Version 1.0	90 calendar days prior to the start of printing operations	Production plans and workflow processes, including facilities and machinery; detailed production schedules; shall include DR RM production plan
0004.DR2 Census Test Materials	TBD	Mail packages and individual items to support Census Bureau Tests

ITEM NO.	DELIVERY SCHEDULE	BRIEF DESCRIPTION
0004.DR3 Dress Rehearsal Proofs/Samples and Compliance Evidence	Per Section E.8	For GPO, Census, and USPS approvals
0004. DR4 Dress Rehearsal Production Reports	Daily and/or weekly	Production information via web portal (e.g., production rates for each product, finishing and shipping rates, ink/paper supply quantities, data regarding adherence to schedules and performance metrics)
0004.DR5 2010 Dress Rehearsal Material	Per Section C.3.4.1	Printed materials per Section C.3.4.1
0004.DR6 2010 Dress Rehearsal Lessons Learned	Within 30 calendar days of completion and mailing of last scheduled item	Documentation of any problems/issues along with analyses of the problems, and recommendations for improvements for 2010 Census Production Operations
<i>CLIN 0005 - 2010 Census</i>		
0005.PROD1 2010 Census Production Plan, Version 1.0	90 calendar days prior to the start of printing operations	Production plans and workflow processes, including facilities and machinery; detailed production schedules; shall include RM production plan
0005.PROD2 Census Test Materials	TBD	Mail packages and individual items to support Census Tests
0005.PROD3 Dress Rehearsal Proofs/Samples and Compliance Evidence	Per Section E.8	For GPO, Census, and USPS approvals
0005.PROD4 2010 Census Production Reports	Daily and/or weekly	Production information via web portal (e.g., production rates for each product, finishing and shipping rates, ink/paper supply quantities, data regarding adherence to schedules and performance metrics)
0005.PROD5 2010 Census Printed Material	Per Section C.3.5.2	Printed materials per Section C.3.5.2
<i>CLIN 0006 - Replacement Mailing</i>		
0006.RM2 Replacement Mailing Production Reports	Daily and/or weekly	Production information via web portal (e.g., production rates for each product, finish and ship rates, ink/paper supply quantities, data regarding adherence to schedules)
<i>CLIN 0007 – Contract Closeout</i>		

ITEM NO.	DELIVERY SCHEDULE	BRIEF DESCRIPTION
0007.CC1 Contract Closeout Files	30 calendar days prior to contract termination	All contract data files, digital content, or updated documentation

Offers that propose delivery of a quantity under such terms or conditions that delivery clearly will not fall within the applicable required delivery period specified above shall be considered nonresponsive and rejected. If the Offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

[End Section F]

## SECTION G CONTRACT ADMINISTRATION DATA

### G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data for obligations under the contract will be set forth on individual delivery orders and task orders.

### G.2 MMAR 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMAR	52.216-16	Incentive Price Revision-Firm Target	OCT 1997
MMAR	52.216-18	Ordering	OCT 1995
MMAR	52.216-19	Order Limitations	OCT 1995
MMAR	52.242-15	Stop work Order	AUG 1989
MMAR	52.242-15	Stop Work Order- Alternate I (Apr 1984)	AUG 1989
MMAR	52.242-17	Government Delay of Work	AUG 1994
CAR	1352.201-70	Contracting Officer's Authority	MAR 2000
CAR	1352.216-72	Minimum and Maximum Contract Amounts	MAR 2000
CAR	1352.245-70	Government Furnished Property	MAR 2000

### G.3 MMAR 52.216-18 ORDERING (OCT 1995)

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders [see Section H.22 by the individuals or activities designated in the Pricing Schedule. Such orders may be issued from DOA of the contract (TBD) through November 11, 2010 (estimated date of contract closeout)].
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall take precedence.
- c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the contract.

(End of clause)

**G.4 CAR 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)**

During the period specified in the ORDERING clause (MMAR 52.216-18), the Government shall place orders totaling a minimum of \$1,000,000.00. The amount of all orders shall not exceed the amount obligated.

**G.5 CONTRACT MANAGEMENT**

Notwithstanding the Contractor’s responsibility for total management responsibility during the performance of the contract, the administration of the contract will require maximum coordination with the Government points of contact during performance of the contract.

**G.5.1 CAR 1352.201-70 Contracting Officer’s Authority (MAR 2000)**

The CO for this contract is:

**TBD**

The CO is the only person authorized to make or approve any changes in any of the requirements of this contract. Notwithstanding any provisions contained elsewhere in this contract, this authority remains solely in the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered unauthorized, and no adjustment will be made in the contract terms and conditions, including price.

**G.5.2 CAR 1352.201-71 Contracting Officer’s Technical Representative (COTR) (FEB 2005)**

- a. TBD is hereby designated as the COTR. The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COTR is located at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

- b. The responsibilities and limitations of the COTR are as follows:
  - 1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
  - 2) The COTR is not authorized to make any commitments or otherwise obligate the Government, and cannot authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the CO directly or through the COTR. No such changes shall be made without the expressed prior authorization of the CO. The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of the designation to the Contractor.

**G.5.3 Technical Direction**

Performance of the work under this contract shall be subject to the technical direction of the COTR. The term “technical direction” is defined to include, without limitation, the following:

- a) Directions to the Contractor, which redirect the contract effort, shift work emphasis between work areas or delivery orders, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual requirements.
- b) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of the work description.
- c) Review, and where required by contract, approval of technical reports, progress reports, drawings, specifications or technical information to be delivered by the Contractor to the Government under this contract.

Technical direction will be within the general scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:

1. Constitutes the assignment of any additional work outside the general scope of the contract;
2. Constitutes a change as defined in the contract clause entitled, "Change";
3. In any manner causes an increase or decrease in the contract cost, profit, or time required for the contract performance; or
4. Changes any of the express terms, conditions or specifications of the contract.

All technical direction shall be issued in writing by the COTR; verbal direction shall be confirmed by the COTR in writing within five (5) working days after their issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories defined in (1) through (4) above, the Contractor shall not proceed, but shall notify the CO, in writing, within five (5) working days after receipt of the instruction or direction, and shall request the CO to modify the contract accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate contract modification or advise the Contractor, in writing, that in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the "Change" clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled "Disputes."

## **G.6 BILLING INSTRUCTIONS**

- a) The Contractor shall provide a single point of contact for handling billing and invoicing issues as well as his/her mailing address and telephone number.
- b) The Contractor shall submit invoices on a monthly basis or another cycle that will be mutually agreed upon by the Contractor and the Government.

## **G.7 INVOICE PREPARATION**

- a) The Contractor shall submit an original invoice and two (2) copies. To constitute a proper invoice, the invoice shall include, at a minimum, the following information:
  1. Name and address of the Contractor
  2. Invoice number, date, period covered

- 3. Contract Number
  - 4. CLIN, task order number, task title or other authorization for delivery of supplies or services
  - 5. Description of items, quantity, unit of measure, unit price and extended price of supplies delivered or services rendered by category for the month and cumulatively by CLIN and fiscal year
  - 6. Other charges, if applicable with the accompanying back-up documents
  - 7. Prompt Payment Discount and amount, if applicable
  - 8. Total invoice amount
- b) The original invoice shall be submitted to:

Comptroller  
 U.S. Government Printing Office  
 732 North Capitol Street, NW  
 Washington, DC 20401  
 (202) 512-0874 Local  
 1-800-BILLGPO 1-800-245-5476

- c) Two (2) copies of the original invoice shall be submitted to the COTR.
- d) Invoices that are submitted to an incorrect office, contain erroneous information, that do not contain the information specified in subparagraph (a) above, or that contain errors, will be returned to the Contractor for corrections.

**G.7.1 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.7.2 COTR’s Certificate-Approval Copy**

The Contractor shall enter the following statement on the “Approval Copy” of each invoice:

**COTR’s Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**G.7.3 Progress Payments for Paper**

Progress payments shall be made to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CO, under the following conditions:

- a) **Computation of amounts.**
  - 1. Unless the Contractor requests a smaller amount, each progress payment shall be computed as 80 percent of the Contractor’s cumulative paper costs under this contract, as shown by records and paid invoices maintained by the Contractor for the purpose of obtaining payment under Government contracts, less the sum of all previous progress

- payments made by the Government under this contract. Cost of money that would be allowable under Section 3.18 of GPO Procurement Directive 306.2 shall be deemed not an incurred cost for progress payment purposes.
2. The following conditions apply to the timing of including costs in progress payment requests:
    - a. The costs of paper purchased by the Contractor directly for this contract may be included only after payment by cash, check, or other form of actual payment.
    - b. The paper in a. above has been tested by the Government and found to be in conformance with contract specifications.
  3. The Contractor shall not include the following for progress payment purposes:
    - a. Paper costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
    - b. Paper costs incurred by subcontractors or suppliers.
    - c. Paper costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
  4. The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
  5. The total amount of progress payments shall not exceed 80 percent of the total costs for paper under this contract.
  6. If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)4 or (a)5 above, the Contractor shall repay the amount of such excess to the Government on demand.
- b) **Liquidation.** Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- c) **Reduction or Suspension.** The CO may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
1. The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
  2. Performance of this contract is endangered by the Contractor's – (i) Failure to make progress; or (ii) Unsatisfactory financial condition.
  3. Inventory allocated to this contract substantially exceeds reasonable requirements.
  4. The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
  5. The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- d) **Title.**

1. Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
  2. "Property," as used in this clause, means paper acquired by the Contractor that is or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
  3. Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clause, shall determine the handling and disposition of the property.
  4. The Contractor may sell any scrap resulting from production under this contract without requesting the CO's approval, but the proceeds shall be credited against the costs of performance.
  5. To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the CO's advance approval of the action and the terms. The Contractor shall (i) Exclude the allocable costs of the property from the costs of contract performance, and (ii) Repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
  6. When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not – (i) Delivered to, and accepted by, the Government under this contract; or (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
  7. The terms of this contract concerning liability for Government-furnished property shall not apply to the property to which the Government acquired title solely under this clause.
- e) **Risk of Loss.** Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss and nonusability (notwithstanding any Government paper testing results) for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, destroyed, or otherwise unusable.
- f) **Control of Costs and Property.** The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- g) **Reports and Access to Records.** The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the CO for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor books, records, and accounts.
- h) **Special Terms Regarding Default.** If this contract is terminated under the Default clause, (i) The Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) Title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the default clause.
- i) **Reservation of Rights.**
1. No payment or vesting of title under this clause shall – (i) Excuse the Contractor from performance of obligations under this contract; or (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

2. The Government's rights and remedies under this clause – (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

## **G.8 PAYMENT DUE DATE**

- a) Payments under this contract will be due on the 30th calendar day after the latter of:
  - a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - b. The date the products, supplies, or services 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.9 METHOD OF PAYMENT**

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

Comptroller  
 U.S. Government Printing Office  
 732 North Capitol Street, NW  
 Washington, DC 20401  
 (202) 512-0874 Local  
 1-800-BILLGPO 1-800-245-5476

- 1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s),
- 2) The following bank account information is required to accomplish 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:
  - a) Address and telegraphic abbreviation of the correspondent financial institution.
  - b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
  - c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Finance Office in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes thirty (30) days before submitting invoices to avoid payments to erroneous addresses or bank accounts.
  - d) The document furnishing the information required in paragraphs (b) and (c) shall 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.10 CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MARCH 2000)**

The Government will **provide** the following item(s) of Government property to the Contractor for use in the performance of this contract.

Items: TBD

This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

[End Section G]

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 MMAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses [or provisions] by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

(End of clause)

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMAR	52.217-9	Option to Extend the Term of the Contract	MAR 2000
CAR	1352.228-70	Insurance Coverage	MAR 2000
CAR	1352.209-71	Organizational Conflict of Interest	MAR 2000
CAR	1352.231-70	Duplication of Effort	MAR 2000
CAR	1352.237-73	Key Personnel	MAR 2000
CAR	1352.209-72	Restriction against Disclosure	MAR 2000
CAR	1352.209-73	Compliance with Laws	MAR 2000
CAR	1352.252.70	Regulatory Notice	MAR 2000
CAR	1352.228-72	Deductibles under Required Insurance Coverage	MAR 2000

### H.2 MMAR 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 thirty (30) calendar days of the expiration of the contract, provided that the Government gives the Contractor a preliminary notice of its intent to extend at least sixty (60) calendar days before the contract (or option) expires. The preliminary notice does not commit the Government to an extension.
1. If the Government exercises this option, the extended contract shall be considered to include this option.
  2. The total duration of this contract, including the exercise of any options under this clause, shall not exceed (43) months.

Options are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Base Period	Contract Award	9/30/07
Option 1	10/1/07	9/30/08
Option 2	10/1/08	9/30/09

Option 3	10/1/09	9/30/10
Option 4	10/1/10	11/11/10

(End of Clause)

### **H.3 CAR 1352.228-70 INSURANCE COVERAGE (MARCH 2000)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- a) Worker's compensation and employer's liability insurance as required by 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 the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b) General Liability.
  1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
  2. Property Damage Liability Insurance shall be required in the amount of \$\_\_\_\_\_.
- c) Motor vehicle liability insurance written on the comprehensive form of policy, which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:  
"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."
- e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of 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.
- f) Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

### **H.4 CAR 1352.209 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 MMAR 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 CO. This

disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

- c) Remedies - The CO 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 CO, 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.5 CAR 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 is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the CO, 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.6 CAR 1352.237-73 KEY PERSONNEL (MARCH 2000)**

- a) The Contractor shall assign to this contract the key personnel designated in their technical proposal.
- b) The Contractor shall obtain the consent of the CO prior to making Key Personnel substitutions. Replacements for Key Personnel shall possess qualifications equal to or exceeding the qualifications of the personnel being replaced.
- c) Requests for changes shall be submitted to the CO at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. The CO will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes. The key personnel shall be assigned and available on this contract starting from the date of contract award.
- d) 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 CO within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (e) below. The Contractor shall submit the information

required by paragraph (e) to the CO at least fifteen (15) calendar days prior to making any permanent substitutions.

- e) 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 CO. Proposed substitute(s) shall have comparable qualifications to those of the person(s) being replaced. The CO will notify the Contractor within fifteen (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.

(End of Clause)

#### **H.7 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 CO, 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.

(End of Clause)

#### **H.8 AUTHORITY TO OBLIGATE THE GOVERNMENT**

The CO 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 CO.

(End of Clause)

#### **H.9 HARMLESS FROM LIABILITY**

The Contractor shall hold and save the Government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this 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.10 TECHNOLOGY SUBSTITUTION**

All items (e.g., hardware, system software) and support services (maintenance, training, documentation, installation, and technical support services) shall be the most modern and cost effective available at the time of delivery and installation, in accordance with Section C. The Contractor shall propose substitute items whenever the Contractor or its subcontractor is offering replacement or substitutes for the components in question and the Contractor offers the particular product to any of its commercial or Government customers. The Government may request that those items be substituted

for comparable items originally offered. The Government reserves the right to accept or reject proposed substitutions. The minimum qualifications for acceptance of substitutions are as follows:

- a) The substitute item shall meet or exceed the applicable requirements and specifications of this contract.
- b) Any substitute item shall be fully compatible with the existing hardware and software installed at the time the substitute is proposed for use.
- c) The substitute item shall have capacity and performance characteristics equal to or better than those of the component it is to replace. The criteria used originally for selecting the winning vendor's components will be used to determine acceptability of any substitute items.
- d) The substitute item shall be equal to or more cost effective than the item it is to replace, based on the same evaluation as done under the solicitation.
- e) The Contractor shall submit a written proposal to the CO to propose a substitute item that includes adequate supporting justification addressing each of the applicable qualifications in Section C.
- f) All proposed technology modifications, substitutions and additions to the contract shall be evaluated as to their benefits to the Government.
- g) In determining the comparative life cycle costs of such proposals, the performance costs over the remaining life of the contract shall be included.

(End of Clause)

#### **H.11 CAR 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.12 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% of payments otherwise due and payable under this contract.
- c) The taxpayer identification number will be used by agencies in completing IRS Forms 1099-MISC, Statement for Recipients of Miscellaneous Income, for the IRS.

### **H.13 SUBCONTRACTING DATA COLLECTION AND REPORTING REQUIREMENTS**

It is the policy of the GPO to provide maximum practicable opportunities in acquisitions to small business, veteran owned small business, service disabled veteran owned small business, HUB Zone small business, small disadvantages business, and women owned business concerns in accordance with MMAR 19.2. Although a formal subcontract plan is not required for this acquisition, the Contractor shall document the types of Print 2010 functions within the contract scope that will be available to small businesses.

### **H.14 SUBCONTRACTING REPORTS**

The Contractor shall submit subcontracting reports (see paragraphs a and b) in connection with the performance of this contract. The Contractor shall submit a subcontracting report for this contract on a SF 294. The report shall be submitted semi-annually in accordance with the General Instructions on the reverse side of the form. The report shall be submitted to:

**Distribution**

Original

**Addressee**

**TBD**

U.S. Government Printing Office  
732 North Capitol Street, NW  
Washington, DC 20401

### **H.15 SUBSTITUTION OF EQUIPMENT**

This clause acknowledges that from time to time some of the contracted for equipment may not be readily available or may permanently go out of production. The Contractor may request a one time or permanent substitution of one or more contract line items. Such requests shall be made in writing to the CO.

- a) The replacement item(s) shall meet or exceed all contract specifications applicable to the item(s) replaced;
- b) The replacement item(s) shall be acceptable to the CO;
- c) The replacement item(s) shall be approved in writing by the CO.

Contractor requests for a replacement shall not extend the required delivery dates of any items. The Government and the Contractor may mutually agree to a reasonable extension upon acceptance of a replacement.

(End of Clause)

### **H.16 TECHNOLOGY REFRESHMENT**

After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, additions and engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, to save energy, or resolve increased data processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the

Government for evaluation. Those proposed changes that are acceptable to the Government will be processed as modifications to the contract.

The Contractor may move items from the equipment list to maintenance only status provided that a functionally equivalent or superior product is available on the contract, and the contract price/performance requirements are maintained.

## **H.17 CHANGE PROPOSALS**

As a minimum, the following information shall be submitted by the Contractor with each change proposal:

1. Identification of current contract product or service to be affected.
2. Technical characteristics of the replacement product(s).
3. OEM Commercial, General Services Agency (GSA) (if available), and offered pricing for any new products.

At the CO's request, the following information shall be submitted to supplement the proposal. The CO will notify the Contractor of any need for the supplemental information within thirty (30) calendar days after receiving the initial proposal.

1. A description of the differences between the existing contract requirements and the proposed changes, and the comparative advantages and the disadvantages of each;
2. Itemized requirements of the contract, which shall be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
3. Complete estimate of the changes in performance costs, if any, that will result from adoption of this proposal;
4. An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government furnished property costs, costs of related items and costs of maintenance and operation; and
5. A statement of the time by which the change order adopting the proposal shall be issued as to obtain the maximum benefits of the changes during the remainder of the contract. Also, what effect the changes have on the contract completion time or delivery schedule shall be identified.

### **Processing of Change Proposals**

- a) Change proposals submitted to the CO shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The decision of the CO as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract, except when the Contractor submits a proposal to delete items from the contract.
- b) The CO may accept for negotiation any change proposal submitted pursuant to this clause by the Contractor's written notice hereof. Unless and until a letter of agreement is issued from the CO, the Contractor remains obligated to perform in accordance with the terms and conditions of the existing contract. Subsequent to any letter of agreement, a modification will be executed to incorporate a change proposal under this contract.
- c) The Contractor is requested to identify specifically any information contained in its change proposal which it considers confidential and/or proprietary, and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure

of such information. The Contractor is advised that such information may be subject to release pursuant to the Freedom of Information Act (5 U.S.C. 552).

### **H.18 EXCLUSIONS FROM PRINT 2010 PARTICIPATION**

The Census Bureau currently has contracts and agreements to provide consulting services and technology assessment services for the 2010 Census. One of the requirements of these contracts and agreements, agreed to by these Contractors and their Subcontractors prior to award of their individual contracts with the Census Bureau, specified that awardees of and participants in these contracts (including Subcontractors and their employees who worked on these contracts) and any resulting task orders are precluded from bidding on this Print 2010 contract. The Census Bureau should be contacted if this situation occurs. A list of the companies and Subcontractors who performed under these contracts are as follows:

- Gunnison Consulting Group Inc.
- Dr. Don Dillman (consultant)
- Erimax, Inc.
- Washington State University, Social and Economic Sciences Research Center (SESRC)
- Advanced Document Imaging, Inc. (including consultants Bill Sullivan and Irv Michlin)

In addition, Contractors working on the Decennial Response Integration System (DRIS) contract are considered to have a possible conflict of interest with this solicitation, and will be precluded from bidding on this Print 2010 contract.

### **H.19 CAR 1352.209-72 RESTRICTION AGAINST DISCLOSURE (MAR 2000)**

The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the CO or COTR 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 CO in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor agrees that it will not disclose any such information to any person or individuals unless prior written approval is obtained from the CO. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

### **H.20 CAR 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MARCH 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 CAR 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 subsections (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 MMAR 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.

## **H.21 CAR 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MARCH 2000)**

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

## **H.22 CAR 1352.216-78 TASK ORDERS (MARCH 2000)**

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

performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the CO to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

- i) Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

[End Section H]

**SECTION I CONTRACT CLAUSES****I.1 MMAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses [or 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. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osc.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osc.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

(End of clause)

**ACQUISITION REGULATION CLAUSES**

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMAR	52.202-1	Definitions	DEC 2001
MMAR	52.203-5	Covenant Against Contingent Fees	APR 1984
MMAR	52.203-6	Restrictions on Subcontractor Sales to the Government Alternate I (October 1995)	JUL 1995
MMAR	52.203-7	Anti-Kickback Procedures	JUL 1995
MMAR	52.203-8	Cancellation, Recession and Recovery of Funds for Illegal or Improper Activity	JAN 1997
MMAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
FAR	52.203-12	Limitations on Payments to Influence Certain Federal Transactions	JUN 2003
MMAR	52.212-1	Instructions to Offerors-Commercial Items	OCT 2000
MMAR	52.204-2	Security Requirements Alternate II (April 1984)	AUG 1996
MMAR	52.214-34	Submission of Offers in English Language	APR 1991
MMAR	52.214-35	Submission of Offers in U.S. Currency	APR 1991
MMAR	52.216-16	Incentive Price Revision-Firm Target	OCT 1997
MMAR	52.216-28	Multiple Awards for Advisory and Assistance Services	OCT 1995
FAR	52.222-3	Convict Labor	JUN 2003
MMAR	52.222-19	Child Labor-Cooperation with Authorities and Remedies	SEP 2002
FAR	52.222-31	Prohibition of Segregated Facilities	FEB 1999
FAR	52.222-39	Notification of Employee Rights Concerning Payment of Union Dues	DEC 2004
MMAR	52.204-4	Printed or Copied Double-Side On Recycle Paper	AUG 2000
MMAR	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995

MMAR	52.211-5	Material Requirements	AUG 2000
MMAR	52.211-10	Commencement, Prosecution; and Completion of work Alternate I (Apr 1984)	APR 1984
MMAR	52.215-2	Audit and Records-Negotiation	JUN 1999
MMAR	52.315-8	Order of Precedence –Uniform Contract Format	OCT 1997
MMAR	52.215-9	Changes or Additions to Make-or-Buy Program Alternate II (Oct 1997)	OCT 1997
MMAR	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
MMAR	52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	OCT 1997
MMAR	52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
MMAR	52.215-13	Subcontractor Cost or Pricing Data-Modifications	OCT 1997
MMAR	52.215-14	Integrity of Unit Prices	OCT 1997
MMAR	52.215-18	Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions	OCT 1997
MMAR	52.215-19	Notification of ownership Changes	OCT 1997
MMAR	52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
MMAR	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications	OCT 1997
MMAR	52.216-10	Incentive Fee	MAR 1997
MMAR	52.217-7	Option for Increased Quantity- Separately Priced Line Items	MAR 1989
MMAR	52.217-8	Option to Extend Services	NOV 1999
MMAR	52.217-9	Option to Extend the Term of the Contract	MAR 2000
MMAR	52.222-1	Notice to the Government of Labor Disputes	FEB 1997
MMAR	52.222-2	Payment for Overtime Premiums	JUL 1990
MMAR	52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
MMAR	52.222-21	Prohibition of Segregated Facilities	FEB 1999
MMAR	52.222-26	Equal Opportunity	APR 2002
MMAR	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
MMAR	52.222-36	Affirmative Action for Workers with Disabilities	JAN 1998
MMAR	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
MMAR	52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
FAR	52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
FAR	52.223-6	Drug-Free Workplace	MAY 2001
MMAR	52.223-14	Toxic Chemical Release Reporting	AUG 2003
FAR	52.224-1	Privacy Act Notification	APR 1984
FAR	52.224-1	Privacy Act	APR 1984

MMAR	52.225-1	Buy American Act-Supplies	MAY 2002
MMAR	52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
MMAR	52.227-1	Authorization and Consent	JUL 2000
MMAR	52.225-15	Sanctioned European Union Country End Products	FEB 2000
MMAR	52.227-2	Notice and Assistance Regarding Patent And Copyright Infringement	AUG 1996
MMAR	52.227-3	Patent Indemnity	APR 1984
MMAR	52.228-5	Insurance-Work on a Government	
MMAR	52.228-9	Limitation on Withholding of Payments Installation	APR 1984 JAN 1997
MMAR	52.229-3	Federal, State, and Local Taxes	JAN 1991
MMAR	52.230-2	Cost Accounting Standards	APR 1998
MMAR	52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
MMAR	52.230-4	Consistency in Cost Accounting Practices	AUG 1992
MMAR	52.230-6	Administration of Cost Accounting Standards	NOV 1999
MMAR	52.232-1	Payments	APR 1984
MMAR	52.232-8	Discounts for Prompt Payment	FEB 2002
MMAR	52.232-17	Interest	JUN 1996
MMAR	52.232-23	Assignment of Claims	JAN 1986
MMAR	52.232.33	Payments by Electronic Funds Transfer --Central Contractor Registration	OCT 2003
MMAR	52.233-1	Disputes ALT 1 (DEC1999)	JUL 2002
MMAR	52.233-2	Service of Protest	AUG 1996
MMAR	52.233-3	Protest after Award	AUG 1996
FAR	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
MMAR	52.239-1	Privacy or Security Safeguards	AUG 1996
MMAR	52.242-1	Notice of Intent to Disallow Costs	APR 1984
MMAR	52.242-2	Production Progress Reports	APR 1991
MMAR	52.242-3	Penalties for Unallowable Costs	MAY 2001
MMAR	52.242-13	Bankruptcy	JUL 1995
MMAR	52.243-4	Changes ALT II (APR 1984)	AUG 1987
MMAR	52.244-2	Subcontracts	AUG 1998
MMAR	52.244-5	Competition in Subcontracting	DEC 1996
MMAR	52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
MMAR	52.245-23	Limitation of Liability	FEB 1997
MMAR	52.245-25	Limitation of Liability-Services	FEB 1997
MMAR	52.248-1	Value-Engineering	FEB 2000
MMAR	52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
MMAR	52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
MMAR	52.251-1	Government Supply Services	APR 1984
MMAR	52.253-1	Computer Generated Forms	JAN 1991

## I.2 SUBCONTRACTS (AUG 1998)

- a) *Definitions.* As used in this clause—"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the

MMAR. “Consent to subcontract” means the CO’s written consent for the Contractor to enter into a particular subcontract. “Subcontract” means any contract, as defined in MMAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at MMAR 52.245-18, Special Test Equipment.
- c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the CO’s written consent before placing the following subcontracts:

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#### **All Subcontracts**

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- f) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
  - i. A description of the supplies or services to be subcontracted.
  - ii. Identification of the type of subcontract to be used.
  - iii. Identification of the proposed subcontractor.
  - iv. The proposed subcontract price.
  - v. The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

### **I.3 MMAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 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.4 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Government and shall not be binding until so approved.

(End of Clause)

### **I.5 MMAR 52.216-16 INCENTIVE PRICE REVISION—FIRM TARGET (OCT 1997)**

- a) *General.* The supplies or services identified in the Schedule as Items [CLIN0001, CLIN0004, CLIN0005 and CLIN0006 and CLIN0007] are subject to price revision in accordance with this

clause; provided, that in no event shall the total final price of these CLINs exceed the ceiling price as specified in the individual task order. Any supplies or services that are to be (1) ordered separately under, or otherwise added to this contract, and (2) subject to price revision in accordance with the terms of this clause, shall be identified as such in a modification to this contract.

- b) *Definition.* “Costs,” as used in this clause, means allowable costs in accordance with Part 31 of the MMAR in effect on the date of this contract.
- c) *Data submission.*
- (1) Within 90 calendar days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by CLIN in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, MMAR 15.408, or in any other form on which the parties agree—
    - (i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;
    - (ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;
    - (iii) A list of all residual inventory and an estimate of its value; and
    - (iv) Any other relevant data that the CO may reasonably require.
  - (2) If the Contractor fails to submit the data required by paragraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 calendar days after end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.
- d) *Price revision.* Upon the CO’s receipt of the data required by paragraph (c) of this clause, the CO and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:
- (1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government, and which are subject to price revision under this clause.
  - (2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:
    - (i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.
    - (ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less the Share Ratio Amount times the total final negotiated cost which exceeds the total target cost.
    - (iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus the Share Ratio Amount times the total final negotiated cost which exceeds the total target cost by which the total final negotiated cost is less than the total target cost.
- e) *Contract modification.* The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the CO. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that—

- (1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and
  - (2) (2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.
- f) *Adjusting billing prices.*
- (1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.
  - (2) If at any time it appears from information provided by the contractor under paragraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.
  - (3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.
- g) *Quarterly limitation on payments statement.* This paragraph shall apply until final price revision under this contract has been completed.
- (1) Within 45 calendar days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing—
    - (i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
    - (ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
    - (iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established—increased or decreased in accordance with paragraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and
    - (iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

- (2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
- (3) If the Contractor fails to submit the quarterly statement within 45 calendar days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 calendar days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.
- h) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
- i) *Disagreements*. If the Contractor and the CO fail to agree upon the total final price within 60 calendar days (or within such other period as the CO may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the CO shall promptly issue a decision in accordance with the Disputes clause.
- j) *Termination*. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for:
- (1) Completed supplies and services accepted by the Government; and
  - (2) Those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.
- k) *Equitable adjustment under other clauses*. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.
- l) *Exclusion from target price and total final price*. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.
- m) *Separate reimbursement*. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.
- n) *Taxes*. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been

established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

[End Section I]

## SECTION J LIST OF ATTACHMENTS

## J.1 APPENDIX A: DEFINITIONS

Table 15 Terms and Definitions

TERM	DEFINITION
<b>4-State Customer Bar Code (or 4-CB)</b>	A height-modulated bar code designed for use in high speed, automated, mail sortation machines that allow both the PLANET Code and POSTNET bar code information to be combined into a single bar code with expanded tracking capability.
<b>Acceptable Quality Levels (AQLs)</b>	The maximum number of defects per 100 copies that the Government will accept at the contract price.
<b>American National Standards Institute (ANSI)</b>	A private non-profit organization (501©3) that administers and coordinates the U.S. voluntary standardization and conformity assessment system.
<b>American Standard Code for Information Interchange (ASCII)</b>	The most common format for text files in computers and on the Internet. Computers “read” ASCII codes, each of which can be represented by a 7-digit binary number from 0000000 through 1111111, and produce them as letters, numbers or symbols. ASCII was developed by the ANSI.
<b>Bidder</b>	One who bids or offers a price and who has the apparent ability to produce the required product.
<b>Bilingual Questionnaire</b>	A user-friendly questionnaire/form in two languages (English and Spanish).
<b>Census 2010</b>	The 23 <sup>rd</sup> census of population and housing (to be conducted on April 1, 2010), taken by the U.S. Census Bureau. Article 1, Section 2 of the U.S. Constitution requires that a census be taken every 10 years.
<b>Census Day</b>	The reference date for collection of information for a census.
<b>Census Field Enumerator</b>	A Census Bureau employee who interviews people to obtain information for a census or survey questionnaire.
<b>CIELAB (CIE L*a*b*)</b>	Color space model used to describe all the colors visible to the human eye. It was developed by CIE (Commission Internationale d’Eclairage) in 1976 for this purpose. <b>L*</b> represents the lightness of the color. <b>a*</b> indicates red to green and <b>b*</b> indicates yellow to blue in the CIELAB color space representation.

<b>TERM</b>	<b>DEFINITION</b>
<b>Coding Accuracy Support System (CASS)</b>	Software which improves the accuracy of delivery point codes, ZIP+4 codes, 5-digit ZIP Codes, and carrier route codes on mail pieces.
<b>Confirm Service</b>	A service available from the USPS that uses the PLANET bar code to electronically track first-class mail, periodicals, and standard mail letters and flats.
<b>Contract Line Item Number (CLIN)</b>	An identifier used in Request for Proposals or contracts to describe deliverables under the contract.
<b>Contracting Officer (CO)</b>	A person with the authority to enter into, administer, and/or terminate contracts for the Federal Government and make related determinations and findings.
<b>Critical Defect</b>	Any deficiency from a specified requirement that judgment and experience indicate would result in the paper or s/b product being unusable for its intended purpose; or is a serious departure from specifications, established standards, or average process.
<b>Data Stewardship Executive Policy (DSEP)</b>	Assures that the Census Bureau can collect and use data about the nation's people and economy effectively, while fully meeting the legal and ethical obligations to respondents to respect privacy and protect confidentiality.
<b>Decennial Master Address File (DMAF)</b>	An extract of the Master Address File that the Census Bureau uses, with added fields, to control and track the operations and programs of the census.
<b>Domestic Mail Manual (DMM)</b>	USPS regulation publication.
<b>Decennial Response Integration System (DRIS)</b>	A system design and development effort for the 2010 Census data capture system, which will include integration of three major technologies: paper, Internet, and telephone.
<b>Dress Rehearsal (DR)</b>	A census of population and housing conducted by the Census Bureau in selected areas prior to a decennial census to determine and validate the effectiveness of planned census operations, procedures, and systems.
<b>Encryption Software</b>	Software that mathematically scrambles (encrypts) e-mail so that it is unreadable to anyone without the mathematical key to unscramble (decrypt) it.

<b>TERM</b>	<b>DEFINITION</b>
<b>Fiscal Year (FY)</b>	Any yearly accounting period. The fiscal year for the Federal Government begins on October 1 and ends on September 30.
<b>Government Accountability Office (GAO)</b>	U.S. Government, Legislative branch organization. GAO exists to support the Congress in meeting its constitutional responsibilities and to help improve the performance and ensure the accountability of the federal government for the benefit of the American people.
<b>Government Printing Office (U.S.) - GPO</b>	U.S. Government, Legislative branch organization. Informs the nation by producing, procuring, and disseminating printed and electronic publications of the Congress as well as the executive and judicial departments.
<b>Information Technology (IT)</b>	Refers to telecommunications and computer hardware and software.
<b>Joint Committee on Printing (JCP)</b>	A set of letters and numbers used to identify grades and types of paper used by the Federal Government.
<b>Local Census Office (LCO)</b>	A temporary Census Bureau office established for decennial census data collection purposes.
<b>MAD97</b>	An algorithm that calculates check digits for any string of ASCII characters including numerics, alphabetic and special characters.
<b>Mailout/Mailback (MO/MB)</b>	A method of data collection in which the USPS delivers addressed questionnaires to housing units, based on geocoded addresses (usually city-style mailing addresses) recorded in the Census Bureau's Decennial Address File, and respondents mail back the completed questionnaires.
<b>Major Defect</b>	Any deficiency from specified values, other than critical, that could result in failure, or materially reduce the usability of the paper for its intended purpose; or may require special procedures for printing or processing, or is a significant deviation from specifications, established standards, or average process capability, or may materially affect the appearance of the product.
<b>Minor Defect</b>	Any deficiency from specified values, which does not materially reduce the usability of the paper for its intended purpose; or require special procedures for printing or processing.
<b>MOD97</b>	An algorithm that calculates check digits for any string of numeric characters.

<b>TERM</b>	<b>DEFINITION</b>
<b>Offeror</b>	An individual or firm that responds affirmatively to a solicitation.
<b>Office of Inspector General</b>	Conducts and supervises audits, inspections, and investigations of Department of Commerce programs and operations.
<b>Preflight</b>	The process of checking a document to make sure that all elements are within specifications before it goes to print.
<b>Presort Accuracy Validation and Evaluation Program (PAVE)</b>	A process to evaluate presort software and determine its accuracy in sorting address files under DMM standards.
<b>Prime Contractor</b>	A person or organization that undertakes responsibility for the performance of a contract. The main contractor.
<b>Performance Work Statement (PWS)</b>	A description of the objectives and/or tasks required to be accomplished as part of a request for proposal or in a contract for professional services.
<b>Quality Assurance (QA)</b>	A systematic approach to building accuracy and completeness into a process.
<b>Quality Assurance Through Attributes Program (QATAP)</b>	The Government Printing Office's quality assurance program for specifying and evaluating the quality of printing, binding, and related services.
<b>Quality Assurance Surveillance Plan (QASP)</b>	Designed as a guide in monitoring the contractor's performance in accordance with the RFP to ensure the government receives the quality of service called for under the contract and pays only for the acceptable level of services received.
<b>Quality Control (QC)</b>	Various statistical methods that validate that products or operations meet specified standards.
<b>Replacement Mailing (RM)</b>	The mailing of a second questionnaire to the mailout/mailback addresses of the households that did not return their initial questionnaire. Part of a questionnaire mailing strategy to increase mail response rates.
<b>Request for Proposal (RFP)</b>	A solicitation used in a negotiated acquisition to communicate government requirements to prospective contractors and to solicit proposals intended to result in a contract award. The RFP contains the anticipated terms and conditions of the prospective contract.

<b>TERM</b>	<b>DEFINITION</b>
<b>Service Level Agreements (SLAs)</b>	A formal written agreement between two parties: the service provider and the service recipient.
<b>Specifications</b>	A detailed, exact statement of particulars, especially statements prescribing materials and methods; and quality of work for a specific project.
<b>Statement of Work (SOW)</b>	A description of the objectives and/or tasks required to be accomplished as part of a request for proposal or in a contract for professional services.
<b>Subcontractor</b>	A qualified subordinate contractor to the prime or main contractor.
<b>Title 13, U.S. Code</b>	The law under which the Census Bureau operates. The law guarantees the confidentiality of census information, and establishes penalties for disclosing this information.
<b>Undeliverable As Addressed (UAA)</b>	A USPS notification that a mailing piece could not be delivered to the designated address. Formerly called a Postmaster Return.
<b>United States Postal Service (USPS)</b>	U.S. Government entity. The organization responsible for delivering pre-addressed questionnaires in mailout/mailback areas for census and the producer of the Delivery Sequence File and associated files.
<b>Update/Leave (U/L)</b>	A method of data collection in which enumerators canvass assignment area and deliver a census questionnaire to each housing unit. This method is used primarily in areas where many homes do not receive mail at a city-style address.
<b>U.S. Census Bureau</b>	U.S. Government entity under the Department of Commerce. The country's preeminent statistical collection and dissemination agency. It publishes a wide variety of statistical data about people, housing, and the economy of the nation.
<b>U.S. Department of Commerce</b>	U.S. Government entity under the Executive Branch. Promotes job creation, economic growth, sustainable development, and improved living standards for all Americans.
<b>USPS Origin Confirm</b>	A USPS service that allows the mailer to receive data electronically to indicate when outgoing mail is nearing delivery or when reply mail is on its way to the receiver.

**J.2 APPENDIX B: ACRONYMS AND ABBREVIATIONS****Table 16 Acronyms and Abbreviations**

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>4-CB</b>	Four State Customer Bar code (4-CB)
<b>ABA</b>	American Bankers Association
<b>ACO</b>	Administrative Contracting Officer
<b>ANSI</b>	American National Standards Institute
<b>ASCII</b>	American Standard Code for Information Interchange
<b>BRM</b>	Business Reply Mail
<b>CAM</b>	Commerce Acquisition Manual
<b>CAO</b>	Contract Administration Office
<b>CAR</b>	Commerce Acquisition Regulation
<b>CAS</b>	Cost Accounting Standards
<b>CASS</b>	Coding Accuracy Support System
<b>CBITSPP</b>	Census Bureau Information Technology Security Program Policies
<b>CD-ROM</b>	Compact Disk – Read Only Memory
<b>CER</b>	Cost Estimating Relationships
<b>CLIN</b>	Contract Line Item Number
<b>CMT</b>	Contractor Management Team
<b>CO</b>	Contracting Officer
<b>COOP</b>	Continuity of Operations Plan
<b>COTR</b>	Contracting Officer’s Technical Representative
<b>DCAA</b>	Defense Contract Audit Agency

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>DI</b>	Document Integrity
<b>DIGs</b>	Designated Industry Groups
<b>DMM</b>	Domestic Mail Manual
<b>DOA</b>	Date of Award
<b>DOC</b>	Department of Commerce (U.S.)
<b>DoC-ITSPP</b>	The Department of Commerce document entitled "IT Security Program Policy and Minimum Implementation Standards"
<b>DPAO</b>	Decennial Printing Acquisition Office
<b>DR</b>	Dress Rehearsal
<b>DRIS</b>	Decennial Response Integration System
<b>DUNS</b>	Data Universal Numbering System
<b>EPA</b>	Environmental Protection Agency
<b>EPCRA</b>	Emergency Planning and Community Right-to-Know Act
<b>FAR</b>	Federal Acquisition Regulation
<b>FFP</b>	Firm Fixed Price
<b>FIPS</b>	Federal Information Processing Standards
<b>FISMA</b>	Federal Information Security Management Act
<b>FJTR</b>	Federal Joint Travel Regulations
<b>FPC</b>	Fixed Price Completion
<b>FPI-F</b>	Fixed Price Incentive Fee-Firm Target
<b>FPRA</b>	Forward Pricing Rate Agreement
<b>FRCS</b>	Federal Reserve Communications System
<b>FTE</b>	Full Time Equivalent

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>FY</b>	Fiscal Year
<b>GAO</b>	Government Accountability Office
<b>GFM</b>	Government Furnished Materials
<b>GPO</b>	Government Printing Office (U.S.)
<b>GSA</b>	General Services Agency
<b>HRI</b>	Human Readable Interpretation
<b>HSPD-12</b>	Homeland Security Presidential Directive 12
<b>I 2/5</b>	Interleaved 2 of 5
<b>ID</b>	Identification or Identifier
<b>IDIQ</b>	Indefinite Delivery/Indefinite Quantity
<b>IFB</b>	Invitation for Bid
<b>IGCE</b>	Independent Government Cost Estimate
<b>INS</b>	Immigration and Naturalization Service
<b>IRS</b>	Internal Revenue Service
<b>IT</b>	Information Technology
<b>ITSO</b>	Information Technology Security Office
<b>JCP</b>	Joint Committee on Printing
<b>LCO</b>	Local Census Office
<b>MERLIN</b>	Mail Evaluation Readability Lookup Instrument
<b>MMAR</b>	Materials Management Acquisition Regulations
<b>NACI</b>	National Agency Check with Inquiry
<b>NAFTA</b>	North American Free Trade Agreement

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>NAICS</b>	North American Industry Classification System
<b>NIACAP</b>	National Information Assurance Certification and Accreditation Process
<b>NIST</b>	National Institute of Standards and Technology
<b>NSP</b>	Not Separately Priced
<b>OEM</b>	Original Equipment Manufacturer
<b>OMB</b>	Office of Management and Budget
<b>OPM</b>	Office of Personnel Management
<b>ORCA</b>	Online Representations and Certifications Application
<b>OSHA</b>	Occupational Safety and Health Administration
<b>OSY</b>	Office of Security
<b>PAVE</b>	Presort Accuracy Validation and Evaluation
<b>PCO</b>	Procuring Contracting Officer
<b>PDF</b>	Portable Document Format
<b>PM</b>	Program Manager
<b>PMP</b>	Program Management Plan
<b>PMO</b>	Program Management Office
<b>PPA</b>	Pollution Prevention Act
<b>PRB</b>	Post Retirement Benefits
<b>PTA</b>	Point of Total Assumption
<b>PWS</b>	Performance Work Statement
<b>QA</b>	Quality Assurance
<b>QARC</b>	Quality Assurance Random Copies

<b>ACRONYM</b>	<b>DEFINITION</b>
<b>QASP</b>	Quality Assurance Surveillance Plan
<b>QATAP</b>	Quality Assurance Through Attributes Program
<b>QBRM</b>	Qualified Business Reply Mail
<b>QC</b>	Quality Control
<b>RFP</b>	Request for Proposal
<b>RIP</b>	Raster Image Processor
<b>RM</b>	Replacement Mailing
<b>ROM</b>	Rough Order of Magnitude
<b>RTI</b>	Research Triangle Institute
<b>SAC</b>	Special Agreements Check
<b>SESRC</b>	Social and Economic Sciences Research Center (Washington State Univ.)
<b>SIC</b>	Standard Industrial Classification
<b>SLAs</b>	Service Level Agreements
<b>SOW</b>	Statement of Work
<b>SWOP</b>	Specifications for Web Offset Publications
<b>TIN</b>	Taxpayer Identification Number
<b>TMP</b>	Task Management Plan
<b>TOS</b>	Task Objective Statement
<b>UAA</b>	Undeliverable as Addressed
<b>U/L</b>	Update/Leave
<b>USPS</b>	United States Postal Service

### J.3 APPENDIX C: LIST OF LOCAL CENSUS OFFICES (LCOS) BY STATE--(CENSUS 2000)

#### List of Local Census Offices (LCOs) by State--(Census 2000)

	State	# of LCOs		State	# of LCOs
AL	Alabama	9	MT	Montana	3
AK	Alaska	1	NE	Nebraska	3
AZ	Arizona	9	NV	Nevada	4
AR	Arkansas	4	NH	New Hampshire	2
CA	California	58	NJ	New Jersey	17
CO	Colorado	7	NM	New Mexico	3
CT	Connecticut	7	NY	New York	40
DE	Delaware	1	NC	North Carolina	13
DC	District of Columbia	2	ND	North Dakota	2
FL	Florida	30	OH	Ohio	20
GA	Georgia	16	OK	Oklahoma	6
HI	Hawaii	2	OR	Oregon	5
ID	Idaho	3	PA	Pennsylvania	23
IL	Illinois	25	RI	Rhode Island	2
IN	Indiana	10	SC	South Carolina	8
IA	Iowa	5	SD	South Dakota	2
KS	Kansas	4	TN	Tennessee	10
KY	Kentucky	7	TX	Texas	32
LA	Louisiana	9	UT	Utah	3
ME	Maine	2	VT	Vermont	1
MD	Maryland	10	VA	Virginia	12
MA	Massachusetts	13	WA	Washington	10
MI	Michigan	18	WV	West Virginia	4
MN	Minnesota	8	WI	Wisconsin	10
MS	Mississippi	5	WY	Wyoming	2
MO	Missouri	9	PR	Puerto Rico	9
		274			246
					<b>520</b>

[End Section J]

## SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 MMAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses [or provisions] by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

(End of clause)

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR	52.203-2	Certificate of Independent Price Determination	APR 1985
FAR	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2005
MMAR	52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
MMAR	52.204-6	Data Universal Numbering System (DUNS)	JUN 1999
MMAR	52.212-3	Offeror Representations and Certifications-Commercial Items	JUL 2002
MMAR	52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2001
MMAR	52.225-2	Buy American Certificate	MAY 2002
MMAR	52.242-4	Certification of Final Indirect Costs	JAN 1997

### K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2005)

- 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 this contract;
  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 CO; 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 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

- a) The Offeror certifies that-
  1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to-
    - i. Those prices;
    - ii. The intention to submit an offer; or
    - iii. The methods or factors used to calculate the prices offered.
  2. The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  1. Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  2. (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization]; (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this

provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

- c) If the Offeror deletes or modifies paragraph (a)(2) of this provision, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**K.4 MMAR 52.225-1 BUY AMERICAN ACT CERTIFICATE (MAY 2002)**

- a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—Supplies” and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- b) Foreign End Products:

<i>Line ITEM No.</i>	<i>COUNTRY of Origin</i>
_____	_____
_____	_____
_____	_____

*[List as necessary]*

- c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

**K.5 MMAR 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 shall 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 MMAR 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.*
  - 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: Name \_\_\_\_\_ TIN \_\_\_\_\_

(End of provision)

**K.6 MMAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

- (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 paragraph (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 segment, 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 CO 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 CO 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 CO may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **K.7 MMAR 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.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 MMAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ **XXXXXX** \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ **XXXXXX** \_\_\_\_\_ [insert size standard].

(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 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-

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

*Alternate I (Apr 2002).* As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The Offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

#### **K.10 MMAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

a) *General.* This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

b) Representations.

1. *General.* The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- a. No material change in disadvantaged ownership and control has occurred since its certification;
- b. Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- c. It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

2.  For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

- c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall - (1) Be punished by imposition of a fine, imprisonment, or both; (2) Be subject to administrative remedies, including suspension and debarment; and (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

*Alternate I (Oct 1998).* As prescribed in 19.307(b), add the following paragraph (b)(3) to the basic provision:

(3) *Address.* The Offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The Offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the Offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**K.11 MMAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The Offeror represents that:

- a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- b) It  has,  has not filed all required compliance reports; and
- c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.12 MMAR 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.13 MMAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

- a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- b) By signing this offer, the Offeror certifies that:
  1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]
    - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
    - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the

alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with Environmental Protection Agency (EPA));

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- A. Major group code 10 (except 1011, 1081, and 1094).
- B. Major group code 12 (except 1241).
- C. Major group codes 20 through 39.
- D. Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- E. Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

(End of provision)

#### **K.14 MMAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

- a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in MMAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the MMAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.
- c) The Offeror has reviewed the requirements for the delivery of data or software and states *[Offeror check appropriate block]* —

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

(End of provision)

### **K.15 MMAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES/CERTIFICATION (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. Disclosure Statement-Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

*Caution:* In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative CO (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the CO immediately.

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the CO, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution:* Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-calendar day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. Cost Accounting Standards-Eligibility for Modified Contract Coverage**

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause, because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received

less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the CO immediately.

*Caution:* An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

#### K.16 MMAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- (a) The Contractor shall—
- (1) Certify any proposal to establish or modify final indirect cost rates;
  - (2) Use the format in paragraph (c) of this clause to certify; and
  - (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.
- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the CO.
- (c) The certificate of final indirect costs shall read as follows:

#### CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates, and to the best of my knowledge and belief:

1. All costs included in this proposal (*identify proposal and date*) to establish final indirect cost rates for (*identify period covered by rate*) are allowable in accordance with the cost principles of the Materials Management Acquisition Regulation (MMAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the MMAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

(End of clause)

#### K.17 MMAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

- (a) When authorized in writing by the cognizant CO, the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be

prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CO copy. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

DATE OF EXECUTION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

#### **K.18 MMAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JULY 2002)**

(a) *Definitions.* As used in this provision: "Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated. "*Forced or indentured child labor*" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"*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 size standards in this solicitation.

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

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

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

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

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

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) 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 MMAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror’s TIN.

(3) *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.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

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

(5) *Women-owned small business concern.* [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it  is,  is not a women-owned small business concern.

**NOTE:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it  is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the Offeror has represented itself to be a small business concern under the size standards for this solicitation.

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The Offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last three fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

(d) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federally 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 award of any resultant contract.

<b>Number of Employees</b>	<b>Average Annual Gross Revenues</b>
___ 50 or fewer	___ \$1 million or less
___ 51—100	___ \$1,000,001—\$2 million
___ 101—250	___ \$2,000,001—\$3.5 million
___ 251—500	___ \$3,500,001—\$5 million
___ 501—750	___ \$5,000,001—\$10 million
___ 751—1,000	___ \$10,000,001—\$17 million
___ Over 1,000	___ Over \$17 million

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—Supplies” and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of MMAR Part 25.

(f)(1) *Buy American Act—North American Free Trade Agreement—Israeli Trade Act Certificate.* (Applies only if the clause at MMAR 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act” and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The Offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act”: NAFTA Country or Israeli End Products:

*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products:

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of MMAR Part 25.

(2) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (MAY 2002).* If Alternate I to the clause at MMAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act”:

Canadian End Products:

[List as necessary]

(3) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (MAY 2002)*. If Alternate II to the clause at MMAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.      Country of Origin

\_\_\_\_\_

Line Item No.      Country of Origin

\_\_\_\_\_

Line Item No.      Country of Origin

\_\_\_\_\_

Line Item No.

\_\_\_\_\_

Line Item No.      Country of Origin

\_\_\_\_\_

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at MMAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The Offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of MMAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the CO determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(g) *Certification Regarding Debarment, Suspension or Ineligibility for Award.* The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals—

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

(2)  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 Federal, state or local government 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

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. (h) *Certification Regarding Knowledge of Child Labor for Listed End Products. [The CO must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

(2) *Certification. [If the CO has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision: (11) (Complete if the Offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The Offeror shall check the category in which its ownership falls]:*

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall

Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Line Item No.      Country of Origin

_____	_____
_____	_____
_____	_____

Listed End Product      Listed Countries of Origin

_____	_____
_____	_____

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision: (iii) *Address.* The Offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The Offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the Offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

[End Section K]

## SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

### L.1 MMAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses [or provisions] by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <http://www.gpo.gov/acquisition> [for MMAR Clauses or Provisions]
- [http://oamweb.osec.doc.gov/docs/DOC\\_Local\\_Clauses\\_PM2000-03A2.pdf](http://oamweb.osec.doc.gov/docs/DOC_Local_Clauses_PM2000-03A2.pdf) [for CAR Clauses or Provisions]
- <http://www.arnet.gov/far> [for FAR Clauses or Provisions]

(End of clause)

### ACQUISITION REGULATION CLAUSES

<u>TYPE</u>	<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
MMAR	52.204-6	Data Universal Numbering System (DUNS)	JUN 1999 ata
FAR	52.214-34	Submission of Offers in the English Language	APR 1991
FAR	52.214-35	Submission of Offers in U.S. Currency	APR 1991
MMAR	52.215-1	Instructions to Offerors –Competitive Acquisition With Alternate I	MAY 2001 (OCT 1997)
MMAR	52.215-16	Facilities Capital Cost of Money	JUN2003
MMAR	52.215-19	Notification of Ownership Changes	OCT 1997
MMAR	52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
MMAR	52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
MMAR	52.237-10	Identification of Uncompensated Overtime	OCT 1997
MMAR	52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999

### L.2 TYPE OF CONTRACT

The Government may award multiple Indefinite Delivery/Indefinite Quantity (IDIQ) type contracts as the result of the issuance of this RFP for services and supplies. Each proposal submitted shall be priced on a separate CLIN basis for a specific type of requirement. Individual Task Orders or delivery orders will be issued and awarded on either a Fixed Price Incentive Fee-Firm Target (FPI-F) basis, and/or a fixed price completion basis. Each Task Order or delivery order will be issued in accordance with paragraph H.24 of the resultant contract. Each task order requirement will be negotiated and funded separately.

### L.3 INQUIRIES

Offerors shall submit all questions concerning this solicitation in writing via e-mail to [kmiller@gpo.gov](mailto:kmiller@gpo.gov). Questions shall be received no later than fifteen (15) calendar days after the date of this solicitation. All responses to the questions will be made in writing and provided to all Offerors. Inquiries may or may not result in one or more amendments to the solicitation.

### L.4 SERVICE OF PROTESTS

An agency protest may be filed with either (1) the CO or (2) at a level above the CO, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) for the procedures for filing agency protests at the level above the CO (with the Protest Decision Authority).

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

Kerry L. Miller, Chief Acquisition Officer  
U.S. Government Printing Office  
Stop: CSAO  
732 North Capitol Street, NW  
Washington, DC 20401  
FAX: (202) 512-1517

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

Attn: Roy Potter  
Office of the General Counsel  
U.S. Government Printing Office  
Stop: GC  
732 North Capitol Street, NW  
Washington, DC 20401  
FAX: (202) 512-0076

### L.5 RESERVED

### L.6 SUBMISSION OF PROPOSALS

Offerors shall submit their initial proposals by **2:00 p.m.** Eastern Daylight Time on **October 20, 2006**. Offers received at the destination below after the time and date specified for receipt shall be considered late, and **may** be considered "Not Acceptable."

- 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:**  
Bid Section

U.S. Government Printing Office  
Stop: PPSB  
732 North Capitol Street, NW  
Washington, DC 20404-0001

(NOTE: Failure to mark the outer cover could result in the offer being misdirected and received late at the required destination.)

- b) If sent via Federal Express, United Parcel Service, or similar delivery services, offers shall be delivered to the physical address below by the time and date specified in L.6, above.

**Physical address:**

Bid Section  
U.S. Government Printing Office  
Stop: PPSP  
732 North Capitol Street, NW  
Washington, DC 20404-0001

- c) If hand carried, offers shall be delivered to the address cited in block 7 of the Standard Form 33 (SF 33) by the time and date specified in L.6, above.

## **L.7 ACCEPTANCE OF PROPOSALS**

Regarding acceptance of proposals:

- a) The Government reserves the right to consider as acceptable only those proposals submitted according to all technical requirements stated or referenced in this solicitation, and that demonstrate an understanding of the problems involved and the scope of the project.
- b) Note that the Government will be able to confirm that Offerors can conform to the QATAP at Level II, as well as meeting all Section C SOW requirements. If the Government **cannot** confirm this, the proposal may be considered out of the competitive range. To view the QATAP program standards, see: [www.gpo.gov/printforms/index.html](http://www.gpo.gov/printforms/index.html). Instructions for becoming pre-qualified as a GPO Level II printer can also be found at that web site.
- c) Alternate proposals will not be evaluated.

## **L.8 MINIMUM ACCEPTANCE PERIOD**

Offerors allowing fewer than two hundred ten (210) calendar days in the "offer" portion of SF 33, entitled "Solicitation, Offer, and Award," will be rejected as Not Acceptable.

## **L.9 RESERVED**

**L.10 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 of the Contractor's obligations under any contract resulting from the proposal. The Government, in turn, will render all payments due for services performed solely to the Prime Contractor.

**L.11 CHANGES TO THE PROPOSAL (SEE MMAR 52.215-1)**

Any changes to a proposal made by an Offeror after its initial submission shall be submitted following the same instructions in this section for the appropriate volume to the following address:

**Mailing Address:**

Bid Section  
U.S. Government Printing Office  
Stop: PPSB  
732 North Capitol Street, NW  
Washington, DC 20404-0001

Changes shall be described in summary format and the changes/replacement pages shall be clearly identifiable. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change and with underlining/strike-through as appropriate. The Offeror shall include the date of the amendment at the bottom of the changed pages.

**L.12 ANTICIPATED AWARD DATE**

The anticipated contract award date is *March 15, 2007*, but may be earlier or later than this date at the Government's discretion. The anticipated effective date of the contract will be the award date of the contract.

Anticipated milestones for submission of proposals and evaluation are as follows:

- Release RFP: *September 15, 2006*
- Initial Proposals Due: *October 20, 2006*
- Evaluation of initial proposals: *October 21, 2006 to November 28, 2006*
- Competitive Range Determination: *November 29, 2006*
- Discussions or orals: *November 30, 2006 to December 12, 2006*
- Request for Final Proposals: *December 18, 2006*
- Final Proposal Revisions Due: *January 9, 2007*
- Evaluation of final proposals: *January 10, 2007 – January 29, 2007*
- Source Selection Advisory Committee briefed by Evaluation Teams: *February 14, 2007*
- Source Selection Authority Decision: *February 28, 2007*
- Contract Award: *March 15, 2007*
- Services Begin under Contract: *March 15, 2007*

**L.13 RESERVED****L.14 WRITTEN PROPOSAL INSTRUCTIONS**

- a) A two-volume written proposal shall be submitted by Offerors in accordance with Section L.14.1.
- b) In addition to the written proposal, Offerors also shall participate in discussions with the Government, which may include requests for clarifications of proposals either in response to written questions, or in the form of discussions or oral presentations with question and answer sessions. In the event there is a discrepancy between the written proposal and discussions/orals, the written proposal takes precedence. Discussions shall be conducted in accordance with the instructions in Section L.14.2.
- c) If the Offeror fails to submit both a written proposal and participate in discussions/orals as scheduled, the Government will consider the entire offer to be Not Acceptable.
- 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, provided with the proposal or during the discussions/orals, will not be reviewed or utilized in the evaluation.

**L.14.1 Written Proposals**

Offerors shall submit their proposals in compliance with the instructions in this section, or the proposals will be considered Not Acceptable. The written proposals shall be provided in two (2) volumes, as follows. Page limitations for major sections are also noted.

The written proposal will be evaluated based on the information presented. Therefore, organization, clarity, accuracy of information, relevance, and completeness are of prime importance.

<b>Volume I – Technical Proposal</b>	<b>Maximum 215 pages total</b>
Section 1 – Technical Capabilities	Maximum 200 pages
Section 1.A Printing, Finishing, and Distribution	
Section 1.B Security	
Section 1.C Quality Assurance and Control	
Section 1.D Management and Reporting	
Section 1.E Replacement Mailing	
Section 1.F Risks and Opportunities	
Section 1.G Representations, Certifications and Other Statements of Offerors	
Section 2 – Past Performance and Similar Experience	Maximum 15 pages

**Volume II – Cost Proposal****No page limit**

**Cost and Pricing Data:** Contractors shall submit their cost and/or pricing data in the format identified in Table 15-6 of MMAR 15.408 [see MMAR for details].

**Unpriced Technical Proposals:** Offerors shall provide “unpriced cost data” in their technical proposals. This data should be at the same level of detail as contained in the cost proposal, except all references to cost shall be deleted. The purpose of this is to allow the government to evaluate the data the Offeror used to develop its estimates for labor, equipment, and other costs. Examples

of unpriced cost data would be proposed categories of labor, labor hour estimates, equipment/facility purchases, and the frequency and destination of any proposed travel.

#### **L.14.1.1 Submission of Written Proposal Material**

Offerors shall submit written proposals on CD-ROMs and in hard copy. One original of each hard copy volume, plus five (5) copies, is required. Six (6) total CDs are required.

- a) Volume I files shall be placed together on one CD-ROM, while Volume II shall be on a separate CD-ROM. CDs shall be readable on an IBM PC-compatible system running Windows XP or a later version operating system.
- b) Volume I sections shall be contained in a single file and provided in both Microsoft Word (.doc) and Adobe Acrobat Portable Document Formats (.pdf), current versions (i.e., two files on each Volume I CD). Volume I files shall be named **Vol I Technical [Offeror]\_[date].doc/.pdf** (note that abbreviations are permissible for Offeror names).
- c) Volume II sections shall be contained in a single file and provided in Microsoft Word (.doc) and/or Microsoft Excel (.xls), as well as in Adobe Acrobat Portable Document Format (.pdf), current versions (i.e., two files on each Volume II CD). Volume II files shall be named **Vol II Cost [Offeror]\_[date].doc/.xls** (note that abbreviations are permissible for Offeror names).
- d) Each CD-ROM shall be clearly labeled, and each label shall state the following:
  - a. Offeror's name
  - b. Solicitation number
  - c. Date of the submission
  - d. Proposal volume (number, title) contained on the CD-ROM
  - e. Copy number (i.e., copy 1 of 5, or "original")
- e) If more than one CD-ROM is required for a volume, each CD-ROM shall be labeled as Disk "x" of "y" (e.g., Disk 1 of 2).
- f) If there are any discrepancies between the electronic version and the hard copy version submitted in response to this RFP, the hard copy version shall take precedence.

#### **L.14.1.2 Written Proposal Formatting Instructions**

- a) Offerors shall confine their submissions to the established page limitations. While tables of contents are permitted, they should not be included in page counts and will not be evaluated. **All** pages 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 binder of sufficient size to contain the material, minimum 1" binders. A binder cover page shall be affixed to the outer cover of each volume that clearly identifies each volume. The Technical Proposal shall be labeled as follows:
  - a. Offeror's name
  - b. Solicitation number
  - c. Date of submission
  - d. Proposal volume (number, title)
  - e. Copy number (i.e., copy 1 of 5 or "original")

Instructions for the Cost Proposal cover page are located in Section **L.14.1.4.2**.

This information also shall appear on the spine of the binder. Tab indexing shall be used to identify all sections within a particular proposal volume. There shall be no writing or graphics 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. The proposal pages shall be numbered and bound along the left margin. The original proposal shall be printed on one side only and the remaining copies shall be printed double-sided. Each page shall have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary material, and any other identifying information printed on each page may be included in the margin.
- d) Text shall be in Times New Roman, 11 point font; however, text included in figures or graphics in the written proposal may be reduced to 9 point font, minimum. Table text shall maintain 11 point font. Should Offerors require fold-out pages for graphics, one fold-out page shall not exceed 17x11 inches. Fold-outs will be counted as two (2) pages, regardless of size, and subsequent page numbering shall be adjusted appropriately.
- e) For spreadsheet text in the Cost Volume (Volume II), any font and size are permitted. However, formatting for optimum readability is requested.

#### **L.14.1.3 Volume I – Technical Proposal**

Volume I shall address technical, management, key personnel, past performance, and similar experience aspects of the work proposed. See Section M for detail regarding how these items will be evaluated.

Volume I, Section 1 addresses Technical Capabilities. The Offeror should convey that it has the capability, capacity, availability, key personnel, past performance, and similar experience to accomplish the entire printing, finishing, and distribution efforts described in the SOW, to include the 2008 Dress Rehearsal, all preceding and subsequent tests, and the 2010 Census. Volume I Section 2 addresses Past Performance and Similar Experience. The required subsections address the major different aspects of the technical requirement.

##### **L.14.1.3.1 Volume I, Section 1.A – Printing, Finishing, and Distribution**

In this subsection, the Offeror shall convey that it thoroughly understands the printing, finishing, and distribution requirements as stated in Section C, Performance Work Statement:

- Describe the equipment (both type and number of each to be used), capabilities, methods, processes, and facilities which will be utilized to accomplish the operational printing, finishing, and distribution work (to include the Dress Rehearsal option),
- Provide workflows for each major process, and
- Provide any unpriced data to support the cost assumptions in the Cost Proposal.

Offerors shall support any and all assumptions and calculations with backup data, such as rated speeds from manufacturers, so that the Government can validate these assumptions. Offerors are advised that assumptions that are not validated may render proposals non-compliant or containing excessive weaknesses or risk to the Government. For example, a press which an Offeror states can run at 10,000 ppm, 7 days per week, for an entire year, clearly does not account for press setup, maintenance, and downtime, and will be considered a weakness of the proposal.

##### **L.14.1.3.2 Volume I, Section 1.B – Security**

In this subsection, the Offeror shall convey that it thoroughly understands the security requirements as stated in Section C, Performance Work Statement:

- If already compliant with FISMA/NIST requirements and/or accredited for IT operations according to some other standard, briefly state this in the proposal.
- Describe how security will be handled on the project (i.e., how to meet minimum req.), including planning, management, and operations, both for prime and subcontractors,
- Describe any formal tests to be conducted to confirm that data transmission, storage, handling and “clean-up” procedures are in place and work as planned,
- Describe how you would respond to any possible changes in requirements in response to new Federal mandates or laws,
- If specific requirements appear to be potential “show stoppers” for your organization, explain how you would provide an equivalent level of protection within your organization,
- Describe projects on which similar security measures were implemented, and
- Provide any unpriced data to support the cost assumptions in the Cost Proposal.

#### **L.14.1.3.3 Volume I, Section 1.C – Quality Assurance and Quality Control**

In this subsection, the Offeror shall convey that it thoroughly understands the quality assurance and quality control requirements as stated in Section C, Performance Work Statement:

- Describe technological/personnel QA and QC capabilities,
- Describe the QA/QC processes and methodology followed by the Offeror,
- Describe projects on which similar QA/QC measures were implemented, and how any problems were resolved, and
- Provide any uncosted pricing data to support the cost assumptions in the Cost Proposal.

Offerors shall support any and all assumptions and calculations with backup data, such as rated speeds from manufacturers, so that the Government can validate these assumptions. Offerors are advised that assumptions that are not validated may render proposals non-compliant or containing excessive weaknesses or risk to the Government.

#### **L.14.1.3.4 Volume I, Section 1.D – Management and Reporting**

In this subsection, the Offeror shall convey that it is able to manage the job effectively, and provide the necessary data and feedback to the Government in a timely manner:

- Describe how you will manage the effort,
- Describe the experience and capabilities of the designated Key Personnel. **For this solicitation, the prime contractor’s primary Project Manager shall be designated as “key.”**
- Describe how you will provide reports to the Government, to include automation capabilities, and
- Provide any unpriced data to support the cost assumptions in the Cost Proposal.

#### **L.14.1.3.5 Volume I, Section 1.E – Replacement Mailing (RM)**

In this subsection, the Offeror shall convey that it is able to meet the stringent RM printing, finishing, and mailing requirements:

- Describe the equipment (both type and number of each to be used), capabilities, methods, processes, and facilities that will be utilized to accomplish the operational RM printing, finishing, and distribution work (to include the DR option),
- Provide workflows for the RM, and

- Provide any unpriced data to support the cost assumptions in the Cost Proposal.

Offerors shall support any and all assumptions and calculations with backup data, such as rated speeds from manufacturers, so that the Government can validate these assumptions. Offerors are advised that assumptions that are not validated may render proposals non-compliant or containing excessive weaknesses or risk to the Government. For example, a press which an Offeror states can image 10,000 packages per hour, 7 days per week, for an entire year, clearly does not account for press setup, maintenance, and downtime, and will be considered a weakness of the proposal.

#### **L.14.1.3.6 Volume I, Section 1.F – Risks and Opportunities**

In this subsection, the Offeror shall convey that it understands the project risks and can provide *appropriate* value when addressing these risks:

- Discuss major project risks (to include which risks will be consciously addressed and which will not be, and why),
- Describe what kind of contingency planning you will do, and how a contingency plan would be implemented,
- Discuss opportunities for improvement in any area (from minimum requirements in the PWS) and discuss the value of this to the project, and
- Discuss any experience that may have prepared you to manage possible risks on this program.

#### **L.14.1.3.7 Volume I, Section 2 – Past Performance and Similar Experience**

The Offeror shall provide evidence that *performance* on previous projects was acceptable or exceptional. In this subsection, describe five (5) projects that represent your ability to perform in the areas specified in the PWS. All projects shall show prior ability to perform well *with the same partners* as bid on this project (i.e., each partnership shall be covered by at least one project reference). Projects shall utilize the template provided in L.1. While this template can be expanded to fulfill page limits, Offerors shall not modify the template in any other way.

The five references should also represent the Offeror's experience that is similar in size, scope, complexity and approach for planning and operations, as set out in the Print 2010 requirements.

#### **L.14.1.4 Volume II - Cost Proposal**

The Cost Proposal is not subject to page limitations; however, the Offeror shall include only that information that is pertinent to cost and pricing matters.

- a) The contemplated resultant contract shall be written in a manner that is consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices
- b) The Offeror shall submit cost and pricing data with the proposal submission. Offerors will be advised if additional data is needed (See MMAR 15.403-3).
- c) Prospective major subcontractors shall submit proprietary cost data directly to the Government no later than the date and time specified in this RFP for proposal submission. Major subcontractors are defined as those subcontractors having a total contract value of \$550,000.00 for the inclusive effort. Cost and Profit/Fee will be considered in determining the \$550,000.00 value.

Volume II shall be composed of the following sections:

Section 1: Contract Pricing Proposal Cover Sheet (SF 1411(1C-83))

Section 2: Cost Proposal Detail (See MMAR Table 15-2)

#### **L.14.1.4.1 General Instructions**

- a) The initial period of performance for the Contract Line Items is as defined in the Section C PWS. For pricing and evaluation purposes only, the Offeror shall use the start date of March 15, 2007 (See Section F for Period of Performance).
- b) Offerors and major subcontractors are required to submit one hard copy and one electronic copy of the cost proposal directly to the Government Defense Contract Audit Agency (DCAA) office identified in the cover page of the cost proposal concurrent with submittal of the proposal to GPO.
- c) In addition to the Prime Offeror, for any major subcontractor that has a potential estimated total value in excess of \$550,000.00 of the contract value, the subcontractor shall submit Cost Volumes following the specified format.
- d) The Cost Volume shall consist of the following parts:
  - a. Section 2, Part 1 – Cover Page and Table of Contents
  - b. Section 2, Part 2 – Cost or pricing information and supporting data (required by Table 15-2)
  - c. Section 2, Part 3 – Copies of all subcontractor solicitations
  - d. Section 2, Part 4 – Section K certifications
  - e. Section 2, Part 5 – Completed tables from Paragraph B.6
- e) All dollar amounts provided shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be rounded to the second decimal place, %xx.xx.
- f) An FTE is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. An FTE may be comprised of one employee or several part time employees. Productive labor hours are defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).
- g) Offerors are to propose all costs on a calendar and Government fiscal year basis. Successful Offerors shall be required to submit monthly time phased cost proposals in Government fiscal year format prior to or during contract negotiations or upon contract award.
- h) The Offeror shall propose costs in real year dollars.

#### **L.14.1.4.2 Specific Instructions**

- a) Section 2, Part 1 – Cover Page and Table of Contents
  1. Cover Page – Prime and subcontractors; provide the following information on the cover page of the cost proposal:
    - I. Solicitation number
    - II. Name, address, and telephone number of Offeror

- III. Name, title and telephone number of Offeror's point of contact
- IV. Type of contract, place(s) and period(s) of performance
- V. The total proposed amount
- VI. Name, address, telephone, e-mail and fax number of the Government cognizant contract DCAA audit office
- VII. Name, address, telephone, e-mail and fax number of the Government cognizant contract administration office
- VIII. Name and title of authorized representative of the company, and date of submission.

b) Section 2, Part 2 - Cost or pricing information and supporting data

1. In order to facilitate verification of the proposed rates and factors, if the contract year overlaps two contractor accounting years, the Offeror shall provide a separate explanation of direct and indirect rates for each contractor accounting year that is mapped to arrive at the proposed rate by contract year.
2. If Offerors propose the use of uncompensated overtime, identify hours of uncompensated overtime proposed by labor category and by CLIN.
3. Wage/salary increases shall be in compliance with any applicable union agreements. Due to the requirement for Offerors to propose reasonable labor rate increases, all Offerors shall utilize the following projected escalation rates for Professionals and Technical Workers. The following uniform rates of change are provided for pricing purposes:

**Table 17 Projected Wage Escalations for Professionals and Technical Workers**

Calendar Year	Escalation Rates
2007	3.1%
2008	3.5%
2009	3.5%

Should an Offeror determine the need for a different annual escalation rate, a written explanation and justification shall be included in the supporting information, along with the rationale and methodology used for the annual escalation rate development, including escalation assumptions, sources of projections, and a clear description of the projected rate.

Material, Supplies and Other Direct Costs requiring escalation factors for estimating shall use the following annual escalation rates:

**Table 18 Projected Material, Supplies and Other Direct Cost Escalations**

Calendar Year	Escalation Rates
2007	3.0%
2008	3.0%
2009	3.0%

Should an Offeror determine the need for a different annual escalation rate, a written explanation and justification shall be included in the supporting information, along with the rationale and methodology used for the annual escalation rate development, including escalation assumptions, sources of projections, and a clear description of the projected rate.

4. If a Forward Pricing Rate Agreement (FPRA) is issued, all rates contained therein and agreed to shall be used in the development of the proposed costs unless the value of this contract or other mitigating circumstance dictates the use of revised rates. Should an Offeror deviate from the published FPRA agreement, a written explanation and justification shall be included in the supporting information, along with the rationale and methodology used for the varying rate development and a clear description of the projected rate. The proposed FPRA shall be identified.
5. When preparing the cost proposal, this specified format is required for summary level information only, and the Offeror's own cost model, time phased by contract year, shall be in the format specified in Table 15-2 of MMAR 15.408. This structure shall be used for submitting supporting information.

### **L.14.2 Discussions**

For those Offerors deemed to be in the competitive range, the Government may require additional discussions. The Government will provide the Offeror with questions and/or discussions topics, and the Offeror shall then respond to these during face-to-face meetings. While at this time the Government does not anticipate utilizing a formal oral presentation format for these meetings, if it determines that this format is most conducive to information sharing and the competitive process, the Government reserves the right to require oral presentations. During the discussion period, the Government will also address any weaknesses and deficiencies and gain additional information concerning the Offeror's proposal, as required. In any regard, the Government will provide detailed instructions for these discussions to all Offerors who are eligible to participate prior to scheduling these discussions.

The Government may limit the number of attendees who can participate in these discussions.

#### **L.14.2.1 Discussion Facilities**

- a) The Government may require Offerors to provide the facility in which the discussions will be held, or may require Offerors to travel to the Washington, D.C. area to meet at Government facilities. If the facility is provided by the Offeror, it shall be located within the Continental United States. The facility shall be large enough to accommodate fifteen (15) Government personnel in addition to the Offeror's project team. Specific start/end times will be provided with the agenda when the Government selects Offerors for discussions.
- b) Offerors shall provide written notice to the CO of the desired location of the facility within three (3) working days following notification by the Government of the dates/times for the discussions. This notice shall include 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.
- c) The expectation is that two (2) working days will be sufficient for discussions and/or orals for each Offeror.

- d) If formal oral presentations are required at any discussions, the Offeror is permitted to utilize desired presentation equipment.

**L.14.2.2 Record of Meetings**

- a) It is anticipated that the Government may take formal recordings of all discussions or meetings which will be used for reference during evaluations. These recordings may be sound or videotaped recordings (with or without transcripts), or may be official meeting minutes taken by a designated meeting secretary.
- b) A copy of the meeting record will be provided to the Offeror subsequent to the meeting, **only** if requested by the Offeror and **only** for the Offeror's meeting (i.e., Offerors will not be permitted any information regarding other Offerors). The format of the record provided by the Government will be solely at the Government's discretion. However, these records will be considered confidential, and the Offeror is NOT authorized to copy or distribute them, or to share them with anyone other than company officials.

**L.15 ATTACHMENT L.1: PAST PERFORMANCE/SIMILAR EXPERIENCE MATRIX TEMPLATE**

<i>Project Name</i> <i>Contract Title and Contract Number</i>	
<b>1) Performed by:</b>	
<b>2) Major Subcontractor(s):</b>	
<b>3) Customer Agency/Company:</b>	
<b>4) CO or COTR (if applicable) – name, title, address, phone and e-mail address:</b>	
<b>5) Technical POC – name, title, address, phone and e-mail address:</b>	
<b>6) Period of Performance:</b>	
<b>7) Contract Type and Total Value:</b>	
<b>8) Product/Service Provided:</b>	
<b>9) Print 2010 SOW Area:</b>	
<b>10) Description of Project:</b>	
<b>11) Problems Encountered/Resolution:</b>	
<b>12) Awards, Recognitions, and Certifications Received:</b>	

[End Section L]

## GOVERNMENT PRINTING OFFICE/U.S. CENSUS BUREAU PRINT 2010 ACQUISITION

### SECTION M EVALUATION FACTORS FOR AWARD

#### M.1 BASIS FOR AWARD

The Government may award a contract to the Offeror(s) whose proposal offers the best value in terms of Technical Approach and Cost. Within the best value continuum, the Government will employ a tradeoff analysis of cost or price and non-cost factors (MMAR 15.101-1) in evaluating the proposals submitted.

Proposals will be assessed for how well the Offerors' proposals meet the solicitation requirements and address the risks associated with the Offerors' approaches. Determining how well the Offerors' proposals meet the solicitation requirements will be accomplished in two steps. The first determination will decide if the Offerors' proposals meet the solicitation requirements. Next, the evaluators will identify the unique strengths, weaknesses, omissions, deficiencies, and risks of each offer. Risk will be included in the final evaluation of each factor and will not be evaluated as a separate factor. In the assessment of risk, the Government evaluators will consider all available information. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government.

In order to make a source selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the strengths, weaknesses, deficiencies and risks (in terms of the evaluation criteria) facilitates the process of determining which proposal presents the best overall value. In making this comparison, the Government is more concerned with obtaining superior technical and management capabilities and with low risk, than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to achieve a slightly superior technical solution. Offerors are advised that the technical evaluation factors are significantly more important than cost or price.

#### M.2 EVALUATION FACTORS FOR AWARD

Evaluation of all offers will be made in accordance with the criteria outlined in this section. The proposals will be evaluated against the following three (3) factors. Factors 1 and 2 are Technical Factors.

- Factor 1      Technical Approach
- Factor 2      Past Performance and Similar Experience
- Factor 3      Cost

#### M.3 TECHNICAL EVALUATION

##### M.3.1 Relative Order of Importance of Technical Factors

Technical Factor 1 is more important than Technical Factor 2. Factor 3 is a Cost factor, which will be evaluated separately and applied in the determination of best value.

On overview of the evaluation factors is provided in the following sections.

**M.3.2 Technical Approach Factor**

Technical capability will be evaluated by assessing the likelihood that the Offerors’ proposed technical approaches would meet the Government’s requirements, including any associated risk of the Offerors’ non-performance in the technical solution. This factor will be evaluated through written proposals as well as any discussions and/or oral presentations. The emphasis of this factor will be the ability of Offerors to demonstrate their “grasp” of the overall printing and distribution operations, and the applicability of their proposed solution to the requirements and challenges associated with the 2010 Census.

For this solicitation, program/project management also is considered an integral part of the Technical factor. The 2010 Census is a project that must operate on schedule, with no exceptions. The schedule shall be met. The Government will therefore have the utmost confidence in the Contractor’s management team, abilities, and methods.

For this solicitation, key personnel is also considered an integral part of the Technical factor. The availability and commitment of Key Personnel is important to the Government, and will be evaluated through information contained in the written proposal and during any discussions and/or oral presentations. Specifically, the Government desires employment of Key Personnel with relevant experience in the integration of a complex set of requirements that rely on various and relevant technologies, staffing, and logistical considerations. **The government considers the prime contractor’s primary Project Manager as Key.**

The Government reserves the right to utilize other information available to it to evaluate Key Personnel. For example, the Government may query contract references and other end-user representatives regarding the experience of proposed Key Personnel and the quality of their performance. Other sources of information concerning key personnel may include technical journals, the Government’s past performance databases, Inspector General reports, and GAO reports.

The Government will evaluate Offerors on their entire proposed technical approach for Print 2010. Offerors will be evaluated on how well they provided specifics regarding their approach, and their appropriateness and applicability to the stringent requirements and workloads for the 2010 Census.

The Government’s evaluation of the Offerors’ technical solution will include the following considerations, but other considerations may be evaluated if the Government considers it necessary. Items are not listed in any priority order.

<b>Approach to Production/Operations</b>	Planning, preparedness, and readiness to begin operations on schedule.
	Ability to meet aggressive timelines.
	Sufficient facilities in place at proper times.
	Sufficient backups and contingencies in place to mitigate risks (both operational and security) that could affect completion requirements.
	Demonstrates implementation of quality control/assurance approaches and methodologies appropriate to the operational support systems, including field tests representative of a Decennial Census production environment.
	A thorough plan exists for maintaining Title 13 and other sensitive data securely at all levels and under all situations.

	Demonstrates compliance with all applicable security laws, regulations, requirements, guidance, and directives.
	Solution addresses all requirements of the performance work statement.
	Rapid distribution capabilities.
<b>Technical Capabilities</b>	Scalability and flexibility/modularity to accommodate rapid changes in workloads and requirements.
	Appropriate use of technology in all areas in the application to Print 2010 requirements.
	Maximum use of automation.
	Use of proven methodologies, standardization, and testing.
	In-depth knowledge and understanding of all applicable technologies, including technology opportunities.
	Rapid deployment of repairs, fixes/patches, technology refreshments, or replacements to all locations.
	Thorough documentation of workflow processes, capabilities and capacities, and the understanding of these in the Census environment.
	Appropriate capacity (e.g., storage, performance, expandability, etc.) across all functions being supported.
<b>Program and Administrative Management</b>	Ability to remain flexible to adjust to swift and critical changes in government guidance on requirements and project priorities.
	Approach, techniques and tools for hiring, training, retaining staff, and managing human resource levels to the requirements of the project, while ensuring that skill qualifications are maintained.
	Approach to managing partners/subcontractors, including resolving problems.
	Approach to the identification, management, and (as appropriate) mitigation of Print 2010 program, technical and operational issues, problems and risks, both in proactive and reactive (emergency) modes.
	Measuring performance to standards, and implementing swift adjustments when deficiencies are found.
<b>Key Personnel</b>	Availability to successfully manage the Print 2010 project, and to remain on the program through the performance of this contract.
	Years of relevant experience and skill sets in relevant fields.
	Possession of degrees and certifications relevant to the proposed work.
	Capability to apply innovations in technology or processes.
	Customer satisfaction with performance of the individual (individual awards, grants, continuing business, etc).

### M.3.3 Past Performance and Similar Experience

#### M.3.3.1 Past Performance

- a) Evaluation of past performance will allow the Government to determine whether the Offerors consistently deliver quality services in a timely manner. Past performance information will be obtained for contracts performed by the Offerors during the last five (5) years that are consistent in scope and complexity with the Print 2010 project. Past performance information will be obtained from references provided in the Offerors' proposals. In addition to information obtained from references, the Government may use other sources of information to

- assess past performance, such as Government past performance databases, Inspector General, and GAO.
- b) The information provided within the proposal or during discussions and/or oral presentations, together with information obtained from the references listed in the Offerors' proposals and from any other sources available to the Government, will provide the primary input for evaluation of this factor. The Government reserves the right to verify the specifics of prior contracts described by the Offerors' in their proposals.
  - c) If an Offeror has not performed a single project in the past five (5) years that encompasses all requirements of the project, then the Government may consider past performance on a combination of projects that together show that the work accomplished is consistent in scope and complexity with the project.
  - d) Past performance on contracts that are more technically relevant to this requirement and similar in scope will be considered more heavily than performance on contracts that are less relevant and of smaller scope.
  - e) In general, past performance will be evaluated on the extent of customer satisfaction with the previous performance of Offerors; the Offerors' effectiveness in managing and directing resources and in demonstrating reasonable and cooperative behavior in dealing with customers; the quality of previously performed services; the Offerors' ability to control costs and manage contract activities; and meeting schedules in providing services and products.
  - f) More specifically, evaluation of past performance may include the Offerors' records of providing high-quality services in a timely manner, standards of good workmanship, adhering to contract schedules, 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, adhering to or exceeding subcontracting plans and goals, record of awards or performance recognition earned, and overall client satisfaction.

### **M.3.3.2 Similar Experience**

- a) This factor will be evaluated on the basis of the Offerors' relevant experience during the last five (5) years. The Government will determine if the Offerors' experience is similar in size, scope, complexity and approach for planning and implementation, as set out in the Print 2010 requirements. For reference, previous contracts will be compared with the following:

The Government will evaluate the following aspects of the Offeror's similar experience (not listed in order of importance):

- Experience with and effectiveness in executing similar large, complex projects, utilizing the same or similar technologies as Print 2010;
- Ability to manage a large production operation with fixed deadlines, with particular emphasis on ensuring (and reporting on) quality at every step of the process;
- Experience (both technical and management) with:
  - i. Large volume printing operations, with an emphasis on quality
  - ii. Storage and deployment of large volumes of forms within precise timeframes with an emphasis on quality
- Implementation of a comprehensive security program for a complex project that involves interfaces with the public, and includes both physical and data security aspects;
- Technological and/or process innovation;
- Effective integration of services with other (external) Contractors and the Government;

- Experience in applying lessons learned from testing processes and implementation of subsequent improvements.

The information presented in the Offerors' proposals, as well as discussions and/or oral presentations, together with information from other sources available to the Government, will provide the primary input for evaluation of this factor. The Government reserves the right to verify the specifics of prior contracts described by Offerors in their proposals.

## **M.4 PRICE AND COST EVALUATION**

### **M.4.1 General**

The cost evaluation will include price completeness and accuracy, price realism, price reasonableness, price risk, and total cost to the Government.

### **M.4.2 Cost Evaluation Factors**

#### **M.4.2.1 Cost Completeness and Accuracy**

- a) The Government will review the price schedules for completeness and accuracy. A determination will be made as to whether the Offerors have properly understood the cost proposal instructions and properly completed the price schedules. Changes to the evaluation quantities, blanks or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Offerors' intent. The Offerors' proposals will be checked for mathematical correctness to include the following:
  1. Checking arithmetic in the proposal;
  2. Compliance with Table 15-6 (MMAR);
  3. Making sure that all prices/costs are summarized correctly; and,
  4. Comparing electronic submittals with hard copies.
- b) The Government will make a determination regarding whether the price appears unbalanced either for the total price of the proposal or for separately priced line items. An analysis will be made by item, resource, quantity, and year to identify any irregular or unusual pricing patterns. An unbalanced proposal is one that incorporates prices that are less than cost for some items and/or prices that are overstated for other items.

#### **M.4.2.2 Price Realism**

Offerors are placed on notice that any proposals that are unrealistic in terms of technical commitment or are unrealistically low in cost(s) and/or price will be deemed reflective of an inherent lack of technical competence, or indicative of failure to comprehend the complexity and risk of contract requirements, and may be grounds for rejection of the proposal.

#### **M.4.2.3 Price Reasonableness**

Offerors are expected to establish a reasonable price relationship between all price/cost elements in its proposal. The Government will perform an evaluation of the Offerors' cost proposals to determine if they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the technical proposal. Reasonableness determinations will be made by determining if competition exists, by comparing bid prices with established commercial or GSA price

schedules, by evaluating labor rates, and/or by comparing bid prices with the Independent Government Cost Estimate (IGCE).

#### **M.4.2.4 Cost Risk**

Cost risk refers to any aspect of the Offerors' proposals that could have significant negative cost consequences for the Government. Proposals will be assessed to identify potential cost risk. Where cost risk is assessed, it may be described in quantitative terms or used as a best-value discriminator.

### **M.5 OTHER CONSIDERATIONS**

If a proposal is not prepared in accordance with Section L instructions, it will be rated "Not-Acceptable."

### **M.6 EVALUATION PROCESS**

The Government will evaluate the ability of each Offeror and its proposal to satisfy the Government's requirements in the SOW, Section C. The Government intends to utilize the following *high-level* steps in performing its evaluation:

1. *Evaluation of Initial Proposals.* Proposals will be reviewed and evaluated in detail to ensure that Offerors: have acceptable past performance and similar experience; have addressed all contract requirements in sufficient detail and clarity to allow the Government to determine that the proposed personnel, approach and services are acceptable; and to enable the Government to identify items for discussions.
2. *Initial Cost Evaluation.* Cost proposals will be evaluated in accordance with Section M.4, Cost Evaluation.
3. *Competitive Range Determination.* See MMAR 15.306.
4. *Oral Presentations/Discussions.* Discussions or presentations may or may not be held after Offerors have been determined to be in the competitive range. At the CO's discretion, the Government may conduct written and oral discussions with Offerors at any time after the competitive range determination through the submission of final proposals. Demonstrations and site visits may be requested.
5. *Final Proposal Revisions.* Offerors may be given the opportunity to submit final proposal revisions after the conclusion of negotiations.
6. *Evaluation of Final Proposal Revisions.* Final proposal revisions will be evaluated against the evaluation factors, and the Government will make a best value determination.
7. *Source Selection and Contract Award.* See MMAR15.1

### **M.7 EVALUATION SUPPORT**

Offerors are advised that the Government may utilize outside contractors and/or consultants to assist in the evaluation of proposals. These outside contractors will have access to any and all information contained in the Offeror's proposals, and will be subject to appropriate conflict of interest standards and confidentiality restrictions.

## **M.8 AWARD OF CONTRACT**

A contract will be awarded to the successful Offeror following evaluation. The award document will be Standard Form 33, Solicitation, Offer and Award. This form will be executed by the CO on behalf of the Government.

[End Section M]

**(End Request for Proposal)**