

## **SECTION B – SUPPLIES OR SERVICES AND PRICE/COST**

### **B.1 GENERAL**

This contract shall be a vehicle for the Government to obtain a contractor to plan, design, integrate, produce, implement, and assess an integrated communications program in support of the U.S. Census Bureau's (Census Bureau's) 2020 Decennial Census.

The Contractor shall provide all integration, management, supervision, labor, and shall plan, schedule, coordinate, and assure effective performance, for all requirements outlined in Section C of this Request for Proposal (RFP).

### **B.2 ORDER TYPE**

The Census Bureau intends to award a single award Requirements Contract in accordance with FAR 16.503, which shall include issuance of Orders that shall specify the contract type of Firm Fixed Price (FFP), Time and Materials (T&M), or a combination of both. This shall be determined at the Order level.

Performance under this Requirements Contract will be closely coordinated with and monitored by the Contracting Officer's Representative (COR) and any other Census Bureau representatives designated by the COR. Questions pertaining to the scope of services and request for technical guidance and direction should be directed to the COR and designated representative(s) during the performance of the services. However, only the Contracting Officer may make changes to the terms and conditions of this Requirements Contract and any Orders issued under this Requirements Contract.

### **B.3 ESTIMATED VALUE**

#### **B.3.1 OVERALL ESTIMATED VALUE**

The total estimated value for the full lifecycle of this contract is about \$415,000,000.00. As stated in FAR 16.503(a)1, this estimate is not a representation to an offeror or contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal.

#### **B.3.4 PRICING OF ORDERS**

All orders under this contract shall be priced in accordance with the provisions contained in Section B. Under this contract, the contractor shall perform all services in accordance with orders, which will be based upon the actual Census Bureau's communications requirements for the 2020 Census and the final 2020 Census Integrated Partnership and Communications (IPC) Program Plan (see Section C.5.2).

**B.4 PRICE/OFFER SCHEDULE**

**B.4.1 LABOR RATES (Rate Card)**

The following burdened labor rates for the stated categories shall be the basis for order pricing:

Hourly Rates (Rate Card)						
Labor Categories	Base	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
TBD upon Award	TBD upon Award	TBD upon Award	TBD upon Award	TBD upon Award	TBD upon Award	TBD upon Award

(a)The Contractor’s burdened labor rates included in Section B.4.1 apply for the base and option years of the contract, accordingly, and shall be used by the Contractor when pricing orders under the contract. Additional labor categories and rates will be negotiated at the order level and will be incorporated to the table as they are approved. Each order will be negotiated on an individual basis.

**B.4.2 TRAVEL/OTHER DIRECT COSTS (ODCs)**

Travel required and incurred by the contractor’s personnel for their assigned work on this contract is an acceptable item to be invoiced. Travel will be reimbursed in accordance with FAR 31.205-46, Travel Costs, Section G.8, and the General Service Administration’s Federal Travel Regulations. This Other Direct Cost (ODC) shall be invoiced only against the specific order identified for travel upon contract award.

Other Direct Costs may include materials such as products that are proposed as part of a solution that shall be described in the individual orders, and shall be reimbursed to the Contractor at cost plus the negotiated material handling fee (except on Media and Travel). Other Direct Costs will be identified in individual orders, as required, and as determined to be allowable, allocable, and reasonable.

The material handling fee for this contract is (TBD at time of award).

**B.5 FUNDING**

No funding will be obligated at time of award on this Requirements Contract. Funding for services provided will be obligated at the Order level.

**B.6 INCREMENTAL FUNDING ON TIME-AND-MATERIALS ORDERS**

Funding may be added to time and materials orders by the execution of modifications to the order, up to the ceiling amount for the applicable performance period and orders. The Contractor shall note that residual funding at the end of an order’s performance period may be deobligated through a modification; inclusion of this funding in the following performance period of the

order is subject to budget approval based on appropriations and fiscal constraints.

#### **B.7 PRIME CONTRACTOR RESPONSIBILITIES**

The Contractor shall be held responsible for the performance of all services required under this Requirements Contract and under issued orders. The Government, in-turn, shall render all payments due for services performed solely to the prime Contractor.

#### **B.8 EMERGENCY SITUATIONS**

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

#### **B.9 NATIONAL SECURITY**

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

**[End of Section B]**

## **SECTION C – CONTRACT DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

### **C.1 DESCRIPTION**

Every ten years, the U.S. Census Bureau (Census Bureau) conducts a complete enumeration of the resident population of the United States and its territories. The decennial census is an extraordinary undertaking that requires the participation of every household in the country, reaching people from the most remote Alaskan villages to the most crowded inner cities. The country uses the results to provide an accurate count of the population to reapportion the U.S. House of Representatives, realign state legislative districts, guide policy decisions, and allocate more than \$400 billion of federal funding each year to local communities.

The mission to count every person once in their primary place of residence under unmovable deadlines makes the decennial census one of the Federal Government's most complex and largest mobilizations. An effective, efficient, and integrated communications program is critical to its success. To support the national headcount in 2020, the Census Bureau is planning an integrated communications program, entitled the 2020 Census Integrated Partnership and Communications (IPC) Program, to increase awareness and participation in this constitutionally mandated activity. Effective and strategic communications with many diverse audiences will be crucial including everything from educating the public about the process to maximizing response rates.

The 2020 Census Integrated Partnership and Communications (IPC) Program includes all partnership and communications activities completed in-house and by contractors to support the 2020 Census. The 2020 Census Integrated Communications Contract is a large and critical component of the overall IPC Program. For the Partnership component of the program, the Census Bureau will implement the Partnership Program in the regional offices across the country. The Contractor shall play a support role in the Partnership Program and may be tasked to provide communications services for the Partnership Program as described in Section C.5.9 below. In many areas as outlined in this section of the RFP, the Contractor shall work collaboratively with various program areas throughout the Census Bureau to plan and execute communications activities under the overall 2020 Census IPC Program.

The communications industry has changed dramatically since the conduct of the 2010 Census, principally due to changes and advances in technology, communications mechanisms, and consumer expectations. The Internet, wireless technologies, and mobile personal devices have opened new communications channels and media that have empowered consumers with increased connectivity to marketers. The Census Bureau fully intends to harness these emerging technologies and channels as part of the 2020 Census Integrated Communications Contract.

Whether through the Internet, telephone, or traditional paper questionnaires, the Census Bureau is committed to making the once-a-decade headcount quick, easy, and safe for all to participate. The agency hopes to provide substantial taxpayer savings while maintaining the highest quality and accuracy standards.

As a result, the Census Bureau is seeking a contractor to have responsibility for the integrated communications program to support the 2020 Census as well as any census tests leading up to the decennial census as time permits after award of the contract. The contract will include the full spectrum of communications activities as described under Section C.4, Scope of Work and Section C.5, Specific Requirements.

## **C.2 BACKGROUND**

### **C.2.1 Constitutional Mandate**

The decennial census is basic to our democracy. The demand for an accurate national census can be traced back to the creation of our country. The U.S. Constitution, adopted in 1787, provides for a national census in Article I, Section 2:

“Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers . . . the actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by law direct.”

Initially, the census was created in order to help answer just two questions: 1) How many members of the House of Representatives should each state elect?; and 2) How much should each state contribute to paying off the debts from the Revolutionary War?

Today, the census not only provides an accurate count of how many of residents there are and where they are in the country, but also helps to fuel the American economy. From high-tech manufacturing to agriculture; to the construction trades to government efficiency, census-driven data are essential to making good decisions about designing intelligent public policy and competing in a global economy. People from all walks of life use census data to rescue disaster victims, advocate for causes, prevent diseases, research markets, locate pools of skilled workers, and much more.

### **C.2.2 Experience from Earlier Censuses and Census 2000**

As the size, diversity, and complexity of the population increased, so did the challenges to conducting an accurate and complete census. In 1970, 78 percent of the housing units responded without the need for in-person follow-up (note that housing units included both occupied and vacant addresses.) That number dropped to 75 percent in 1980 and to 65 percent in 1990. Experts estimated that the mail response rate for Census 2000 would be 61 percent, or about 73 million responses out of an estimated 120 million housing units. Such a response rate would have required the Census Bureau to send an enumerator to approximately 47 million addresses during the non-response follow-up (NRFU) phase, historically the most labor and cost intensive component of decennial census operations.

During previous censuses up until Census 2000, the Census Bureau relied on public service

announcement (PSAs) to promote participation. However, PSAs did not reach a broad enough audience to prove effective in raising the level of public awareness about the census. As a result, the Census Bureau undertook an ambitious marketing strategy in 2000 that included the first time use of paid advertising and a comprehensive partnership program. Combined with media relations, promotions, and special events, the efforts were designed to educate people about the census, motivate them to return their questionnaires, and encourage cooperation with enumerators. The Census Bureau's strategy paid off. Census 2000 mail response rates increased to 67 percent – two percentage points over the 1990 level, and six points over the projected rate of 61 percent.

### **C.2.3 Experience from the 2010 Census**

The 2010 Census Integrated Communications Campaign (ICC) was developed in an effort to build on the success of the Census 2000 Partnership and Marketing Program. The Census 2000 program showed that utilizing a paid advertising campaign supplemented by a strong partnership program helped achieve a reversal of a three-decade long decline in mail response rates of the decennial census.

The 2010 Census ICC was the most extensive and comprehensive marketing and outreach effort in the history of the Federal Government. The ICC was highly successful and had a number of major accomplishments that ultimately led to its success. The ICC was multi-targeted, multi-media, and multi-lingual using traditional media like television, radio, print, and out-of-home, as well as new media such as blogs, social media, and other online efforts, and non-traditional media like lunch trucks, ethnic stores, and restaurants.

The campaign was designed to effectively integrate all census operations and was comprised of not only paid advertising but national and local partnerships, public relations/earned media, a Census in Schools program, and a national Road Tour. The goals of the campaign were:

- To improve the mail participation rate.
- To improve accuracy and reduce the differential undercount of hard-to-count populations.
- To improve public cooperation with enumerators who would follow-up on non-responding households.

To achieve these goals, the ICC employed added emphasis in targeting historically hard-to-count audiences to help ensure a more accurate count. Because of the uneven levels of understanding about the census in the population, the ICC had three separate yet integrated communications phases – Awareness, Motivation, and Non-Response Follow-Up – each with a different call to action.

The 2010 Census ICC was ultimately not just about reaching people, but reaching people in a place and way that resonated with them. To achieve this, the Census Bureau created a multi-varied and multi-faceted campaign. The integrated campaign enabled the Census Bureau to reach people simultaneously through different avenues. Ideally, some heard about the census from their preacher, then saw an advertisement on television, then saw a banner ad on their favorite website, and then had their child bring something home from school about the census.

This “multiplier effect” was a key part of the integration that the campaign was designed to achieve.

The 2010 Census ICC and associated partnership outreach program was considered a success. Although many thought the mail response rate would decline, by the time the 2010 Census was completed, 74 percent of the nation’s households participated by mailing back the questionnaire matching the final mail participation rate achieved in Census 2000. The Census Bureau knows there was a strong return rate in population areas that have historically underperformed such as border areas, inner-city urban neighborhoods, and rural communities. And, in one of the most difficult economic climates since the Great Depression, the Census Bureau was able to return \$1.9 billion in savings to the U.S. Treasury due in large part to the high rate of mail participation as well as more efficient door-to-door enumeration than anticipated. The ICC has been recognized nationwide as having one of the most comprehensive and effective communications campaigns. The Census Bureau has been honored with over 50 awards from the marketing and communications industry. For example, the Census Bureau was honored with coveted Bronze Effie for “Mobilizing the Entire Nation for the United States 2010 Census.”

#### **C.2.4 Operational Planning for the 2020 Census**

Between 2010 and 2020, the U.S. population is projected to grow by 7.7 percent from 308,745,538 to 334,503,000. During this same period, the foreign-born population is projected to increase by nearly 20 percent to 47,900,000 in 2020 based on U.S. Census Bureau’s 2014 National Projections. The growth of the population, the increased diversity of the population, and the continued distrust of the government pose significant challenges to the Census Bureau in conducting the next decennial census. From April 1, 2020 to December 31, 2020, there is less than nine (9) months to count every person, tabulate data, and produce the results with only one chance to succeed.

To address these challenges, the Census Bureau is re-engineering the next census through interactive testing of all components needed to conduct the census. From 2012 to 2014, the Census Bureau identified major cost drivers of the 2010 Census, and developed new, innovative methodologies to reengineer the operations. In 2015, the Census Bureau conducted small-scale individual tests and developed a prototype of the IT systems and procedures. During 2016, the agency is planning to refine individual tests and build the IT systems and procedures. On April 1, 2017, the Census Bureau delivers 2020 Census topics to Congress. Also in 2017, the Census Bureau will conduct integrated tests and a field test to refine IT systems and procedures. On April 1, 2018, the agency delivers question wording to Congress and in that year will conduct a large-scale, end-to-end test of census operations and systems. By the end of 2018, the Census Bureau must complete all tests and “lock in” the plans for the 2020 Census. In 2019, the census begins with early operations and Census Day takes place on April 1, 2020. Lastly, the Census Bureau must deliver apportionment counts to the President by December 31, 2020.

The Census Bureau is developing a number of cost savings innovations which will be part of the testing cycle. These are:

- Better Address Validation – Validating the address list using the U.S. Postal Service,

aerial imagery, and other sources, rather than walking every street in the nation.

- Better Use of Existing Information – Using existing government and commercial records to reduce respondent burden.
- Better Response Options – Making responding to the census more convenient by offering secure online, telephone, and mail options.
- Better Field Operations – Using technology to better manage and track field cases; using GPS-enabled technology to efficiently route and manage field staff; and using smart phones and tablets for follow-up rather than pen and paper.

Attachment J.5 provides the 2020 Census Operational Plan, issued October 6, 2015. The 2020 Census Operational Plan outlines key operations, the decisions made based on research and testing to date, and a timeline for remaining decisions. The innovations planned for the 2020 Census will make it easier for people to respond and save taxpayers more than \$5 billion over what it would cost using older methods.

The Census Bureau released this plan five years prior to the 2020 Census — three years earlier than released for the last census. Through the smart use of technology and existing data sources, the 2020 Census can provide substantial taxpayer savings while maintaining a commitment to quality, accuracy, and confidentiality.

### **C.3 MISSION, VISION, AND GOALS FOR THE 2020 CENSUS**

#### **C.3.1 Mission and Vision for the 2020 Census**

The decennial census is the foundation of the federal statistical system. The mission statement for the 2020 Census describes the purpose of the 2020 Census program, and for whom it achieves that purpose. Based on the constitutional mandate, the mission statement is an updated version of the mission statement for the 2010 Census and is as follows:

Mission: The 2020 Census will conduct a census of population and housing and disseminate data to the President, the States, and the American people.

The vision for the 2020 Census is the single, ideal end state toward which the Census Bureau's people, processes, and enabling technologies are directed. It is essential that the count be accurate, and that each person be counted at the correct location to ensure that funding and representation are distributed and apportioned correctly. The vision for the 2020 Census is as follows:

Vision: An efficient and quality census that counts people once, only once, and in the right place.

### **C.3.2 Goals for the 2020 Census**

The Census Bureau intends to meet its 2020 Census mission and vision by achieving four (4) goals. These goals reflect the Census Bureau's recognition of the value that stakeholders derive from results and the need to evolve data collection and management methods as demographics and technology change. The four (4) goals for the 2020 Census are as follows:

- Goal 1: A Complete and Accurate Census
- Goal 2: Embraced and Valued Results
- Goal 3: An Efficient 2020 Census
- Goal 4: A Well-Managed 2020 Census Program

Goal 1 is a complete and accurate census. A complete and accurate census is essential because decennial census results are used to apportion seats in the U.S. House of Representatives, draw legislative districts, and distribute hundred of billions of federal funding each year. The significance of those decisions makes it essential that results are accurate and complete.

The 2020 Census will be conducted in an environment rich in demographic and cultural diversity characterized by informal, complex living arrangements and a highly mobile population. Further, increasing public distrust in government leads to reluctance to provide personal information. To ensure a complete and accurate census in the face of these changes, the Census Bureau will explore innovative methods of enumeration particularly with respect to housing units that do not submit a questionnaire. The Census Bureau will also promote a participative 2020 Census environment that makes it easy and non-threatening to be counted.

The results of achieving this goal will be a 2020 Census that maintains quality by minimizing errors in associating individuals with their correct Census Day locations and the reduction of erroneous enumerations and omissions (i.e., a census that has a low rate of duplicates, location errors, and/or missed populations.)

Goal 2 is embraced and valued results. The success of achieving Goal 2 is dependent upon producing results that are valued by users. To produce valued and trusted results, planning and implementation activities must be performed with integrity and objectivity and must be of outstanding professional quality. For the 2020 Census, the Census Bureau will use improved, impartial, and validated statistical methods that have been fully researched and tested.

Oversight support of the 2020 Census planning efforts and the 2020 Census design can affect the Census Bureau's ability to fund and implement the census. Furthermore, oversight and other stakeholders' understanding, buy-in, and commitment are crucial to obtaining acceptance and trust in the collection process and quality of the data.

Stakeholder groups strongly influence the public's perception of the census. Their opinions can affect the public's willingness to respond and thus the accuracy of the data. Thus, the Census Bureau needs to win the trust and support of its stakeholders. The Census Bureau values their insights, will solicit their input throughout the planning process, and will incorporate their recommendations, as appropriate. The result of achieving this goal will be a 2020 Census that

produces results, which are embraced and valued across stakeholder and oversight groups and the general public.

Goal 3 is an efficient 2020 Census. One measure of an efficient 2020 Census would be an average cost per housing unit (adjusted for inflation) being less than or equal to that cost for the 2010 Census. The 2010 Census was the most expensive decennial census in history. As demographics become even more complex and the population continues to grow, the cost of the decennial census will substantially rise unless changes are made. Some 2010 Census methods (e.g., paper-based Non-Response Follow-Up) cannot be cost efficiently scaled to meet the demands of the 2020 Census environment.

To control taxpayer cost while maintaining quality, the Census Bureau must identify new or improved methods, such as exploring electronic response modes, and must leverage technology, data reuse, and methodological innovation. The result of achieving Goal 3 will be a 2020 Census that controls average cost per housing unit, adjusted for inflation, as compared to the cost of repeating the 2010 Census design in 2020.

Goal 4 is a well-managed 2020 Census program. Given the sheer size and complexity of a decennial effort, it is critical to build on past successes to continually improve program management and reduce operational risk. During the 2010 Census planning process, many schedule and budget challenges occurred that were directly associated with the misalignment among program budget, schedule, and requirements. The planning process also did not address certain program management processes that are key elements for controlling and executing program and project activities.

In order to achieve a well-managed program, the 2020 Census will employ every effort to align cost, schedule, and requirements, improve program management practices, and ensure a skilled and committed workforce. The results of achieving Goal 4 will be a 2020 Census that implements a full life-cycle approach to managing the budget, schedule, and program scope, establishes a clear line of program command and responsibility, and cultivates the right workforce to meet the 2020 Census program goals.

### **C.3.3 Goals for 2020 Census Integrated Partnership and Communications Program**

The specific goals and objectives for the 2020 Census Integrated Partnership and Communications (IPC) Program including the contract have not been determined. The goals and objectives will be developed and prioritized as part of strategic planning, program development, and the completion of the Plan for the 2020 Census Integrated Partnership and Communications (IPC) Program as outlined in Section C.5.2 below. These goals and objectives must support and compliment the mission, vision, and goals for the 2020 Census.

## **C.4 SCOPE OF WORK**

### **C.4.1 Overview/General Scope of the Contract**

The Census Bureau is seeking a contractor to plan, design, produce, implement, integrate, and

assess an integrated communications program for the 2020 Census along with communications support for the census tests leading up to the decennial census as time permits after award of the contract. The Contractor shall use an appropriate mix of communications tools with an emphasis on using new technology to increase awareness, promote self-response, and improve cooperation with enumerators during the Non-Response Follow-Up operation. Under this contract, the Contractor shall provide services in multiple communications-related areas and channels to support the 2020 Census.

The services under the contract may include, but are not limited to:

- Research and Data Analytics
- Strategic Planning, Program Development, and Integration
- Communications Support for Decennial Census Operations and Other Programs
- Field Recruitment Advertising and Communications
- Traditional Advertising and Media Buying
- Digital Advertising and Other Communications Technologies
- Social Media
- Public Relations
- Communications Planning and Materials for the Partnership Program
- Statistics in Schools Program
- Website Development and Digital Engagement
- Rapid Response Activities
- Project and Financial Management
- Stakeholders Relations
- Communications Support for the 2020 Census Data Dissemination

These components and others will be defined further in subsequent orders with detailed requirements. Any modifications to the orders must be in accordance with the general scope of work and the terms and conditions of the contract. All plans, materials, products, and assets are subject to Census Bureau approval. The Contractor shall provide all requested information to the Census Bureau in a mutually agreed upon format and data transmission method as outlined in the individual orders.

#### **C.4.2 Target Audience Capability**

The 2020 Census will enumerate the resident population of the United States and its territories as of April 1, 2020, which is referred to as Census Day. Everyone living in the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands will be enumerated at their usual place of residence.

The Contractor shall have, or shall subcontract with firms that have, expertise and experience in communicating with and marketing to historically undercounted populations. These populations include such groups as African Americans/Blacks, Asians, Hispanics, American Indians and Alaska Natives, and Native Hawaiians and Other Pacific Islanders. However, racial and ethnic

group is not the sole indicator of hard-to-count and non-respondent populations. They also tend to be characterized by renters, high unemployment, low education, low income, difficulty reading or writing in English, the young and mobile, the older population, and household crowding, among other factors.

In addition to the populations listed above, the Contractor shall have, or shall subcontract with firms that have, expertise and experience in reaching and communicating to the populations of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

#### **C.4.3 In-Language Capability**

The Contractor shall have, or shall subcontract with firms that have, expertise and experience in creating materials in-language for appropriate communications and advertising materials. During the 2010 Census, the Census Bureau developed the campaign in 28 languages. The number of languages will be determined after award, shared with the Contractor, and further defined at the order level by the Government. In addition, the Contractor shall be prepared to work with the Census Bureau on the review of all non-English materials. This includes a second, independent review of all non-English materials produced by the Contractor or subcontractors through third party verification or this may be completed at the Census Bureau. This will be determined after award of the contract.

#### **C.4.4 Government Approval of Communications Strategies, Materials, and Talent**

The Contractor shall receive approval from the Census Bureau for all communications strategies, plans, materials, and talent under the contract. The Contractor shall provide copies for approval prior to producing the final communications plans and products. The Census Bureau may disapprove any product. In addition, the Census Bureau may disapprove any talent whose appearance is deemed to not be in the best interest of the Government, notwithstanding the individual's professional qualifications. Disapproval for cause could result from items including, but not limited to, events in the individual's public or private life which could cast doubt about his/her veracity or credibility as a Census Bureau spokesperson or which would otherwise create a negative impression of the Census Bureau. Likewise, the Census Bureau will disapprove any strategy, tactic, or communications material that could in anyway erode public confidence in the Census Bureau's commitment to safeguarding the personal information we collect.

#### **C.4.5 Ownership of Contract Deliverables and Usage into Perpetuity**

All deliverables under the contract including plans, materials, products, and assets shall be the property of the Government. The Government shall assume ownership of and unlimited rights to all contract deliverables. The specific usage of contract deliverables will be further defined at the order level including those contract deliverables that require usage into perpetuity.

#### **C.4.6 Confidentiality and Privacy**

Title 13 of the United States Code (U.S.C.) is the legal basis for the decennial census.

Responding to the census is mandatory and all answers are confidential and protected from disclosure under Title 13.

The Contractor shall meet and conform to the Office of Management and Budget (OMB), Department of Commerce (DOC), and Census Bureau directives regarding Title 13 and confidentiality requirements in all communications activities under the contract.

The Contractor shall also meet and conform to OMB, DOC, and Census Bureau directives regarding privacy policies and the use of personally identifiable information (PII) in all communications activities under the contract.

The Contractor and its staff, as needed, shall be willing to go through the necessary security clearance and be Title 13 sworn in order to work on 2020 Census communication activities and be badged as contractors.

See link provided in Section G.4 for 13 United States Code (USC) 141: Population and Other Census Information.

#### **C.4.7 Printing**

The Contractor shall work directly with the U.S. Government Printing Office (GPO) and/or GPO approved vendors for all printing requirements under the contract. It is mandated that all printing must be purchased through GPO over the entire lifecycle of the contract. Title 44, United States Code (U.S.C.) provides government printing and binding regulations. It requires that all printing and binding be procured through the U.S. Government Printing Office (GPO) and/or its approved vendors.

#### **C.4.8 Location of Services**

The Contractor shall manage the 2020 Census Integrated Communications Contract with the Census Bureau's headquarters located in Suitland, MD and census satellite locations. The program will be coordinated with and implemented in the Census Bureau's six (6) regional offices in New York, NY; Philadelphia, PA; Chicago, IL; Atlanta, GA; Denver, CO; and Los Angeles, CA. The census in Puerto Rico is managed out of the New York Regional Office. Census Bureau headquarters manages the censuses in cooperation with the governments of the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. Location information will be further defined at the order level.

The Contractor shall provide offsite services as well as onsite support at Census Bureau headquarters and possibly other Census Bureau locations. The number and types of staff along with timing will be negotiated with the Contractor after award.

### **C.5 SPECIFIC REQUIREMENTS**

Sections C.5.1 through C.5.15 provide tasks and requirements that may be part of the 2020 Census Integrated Communications Contract. The specific requirements will be further defined

at the order level as part of the Requirements contract structure. Without an integrated partnership and communications strategy and plan, it is not possible to definitively list specific requirements at this time. The sections below are provided to demonstrate potential tasks and associated requirements that may be part of the contract, but this list is not inclusive of all possible work under the contract.

### **C.5.1 Research and Data Analytics**

The Contractor shall provide research and data analytics to support the 2020 Census Integrated Communications Contract. The Contractor shall review and validate existing research, conduct additional research, and analyze data to support the overall program. The Contractor shall base the strategies and tactics of the communications program on a solid research foundation. In sum, the Contractor shall research all elements of the program across all audiences to ensure that the communications resonate with the targeted audiences based on the final communications plan that is developed after award. The creative strategies and promotional materials shall be based on validated communications strategies, ensuring that the overall intended messages are clear, compelling, persuasive, and most importantly, culturally relevant and sensitive. The Contractor and all subcontractors conducting research shall comply with the Office of Management and Budget (OMB) regulations regarding surveys and research. See link provided in Section G.4 for information on the Paperwork Reduction Act and Information Collections Policy. Examples of research work may include, but is not limited to:

- Overall research plan/roadmap
- Audience segmentation research
- Predictive household or person level model
- Copy testing
- Digital usability testing
- A/B testing
- Historical trend analysis of attitudes
- Research on emerging communications technologies and channels

The Contractor shall collect and analyze a wide variety of state of the art metrics and data analytics to monitor and track the program over its lifecycle. The Contractor shall conduct on-going situational analysis to stay abreast of any changes such as political and environmental influences that could negatively impact participation rates. The Contractor shall monitor and track participation rates throughout the country. The Contractor shall collect real-time data that enables the Census Bureau to make on-the-fly changes in message content and media approach to gain the desired communications among key target audience segments and geographic areas. The Contractor shall ensure that through data analytics, the Census Bureau has a nimble and fluid program that can rapidly and decisively respond to marketplace developments with the potential to affect and improve participation. Examples of data analytics work may include, but is not limited to:

- Real-time tracking and monitoring study
- Real-time reporting of response rates

- Communications control center

The Contractor shall integrate and collaborate with the in-house research staff and the independent evaluation contractor (see Section C.6, Measuring Performance for more information) to successfully accomplish this work.

### **C.5.2 Strategic Planning, Program Development, and Integration**

The Contractor shall work collaboratively with the Census Bureau to develop and write a comprehensive national communications plan for the 2020 Census Integrated Partnership and Communications (IPC) Program. This entails creating an integrated communications strategy, goals, and objectives to achieve the mission, vision, and goals of the 2020 Census. The plan shall be fully integrated with the Census Bureau’s decennial census operations, partnership outreach, and internal public affairs activities. The Contractor shall research, draft, refine, edit, and finalize sections of the plan at the direction of the Census Bureau. The Contractor shall participate in presentations of the plan as needed. Once the plan is finalized, it will serve as the primary basis for issuing orders under the contract.

The Contractor shall design and develop the brand identity and “look and feel” of the 2020 Census Integrated Partnership and Communications Program. The Contractor shall ensure that the brand identity maintains the integrity and consistent use of the 2020 Census logos. In addition, the Contractor shall develop brand identity guidelines for the program as well as co-branding standards and guidelines for partners and stakeholders. See Attachment J.6 for the U.S. Census Bureau Style Guide, issued February 2012.

The Contractor shall plan, design, develop, and integrate all of the components of work outlined in the plan. This includes the completion of individual program plans that provide the roadmap for the execution of work under the contract. To the extent possible, all communications products and deliverables under the contract (see Section C.4.5) shall be customizable, downloadable, embeddable, and shareable.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts at the Census Bureau to successfully accomplish this work.

### **C.5.3 Communications Support for Decennial Census Operations and Other Programs**

The Contractor shall provide communications support for decennial census operations and other programs at the Census Bureau. The Contractor shall work collaboratively with the Census Bureau on the mailing strategy for the 2020 Census to provide expert communications consultation. To the extent possible, the mailing pieces shall be integrated with the brand identity and “look and feel” of the communications program.

The Contractors shall provide messaging on decennial census operations including, but not limited to the online response option, multiple ways to respond to the 2020 Census, administrative records, and any other messaging required to educate the public about understanding and responding to the 2020 Census as well as about 2020 Census operations. The

Contractor shall ensure all aspects of communications, channels, and platforms integrate seamlessly with the online response system.

The Contractor shall work collaboratively with Census Questionnaire Assistance (CQA) to provide communications support. The Contractor shall develop messaging to educate the public about the CQA operations. The Contractor shall develop talking points for CQA agents on the 2020 Census and to address emerging issues that may arise.

The Contractor shall work collaboratively with the American Community Survey Office (ACSO) to provide communications support on an on-going basis. The Contractor shall develop messaging and materials for the public that distinguish between the ACS and the 2020 Census to alleviate confusion and provide clear direction to respondents in the ACS sample during the course of the census.

The Contractor shall provide communications services and support for other program areas of the Census Bureau as needed. This includes, but is not limited to, integrating decennial census brand identity and messaging with other program areas' needs as appropriate to the benefit of the respective areas.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts at the Census Bureau to successfully accomplish this work.

#### **C.5.4 Field Recruitment Advertising and Communications**

The Contractor shall conduct recruitment advertising and communications to attract qualified job candidates for the 2020 Census and census tests if needed. The Contractor shall develop the overall recruitment advertising strategy that is integrated with and aligned with the brand identity and "look and feel" of the overall integrated communications program. The Contractor shall complete creative development for advertisements, toolkits, and other materials. The Contractor shall develop and produce promotional materials for field recruitment. The Contractor shall design and develop the recruitment jobs website that is integrated with the 2020 Census website, the online job application, and the online assessment tool. The Contractor shall make national media buys for recruitment advertising. Local media buys for recruitment advertising will be placed outside of this contract.

The Contractor shall integrate and collaborate with appropriate program areas and subject matter experts, specifically Field Division and the regional offices, at the Census Bureau to successfully accomplish this work.

#### **C.5.5 Traditional Advertising and Media Buying**

Traditional advertising must be a component of any successful communications program. It is still considered very important as part of the communications mix despite the increase in digital media. The Contractor shall develop a traditional advertising and media plan that integrates with the other communications components of the program. The Contractor shall create and produce traditional advertisements to include broadcast and cable television, radio, print, and out-of-

home. The Contractor shall test all traditional advertising creative with target audiences. The Contractor shall make all national and local media buys. The Contractor shall complete a post-buy analysis of the media buys. The Contractor shall continually research emerging trends and tactics, particularly relating to cable and addressable and interactive television, to ensure the Census Bureau takes full advantage of them during the 2020 Census.

The Contractor shall develop other video and audio products for the program that may not run in paid media but are necessary for the full integration and success of the program. Examples may include, but are not limited to:

- Testimonials
- Public service announcements (PSAs)
- Video vignettes
- Videos for the website and other digital platforms
- Video b-roll
- Short-looping videos for media outlets

The Contractor shall obtain the best commercial rates available and pursue negotiated added value in media points, sponsorships, and/or promotions to increase the overall value of the media buys. The Contractor shall return any applicable discounts granted by the media to the Census Bureau.

The Contractor shall develop, maintain, and administer an advertisement tracking system that permits continuous tracking against the key target populations that would allow for rapid course corrections in the level of media weight or shifts in messages through time.

The Contractor shall obtain and maintain on file all cost-related records, including affidavits, tear-sheets, or other advertising industry standard proof-of-performance documents for review by the Census Bureau and for purposes of audits as required by the contract and other federal statutes. These records shall be maintained for five (5) years or through contract close-out, whichever comes last.

The Contractor shall preserve all electronic files and hard copies for all deliverables produced under the contract. The Contractor shall provide an archival copy of all final products. No items shall be destroyed, discarded, or electronically deleted without the prior approval of the Contracting Officer's Representative (COR). The Contractor shall maintain an inventory of all deliverables and provide to the COR on agreed-upon dates throughout the lifecycle of the contract.

All deliverables under the contract including plans, materials, products, and assets shall be the property of the Government. The Government shall assume ownership of and unlimited rights to all contract deliverables. The specific usage of contract deliverables will be further defined at the order level including those contract deliverables that require usage into perpetuity. (See Section C.4.5)

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts at the Census Bureau to successfully accomplish this work.

### **C.5.6 Digital Advertising and Other Communications Technologies**

Digital advertising is a key communications component that has seen exponential growth since the 2010 Census. It is expected that digital media consumption will continue to increase over the next several years. Digital advertising will be particularly important for maximizing online response. The Contractor shall develop a digital advertising strategy for the communications program that is integrated with the other components of the program. This strategy shall identify the ways to target broadly and to micro-target on a more granular level based on demographics, geography, behavior, interests, and others.

Since digital advertising has shown a vast improvement in sophistication and effectiveness since 2010, the Contractor shall continually research emerging trends and tactics in this area to take full advantage of them during the 2020 Census. The Contractor shall develop creative for digital advertisements and test the digital creative with target audiences. The Contractor shall make the media buys for digital advertising and provide real-time tracking and optimization of the digital advertisement strategy over the course of the program. The Contractor shall work with the Census Bureau to research privacy and intrusiveness concerns so digital advertising can be used effectively without impacting the privacy concerns of respondents.

The Contractor shall research new and emerging communication technologies other than digital advertising to determine the potential use as an effective part of the 2020 Census Integrated Communications Contract. Examples include, but are not limited to:

- Text messaging
- E-mail marketing
- Bluetooth low energy in mobile
- Online collaboration platforms
- Augmented reality capability
- Wearable technology
- Development and use of data management platform
- Development and use of demand-side platform

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts at the Census Bureau to successfully accomplish this work.

### **C.5.7 Social Media**

Social media is another communications component that has seen exponential growth since the 2010 Census. It is also a channel that will be very important in maximizing online response and reaching certain target audiences. The Contractor shall develop a social media strategy for the communications program that is integrated with the other components of the program. Given the continued growth of social media, the Contractor shall continually research emerging trends and

tactics in this area, particularly identifying new social media platforms of importance to the Census Bureau. The Contractor shall work with the government to develop and implement a social media strategy through the diligent posting, monitoring, and tracking of social media along with the creation of a social hub. The Contractor shall provide a governance structure on the usage of social media during the census. The Contractor shall develop a crisis communications plan for dealing with social media issues. The Contractor shall provide support on a 24/7 basis for weekdays, weekends, and holidays as needed. 24/7 support for social media is not limited to crisis situations and will be further defined at the order level.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the social media team in the Communications Directorate, at the Census Bureau to successfully accomplish this work.

### **C.5.8 Public Relations**

The Contractor shall develop integrated public relations/earned media strategy for the 2020 Census Integrated Communications Contract. The Contractor shall provide all necessary communications support in order to effectively and efficiently implement the strategy over the course of the census. The Contractor shall develop a crisis communications plan. The Contractor shall develop and provide media and crisis communications training to the Census Bureau. A crisis communications plan is imperative given the crises that could occur (e.g., negative information, disaster, cyber attack) to name a few. The Contractor shall plan and execute national events to support census milestones and operations as well as providing support to the regional offices with local events. The Contractor shall design and implement some type of a response rate challenge program to spark competition between states and local areas of the country. The Contractor shall share implementation of this work with the Census Bureau's public affairs team.

Examples of other work may include, but are not limited to:

- Key message development
- Proactive pitching
- Story mining
- Editorial board meetings
- Desk side briefings
- Satellite and audio media tours
- Event toolkits for local events
- Strategy development for local events
- Media tracking
- Media toolkits and materials
- Newsroom portal

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the Public Information Office, at the Census Bureau to successfully accomplish this work.

### **C.5.9 Communications Planning and Materials for the Partnership Program**

The Census Bureau strives to build partnerships at every stage of the process with both national and local organizations and businesses during the census. In 2010, the Integrated Communications Campaign involved nearly 4,000 partnership staff who effectively engaged more than 257,000 organizations throughout the nation to deliver census messages to their target audiences. At the regional level, the program works primarily with populations in hard-to-count areas of the country to keep them informed, involved, and engaged in all phases of the census. By using trusted voices in these hard-to-count areas, the Census Bureau is better able to encourage and motivate individuals to respond to the census. The program recognizes the value of community input and that broad-based participation must be built at the local and community level.

To support the partnership program in 2020, the Contractor shall develop an overall communications program that utilizes partners as part of the strategy. The Contractor shall develop tactics and design and produce materials, including customizable materials, for partners' use. Examples include, but are not limited to:

- Promotional materials
- Promotional items
- Toolkits
- Partner portal(s)
- Partnership training
- Thank You Program

The Contractor shall ensure that all promotional items and/or trinkets are 100% Made in America. The Contractor shall develop and implement an online fulfillment system for partnership staff and partners. The Contractor shall plan and implement a Thank You campaign for partners and the public. The Contractor shall work closely with the Census Bureau's six (6) regional offices to implement the partnership program. The majority of the actual implementation of the partnership program will be the responsibility of the regional offices. However, specific portions of the implementation may be assigned to the Contractor based on discussions after award.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically Field Division and the six (6) regional offices, at the Census Bureau to successfully accomplish this work.

### **C.5.10 Statistics in Schools Program**

During the 2010 Census, the Census in Schools Program's lessons, maps, and take-home materials reached school-aged children and their parents from kindergarten through high school and also reached almost three million teachers. The Statistics in Schools Program is the successor to the Census in Schools Program designed to provide educators with resources to

teach students about the importance of statistics and the census during the intercensal years.

The Statistics in Schools Program is currently in development. However, the program will need to significantly ramp up for the decennial census. This program is especially important as a promotional tool for the partnership program. The Contractor shall provide necessary communications strategy and support to ramp up the program. The Contractor shall develop activities, lesson plans, take-home materials, maps, and toolkits for educational personnel as needed to fully utilize the Statistics in Schools Program as a promotional component. The Statistics in Schools Program may include not only K-12 grades but also home schools, day care programs, after school programs, and others for the 2020 Census.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the Customer Liaison and Marketing Services Office and Field Division, at the Census Bureau to successfully accomplish this work.

#### **C.5.11 Website Development and Digital Engagement**

The Census Bureau currently has a contractor on board working on the census.gov website and is responsible for all website development, website applications, mobile applications, and content development and migration. As the 2020 Census approaches, the responsibility for the website and other digital work will require collaboration between the existing contractor and the integrated communications contractor given the increased level of effort required. The specific orders will be determined after discussion with all parties after award. As a result, the Contractor shall collaborate and integrate with the existing contractor on the website activities.

Examples of work may include, but are not limited to:

- Development of content for the 2020 Census website including blogs
- Design of the 2020 Census website
- Development of web applications for the 2020 Census website
- Transcreation of the 2020 Census website into multiple languages
- Development of mobile applications for the 2020 Census
- Implementation of paid search and search engine optimization
- Implementation of full 508 compliance for all digital properties (see Section H.42)

The Contractor shall use agile management in the development and management of the website as required. The Contractor shall adhere to all IT policies and guidelines of the Census Bureau. All digital solutions shall align with the Census Bureau IT environment. The government will provide the applicable IT policies and guidelines to the Contractor after award. The Contractor shall also provide responsive design for all digital communications products so that they will optimize properly and quickly on all devices and platforms. The Contractor shall provide support on a 24/7 basis for weekdays, weekends, and holidays as needed. All 2020-related websites shall be integrated with the online response system, providing a seamless experience to respondents.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the Center for New Media and Promotion and the IT Directorate, at the Census Bureau to successfully accomplish this work.

#### **C.5.12 Rapid Response Activities**

The Contractor shall establish a well-designed rapid response strategy that is linked to pre-identified metrics that will be defined after award. The Contractor shall execute the strategy in real-time to address low response areas and other issues that arise during the critical response phase and non-response follow-up operation.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts at the Census Bureau to successfully accomplish this work.

#### **C.5.13 Project and Financial Management**

The prime Contractor for the 2020 Census Integrated Communications Contract is solely responsible for integrating and managing all components of the contract, and to subcontract out services, as appropriate and as needed. The Contractor shall have full technical, program management, project management, contract management, financial management, integration, and fiduciary responsibility for the entire contract.

The Contractor shall provide expert project and financial management for the contract and shall provide the full suite of project management processes and techniques to support the successful management of the contract. At a minimum, the Contractor shall provide the following:

- Integration among core team of companies, other subcontractors, and the Census Bureau
- Development of a program management plan (PMP) with staffing approach and daily adherence to the plan
- Technical direction and management of all components of the program as well as all core team members and subcontractors
- Individual project tracking and integration across projects
- Development of a centralized SharePoint site to hold all project management tools to include schedules, risk register, plans, meeting notes, etc.
- Development of a schedule management plan
- Development and updating of a work breakdown schedule (WBS) based on a standard WBS structure
- Development of a quality assurance surveillance plan (QASP)
- Professional editing of all draft and final deliverables under the contract
- Development of a risk management plan
- Development of a scope management plan
- Development of a requirements management plan
- Development of a communications management plan
- Development of a change control plan/processes
- Development of a cost and budget management plan

- Development, monitoring, and updating of a detailed budget for the contract to include costs by audience, by project, by media, by funding source, among others
- Establishment of an invoicing staff to manage, track, and submit invoices in a timely manner
- Management of small business subcontracting
- Participation in daily status calls
- Participation in weekly status calls with delivery of minutes from each call
- Completion of weekly status reports
- Completion of monthly status reports
- Presentations at Program Management Reviews (PMRs), other presentations as needed, and attendance at ad hoc meetings

The Contractor shall complete assessments and lessons learned at the end of the base year, end of each option year, and at the end of the contract for the various components of the work. The Contractor shall archive program materials and components including a Book of Ads and other materials to document the work completed on various components of the program. The Contractor shall complete mandated contract close-out activities.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the Program Management Office (PMO) in the Communications Directorate, at the Census Bureau to successfully accomplish this work.

#### **C.5.14 Stakeholders Relations**

Because the integrated communications program is highly visible, effectively being the face and voice of the census, the Census Bureau has an extensive network of stakeholders who have an interest in ensuring a complete and accurate census, all of whom play a role in ensuring a successful census. As a result, the Census Bureau works continually with the following entities to take the lead in providing an open and transparent program often reviewing aspects of the program activities and associated budgets with these groups.

- Congress – They establish the Census Bureau’s budget. Of particular relevance to Congress is the census’ final enumeration, on which apportionment and redistricting is based.
- State, local, and tribal governments – They play an important role in promoting census participation and assisting with outreach and operations.
- Census Advisory Committees – The two Census Advisory Committees are the National Advisory Committee on Racial, Ethnic and Other Populations (NAC) and the Census Scientific Advisory Committee (CSAC). For more than 50 years, Census Advisory Committees have been an active and effective resource for the Census Bureau. They provide valuable feedback for the Census Bureau to improve its programs and data products.

- Nationwide network of census data centers – They serve as local data resources. These include approximately 1,800 State Data Centers (SDCs) and Business and Industry Data Centers (BIDCs) and 52 Census Information Centers (CICs).
- Oversight Entities – These include the Department of Commerce (DOC), Office of Inspector General (OIG), and Government Accountability Office (GAO). The Census Bureau is responsible for reporting to them on the 2020 Census Integrated Partnership and Communications Program and the contract.
- Numerous other non-governmental and private groups – Many of these have a vested interest in the census and many serve as partners.

The Census Bureau works directly with all of these groups. The Contractor shall consider these stakeholders and the role they might play in promoting the census when the Contractor works with the Census Bureau to develop the overall program strategy. The Contractor shall develop a Stakeholder Engagement Plan and develop messaging to stakeholders on key topic areas of interest throughout the program. Although the Contractor may also be asked to develop specific materials for some or all of these groups to use, the Contractor will typically not work directly with them. However, to the extent that the advisory committees and Congress, and other stakeholders groups, are interested in the status and progress of this contract, the Contractor may be asked to meet with or present information to them.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the Program Management Office (PMO), the Office of Congressional and Intergovernmental Affairs, and the Customer Liaison and Marketing Services Office in the Communications Directorate, at the Census Bureau to successfully accomplish this work.

#### **C.5.15 Communications Support for the 2020 Census Data Dissemination**

One of the lessons learned from the 2010 Census lifecycle was that the communications contractor was needed to provide communications support for the various phases of data dissemination. These include, but are not limited to:

- Release of Population and Apportionment Counts to the President by December 31, 2020
- Release of Census Redistricting Data (P.L. 94-171)
- Release of Demographic Profiles
- Releases of Summary File 1 and Summary File 2
- Releases of special data products

The 2020 Census Integrated Communications Contract must build on its success and thank the partners, stakeholders, and the public for their participation by making the connection between responding to and assisting with the census and the wealth of information collected. The Contractor shall ensure integration in the data dissemination efforts through close coordination with the Communications Directorate, the Data Dissemination Program, and subject matter

experts and analysts across the agency. The Contractor shall ensure that partners, stakeholders, and the public are able to understand the data from the census, the importance of the data, how to access it, and how to use it to their benefit. This must be done in a way that is easy to understand, quick, innovative, and aligned with the branding and identity of the 2020 Census Integrated Communications Contract.

The Contractor shall integrate and collaborate with the appropriate program areas and subject matter experts, specifically the Customer Liaison and Marketing Services Office and the Public Information Office in the Communications Directorate, at the Census Bureau to successfully accomplish this work.

## **C.6 MEASURING PERFORMANCE**

The Census Bureau seeks a complete, accurate, and efficient decennial census in 2020. The Census Bureau wants to optimize self-response and preserve and improve upon the mail participation rates achieved during the 2010 Census. An effective 2020 Census Integrated Communications Contract contributes to the achievement of these objectives, but a direct link may be impossible given the many other contributing factors on which these objectives are based as well as the operational realities of a once-a-decade, nationwide census.

The evaluation of the overall communications program will be designed and implemented through a separate contract with an independent contractor. Evaluating the effectiveness of the overall program will involve assessing the extent to which the program moves people toward the goal of responding to the census. This may consist of:

- Measuring the effectiveness of specific messages for target audiences.
- Measuring increases in awareness of the census and changes in attitudes toward the census.
- Measuring changes in intention to respond to the census and actually doing so either online, by telephone, or by paper.

These are general measures of effectiveness, and when used together, provide a good indicator of how well a program does in support of the overall objectives.

The Contractor shall be responsible for working with the independent evaluation contractor to provide necessary metrics, data analytics, and information necessary for the evaluation contractor to effectively evaluate the components of work under the 2020 Census Integrated Communications Contract.

The performance measures for the Contractor will be determined on a task-by-task basis in consultation between the Census Bureau and the Contractor. If performance measures are proposed by the Contractor, they are subject to Census Bureau approval. Progress toward the achievement of small business subcontracting goals will be one measure used in the contract.

### C.7 **SMALL BUSINESS SUBCONTRACTING**

It is the Census Bureau's goal to assist the Department of Commerce in meeting or exceeding the statutory goals for small businesses. With this said, the Census Bureau is interested in pursuing aggressive small business subcontracting under this contract. Contractors are encouraged to achieve small business subcontracting goals to the maximum extent possible. For your information, the FY 2016 Department of Commerce Operating Unit Prime small business subcontracting goals are listed below:

#### FY 2016 Department of Commerce Operating Unit Prime Small Business and socio-economic Goals

Small Business	49%
Small Disadvantaged Business	12%
8(a) Business	6%
Woman-Owned Small Business	10%
HUBZone Small Business	3%
Veteran-Owned Small Business	4%
Service-Disabled Veteran-Owned Small Business	3%

For this contract, the Contractor shall establish, maintain, and adhere to a Small Business Subcontracting Plan that commits the maximum practicable opportunity for small businesses within the contract. The plan shall be accordance with FAR Part 19, with specific attention paid to FAR 19.7 and FAR 52.219.9, alternate II. This includes, but is not limited to:

- Estimating the value and percentage goals of the services to be subcontracted to small businesses, based off of total contract value.
- Incorporating small businesses into the core team of companies.
- Stipulating the plans for mentoring emerging and small businesses during their services.

### C.8 **PARTICIPATION PLAN**

The Contractor shall establish, maintain, and adhere to a Participation Plan. The Participation Plan shall provide information on the core team of companies, including small and large businesses, and the areas of responsibility for each of the companies on the core team. The Contractor shall include a description of each company along with their socio-economic status. Special emphasis shall be provided in the Participation Plan regarding the use of small businesses.

In this regard, the Participation Plan shall:

- Identify the functions and performance areas to be subcontracted to large businesses.

- Identify the functions and performance areas to be subcontracted to small businesses.
- Provide a description of each company on the core team, their socio-economic status, and their experience in their area of responsibility.
- Describe the offeror's planned management team organizational structure for the 2020 Census Integrated Communications Contract, keeping in mind the large numbers of staff involved from the Contractor, the core team of companies, and other subcontractors, and from various Census Bureau groups. Include individuals' authority, roles, responsibilities, and internal reporting relationships.
- Include any other information on core team companies that the offeror believes will be of interest to the Government in evaluating the Participation Plan.

The government expects to see small businesses identified as part of the core team with responsibility for essential tasks (or criteria components of work) in the contract in order to provide valuable opportunities for small business concerns.

**[End of Section C]**

## **SECTION D – PACKAGING AND MARKING**

### **D.1 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to disseminating the 2020 Census Integrated Communications Contract's messages and materials to the public, as needed, shall be paid for by the Government at cost, without the addition of fees/profit or a material handling charge. The Contractor should include consideration of pre-sorting, bulk shipments, etc. to maximize postal savings as needed. The cost of submitting information to the Contracting Officer or the Contracting Officer's Representative (COR) (including forms, reports, correspondence, invoices, etc.) shall be the responsibility of the Contractor.

### **D.2 PACKING FOR DOMESTIC SHIPMENT**

a) Materials shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at the destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. All items are to be packed for domestic shipment to comply with standards and practices of the industry to ensure safe delivery without marks, scratches, dents, or other damages. All shipments shall be properly packaged to ensure against any possible damage resulting from improper handling, inclement weather, water, excessive heat or cold, and to ensure acceptance by common carrier for safe transportation to the point of delivery.

b) A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of consignor; (2) the name and address of consignee; (3) Government contract and purchase order/delivery order number; (4) Government bill of lading number covering the shipment, if any; and (5) description of the material shipped, including item number, quantity, number of containers, and package number, if any.

c) The Contractor shall notify the Government's point of contact at each delivery point at least two business days prior to the anticipated date of delivery.

### **D.3 MARKING DELIVERABLES**

All information submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall clearly indicate the contract number and order number for which the information is being submitted. The Contractor shall mark all shipments in accordance with best commercial practices. Additional packaging, packing, and marking requirements will be specified, as necessary, in individual orders issued under this contract.

The Requirements contract and order number shall be placed on, or adjacent to, all exterior mailing or shipping labels of deliverable items called for by the Requirements contract or orders (except for reports).

Mark deliverables for:

Laura A Sewell  
U.S. Census Bureau  
4600 Silver Hill Road  
Room 8H064F  
Washington, DC 20233 (regular mail)  
Suitland, MD 20746 (FedEx)

Delivery locations for deliverables specified in individual orders (such as reports, papers, and documentation) will be communicated to the Contractor as needed by the Contracting Officer's Representative (COR).

**[End of Section D]**

## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.1 CAR 1352.246-70 – PLACE OF ACCEPTANCE (APR 2010)**

The Contracting Officer, or the duly authorized representative, will accept supplies and services to be provided under this Requirements contract and orders.

The place of acceptance will be:

U.S. Census Bureau, Headquarters  
4600 Silver Hill Road  
Suitland, MD 20746

(End of clause)

### **E.2 RESPONSIBILITY FOR INSPECTION AND ACCEPTANCE**

#### **E.2.1 Deliverable Certification**

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

#### **E.2.2 Deliverable Quality Standards**

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

#### **E.2.3 Deliverable Inspection, Reviews, and Acceptance**

The Contractor shall incorporate adequate time for Census Bureau review and approval of materials into all schedules. Unless otherwise specified in the individual orders, or by mutual agreement in writing, the initial review by the program office will take two (2) weeks (ten working days) and the final approval through all necessary Census Bureau offices will take three (3) additional weeks (15 working days). In some cases, additional review time may be needed once the Contractor has incorporated the Census Bureau's changes. This will be addressed further in the individual order basis. This additional review should take no more than three (3) working days. The Contractor is encouraged to review drafts of documents with the COR or the COR's designee (the task manager), reducing the likelihood that the document will be found deficient, and therefore reducing rework for all parties.

Any deficiencies identified during the review process shall be corrected by the Contractor and incorporated into the final deliverable for resubmission to the Government within five (5) business days after notification.

Only the Contracting Officer or his/her duly authorized representative, may approve deliverables under this contract.

*After acceptance of all deliverables, their associated exclusive rights become the property of the Government.*

### **E.3 GOVERNMENT CONTRACT QUALITY ASSURANCE**

Notwithstanding the requirements in Subsection E.2 above, and as applicable under executed FAR clauses 52.246-6 – Inspection – Time-and-Material and Labor-Hour and 52.246-4 Inspection of Services-Fixed Price, quality assurance under this Requirements Contract will be performed in accordance with the Quality Assurance Surveillance Plan (QASP) that shall be developed by the Contractor and approved by the Government after award that shall pertain to any time and materials order issued under this Requirements Contract.

### **E.4 TRANSFER OF OWNERSHIP AND RISK OF LOSS**

Ownership of deliverable products shall pass to the Census Bureau upon formal approval, regardless of when or where the Census Bureau takes physical possession. Unless the contract specifically provides otherwise, risk of loss of or damage to products shall remain with the Contractor until delivered, approved, and accepted by the Census Bureau. 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 Census Bureau acting within the scope of their employment.

**[End of Section E]**

**SECTION F -- DELIVERIES AND PERFORMANCE****F.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

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

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEPT 1989
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP WORK ORDER – ALTERNATE I (Apr 1984)	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE’S PREMISES	AUG 1984
52.249-14	EXCUSABLE DELAYS	APR 1984

**F.2 CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)**

(a) The base ordering period for this Requirements Contract is from Date of Award through August 16, 2017 (assuming an August 17, 2016 award date.). If an option period is exercised, the Requirements Contract ordering 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>Option Period</b>	<b>Option Period Start Date</b>	<b>Option Period End Date</b>
Option Period 1	August 17, 2017	August 16, 2018
Option Period 2	August 17, 2018	August 16, 2019
Option Period 3	August 17, 2019	August 16, 2020
Option Period 4	August 17, 2020	August 16, 2021
Option Period 5	August 17, 2021	August 16, 2022

(c) The notice requirements for unilateral exercise of option periods are set out in Section I.4.6.

(End of clause)

### F.3 PLACE OF PERFORMANCE

In accordance with individual orders, services provided under this Requirements Contract and subsequent orders may be performed primarily offsite at the Contractor's or subcontractors' designated places of business or via access to the Census Bureau's virtual desktop infrastructure (VDI), and/or both. Use of Census Bureau's virtual desktop infrastructure (VDI) must be approved in advance by the COR or COR's designee. This will be determined at the order level.

Some work may be performed onsite at the U.S. Census Bureau's headquarters located in Suitland, Maryland. This will be determined after award of the Requirements Contract on an individual order basis.

Additionally, the Contractor may be expected to work at Census Bureau's satellite locations including, but not limited to, the six (6) regional offices (New York, NY; Philadelphia, PA; Atlanta, GA; Chicago, IL; Denver, CO; and Los Angeles, CA).

### F.4 HOURS OF OPERATIONS

The following general guidelines apply to the hours of operation for the full lifecycle of this Requirements Contract and all issued orders. Normal program support shall be required between the core business hours of 6:30 a.m. to 6:30 p.m. (EST/EDT) Monday through Friday. Personnel shall be on duty at these times to provide services. However, exceptions or changes to the above hours of operation may be required in individual orders, and as approved by the COR. There may be projects that could require 24/7 support for weekdays, weekends, and holidays as needed (for example, see Sections C.5.7 and C.5.11).

### F.5 FEDERAL HOLIDAYS

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

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

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

- Any other day designated by Federal Statute

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

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

(d) When the Government grants excused absence to its employees (e.g., office closing due to inclement weather), onsite Contractor personnel may be dismissed by the Contractor at its discretion. However, such a dismissal will not be an excuse to change any service or delivery requirements under the Requirements Contract or orders. For awarded Time and Materials (Labor Hour) orders, the Contractor is cautioned that only those hours actually worked may be billed to the Government.

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

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

## **F.6 DELIVERABLES**

In performing the services and providing the support described in individual orders, at a minimum the Contractor shall provide the written deliverable items as described within this Requirements Contract in addition to any deliverables defined within individual orders themselves.

The COR, or his/her designee, will inspect and be responsible for the review and acceptance of all deliverables under this Requirements Contract and issued orders.

The Census Bureau assumes that the Government has unlimited rights to all contract deliverables and data and owns any copyright or patents to all products and deliverables.

### **F.6.1 Delivery Method**

Deliverables shall be provided electronically whenever possible. The Contractor shall provide an online portal through which all deliverables are submitted to the government for review and approval. Delivery via e-mail may be acceptable, or required, in some cases, per direction of the

Government.

Electronic delivery shall consist of one (1) CD with the deliverable files in both Adobe Acrobat PDF format (Adobe 6 or later version) and Microsoft Word format (MS Word 2000 or later version) unless a different format is specified by the government (i.e., JPEG, TIFF, etc.) The Contractor shall also provide two hard copies of each deliverables (one original, one copy), unless additional copies are required by the government.

Other formats and means of delivery may be specified in specific orders, for example, to view creative work, storyboards, video and audio files, or other formats that may be required. If electronic delivery is not possible, deliverables shall be provided as hard copies to the the CO and the COR, and delivered to the point of contact listed in Section F.6.2 “*Delivery Location.*” When possible, delivery shall be coordinated in advance with the point of contact listed in Section F.6.2 “*Delivery Location.*”

### **F.6.2 Delivery Location**

Unless otherwise required by this contract, all correspondence and deliverables shall be delivered as follows:

**ORIGINAL:**        **USPS mailings:**  
U.S. Census Bureau  
Attn: ACQ Division, Cory Harris, Contracting Officer  
4600 Silver Hill Road  
Washington D.C. 20233

**Private Carrier mailings:**  
U.S. Census Bureau  
Attn: ACQ Division, Cory Harris, Contracting Officer  
Room 2J252F  
4600 Silver Hill Road  
Suitland, Maryland 20746

**COPY:**            **Private Carrier mailings:**  
Laura Sewell, COR  
U.S. Census Bureau  
Communications Directorate  
4600 Silver Hill Road  
Room 8H064F  
Suitland, Maryland 20746

### F.6.3 Quality Standards

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

- **Adherence to Requirements** - Work products and deliverables shall adhere to the requirements in the Requirements Contract and the orders.
- **Accuracy** – Work products and deliverables shall be free from errors and mistakes; and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness** – Work products and deliverables shall have all parts or elements adhering to the required content.
- **Clarity** – Work products and deliverables shall be easy to understand.
- **Timeliness** – Work products and deliverables shall be available at time required and be delivered on or before specified due dates.
- **Format** – Work products and deliverables shall be submitted in hard and/or soft copy, as agreed by the Contractor and the Census Bureau. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.

Also reference section E.2.2.

### F.6.4 List of Deliverables for the Requirements Contract

Table F.1 provides a list of deliverables and delivery dates required during performance at the Requirements Contract level if the Contractor has at least one active order. Note that this list does not comprise all work products that will result from the 2020 Census Integrated Communications Contract. There shall be additional identified at the order level. Please note that the dates reflected in the chart are subject to change, as approved by the COR.

Requirements Contract Level Deliverables include, but are not limited to, the following:

- Kick-Off Meeting, Agenda, Minutes, and Action Items
- Program Management Plan (PMP) including Staffing Approach
- Small Business Subcontracting Plan
- Small Business Subcontracting Reports
- Participation Plan
- Weekly Status Reports (for all work performed under the contract by order)
- Monthly Status Reports (for all work performed under the contract by order)
- Weekly Status Calls with Minutes from Calls
- Quarterly Program Management Reviews, Agendas, Presentations, and Materials
- Quarterly Program Management Reviews, Meeting Notes, and Action Items

<b>Table F.1 – List of Deliverables and Delivery Dates for Requirements Contract</b>			
<b>Section F</b>	<b>Deliverable</b>	<b>Initial Delivery Date</b>	<b>Subsequent Delivery Date (s)</b>
F.6.4.1.1	Kick-Off Meeting, Agenda, Minutes, and Action Items	To be determined based on date of kick-off meeting	Not Applicable
F.6.4.1.2	Program Management Plan (PMP) including Staffing Approach	With Proposal	Redeliver within 20 business days after contract kick-off and then each year thereafter with order proposals
F.6.4.1.3	Small Business Subcontracting Plan	With Proposal	Redeliver within 20 business days after contract kick-off and then each year thereafter with order proposals
F.6.4.1.4	Small Business Subcontracting Reports - Individual Subcontracting Report - Summary Subcontracting Report	Six (6) months after award  Ninety (90) days after award	Semi-Annually  Annually, within thirty (30) days following the close of each Government Fiscal Year
F.6.4.1.5	Participation Plan	With Proposal	Revised on an as needed basis

F.6.4.1.6	Weekly Status Reports (for all work performed under the contract by order)	To be determined after Kick-Off Meeting	On a weekly basis (standard day/time to be determined but one day prior to the weekly status call)
F.6.4.1.7	Monthly Status Reports (for all work performed under the contract by order)	To be determined after Kick-Off Meeting	On a monthly basis (standard day/time to be determined)
F.6.4.1.8	Weekly Status Calls with Minutes from Calls	To be determined after Kick-Off Meeting	On a weekly basis (standard day/time to be determined) with minutes delivered two (2) business days after the call
F.6.4.1.9	Quarterly Program Management Reviews (PMRs), Agendas, Presentations, and Materials	Agenda, presentation, and materials due five (5) business days prior to the PMR	PMRs are held quarterly in October, January, April, and July each year (exact date to be determined)
F.6.4.1.10	Quarterly Program Management Reviews (PMRs), Meeting Notes, and Action Items	Meeting notes and action items due three (3) business days after the PMR	PMRs are held quarterly in October, January, April, and July each year (exact date to be determined)

**F.6.4.1 Descriptions**

This section describes the content necessary for the deliverables required above.

**F.6.4.1.1 Kick-Off Meeting, Agenda, Minutes, and Action Items**

Working with the Government, the Contractor shall conduct a Kick-Off Meeting, with the date to be determined and at a time/date/location determined by the Government. The purpose of the kick-off meeting is to introduce the major participants from the Contractor’s core team of companies; communicate the 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; and inform the team of necessary administrative items. The Contractor shall work with the COR to schedule the contract Kick-Off Meeting. The Contractor shall work with the Government to develop the agenda for the Kick-Off Meeting.

On the date to be determined, the Contractor shall deliver meeting minutes and action items. The minutes typically describe the major events of the meeting, a statement of the issues considered by the participants, and related responses or decisions for the issues. For each action item, the Contractor shall document the item and to whom the item is assigned. The person to whom the action is assigned is then obligated to perform the action and report back on the results by a designated date.

#### **F.6.4.1.2 Project Management Plan including Staffing Approach**

The Contractor shall develop, deliver, maintain and adhere to the Requirements Contract's Program Management Plan (PMP) that shall describe the management strategy, approach, controls, processes, and efforts that will be utilized to effectively organize and manage all work required for orders awarded under this Requirements Contract.

The objective of the Requirements Contract's Program Management Plan is for the Contractor to describe its organization; assignment of management functions, duties, and responsibilities with escalation procedures; applicable management policies and procedures; staffing approach; and reporting for conducting contractually imposed tasks and awarded orders. At a minimum, the Requirements Contract's Program Management Plan shall address:

- a. The Contractor's corporate organization, structure, leadership, authority, roles, responsibilities, and internal reporting relationships
- b. Lines of authority and responsibility
- c. Staffing approach that describes all the resources and skill sets needed for the Contractor to meet the requirements stated in this contract and in the specific orders and how the Contractor will obtain these resources throughout the life of the contract.
- d. The non-Government facilities for performance of work
- e. Project management procedures and policies that will be followed for all orders
- f. Interfaces between the Contractor and the Government
- g. Roles relative to other corporate units, and the interfaces between the staff on the Requirements Contract, orders, and other corporate units and reporting requirements
- h. Performance metrics and baselines, as well as a schedule for gathering, monitoring, and reporting these performance parameters
- i. Cost (e.g., signed weekly time sheets to be included with invoice submissions as needed) and scheduled reporting mechanisms
- j. Acknowledgement of Requirements Contract requirements for the Contractor's response to Order requests, and identification of associated Contractor's processes
- k. Level of corporate commitment and processes that will be followed to ensure the timely placement of personnel
- l. Processes that will be followed to ensure that assigned personnel have the requisite skills

- and experience for their assigned roles
- m. Management techniques and processes to ensure quality of staff support and work products
  - n. Management techniques that will be applied for early identification and resolution of problems associated with order execution
  - o. Subcontract management, especially with regard to effective monitoring of contactor staff performance and timely corrective actions

The Contractor shall conduct and document program management lessons learned each year. The Contractor shall provide to the Government which lessons learned are addressed when the yearly update to the Program Management Plan is delivered.

The Contractor shall submit an updated Program Management Plan within twenty (20) business days after contract kick-off and then each year thereafter with order proposals.

#### **F.6.4.1.3 Small Business Subcontracting Plan**

The Contractor shall establish, maintain, and adhere to a Small Business Subcontracting Plan that commits the maximum practicable opportunity for small businesses within the contract. The plan shall be in accordance with FAR Part 19, with specific attention paid to FAR 19.7 and FAR 52.219.9, alternate II. This includes, but is not limited to:

- Estimating the value and percentage goals of the services to be subcontracted to small businesses, based off of total contract value.
- Incorporating small businesses into the core team of companies.
- Stipulating the plans for mentoring emerging and small businesses during their services.

The Contractor shall conduct and document subcontracting lessons learned each year. The Contractor shall provide to the Government which lessons learned are addressed when the yearly update to the Small Business Subcontracting Plan is delivered. The yearly report shall include progress towards the small business subcontracting goals based on the total contract value that includes first, second, and third tier subcontractors.

The Contractor shall submit an updated Small Business Subcontracting Plan within twenty (20) business days after contract kick-off and then each year thereafter with order proposals.

In addition the contractor shall submit a quarterly report that includes the progress towards small business subcontracting goals that includes first, second, and third tier subcontractors.

#### **F.6.4.1.4 Small Business Subcontracting Reports**

The Contractor shall submit Individual Subcontracting Reports and Summary Subcontracting Reports (formally SF 294 and SF 295) in connection with the performance of this contract (see a) and b) below.) These reports shall be submitted electronically via the Electronic Subcontracting Reporting System (eSRS) Web site, [www.esrs.gov](http://www.esrs.gov).

a. Individual Subcontract Report (formally SF 294)

The Contractor shall submit an individual subcontracting report for this contract. The report shall be submitted six (6) months after award and semi-annually and at contract completion, always within 30 days after the close of each reporting period unless otherwise directed by the CO. These deadlines are April 30<sup>th</sup> for the period ended in March 31<sup>st</sup> and October 30<sup>th</sup> for the period ended September 30<sup>th</sup>. A separate report is also due within 30 days after contract completion. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

b. Summary Subcontracting Report (formally SF 295)

The Contractor shall submit a summary subcontracting report on all of its contracts with the Department of Commerce. The report shall be submitted annually (for twelve months ended September 30<sup>th</sup>), except for contracts covered by an approved Commercial Plan\*.

The report shall be submitted no later than thirty (30) days following the close of each reporting period.

\*For Commercial Plans, the Summary Subcontracting Report is due within 30 days after the close of the contractor's fiscal year.

More information about these reports is available at: [www.esrs.gov](http://www.esrs.gov).

#### **F.6.4.1.5 Participation Plan**

The Contractor shall establish, maintain, and adhere to a Participation Plan. The Participation Plan shall provide information on the core team of companies, including small and large businesses, and the areas of responsibility for each of the companies on the core team. The contractor shall include a description of each company along with their socio-economic status. Special emphasis shall be provided in the Participation Plan regarding the use of small businesses.

The Contractor shall update the Participation Plan on an as needed basis throughout the lifecycle of the contract.

#### **F.6.4.1.6 Weekly Status Reports**

The Contractor shall prepare and deliver a Weekly Status Report for all work performed under the contract by order. The report shall include the technical progress and status of work at the order level. The report shall be provided on a weekly basis on a standard day/time to be determined after the contract kick-off but will be required one (1) day prior to the weekly status call. At some point, the weekly status report may be divided into separate weekly reports by order if the one report becomes too large.

The technical progress report shall include at a minimum:

- A narrative review of work accomplishments and/or significant events for the previous week.
- Indicate outstanding and completed deliverables and work products, risks, staffing status and project schedules.
- Document any technical performance problems or challenges and the steps being taken to correct them.

#### **F.6.4.1.7 Monthly Status Reports**

The Contractor shall prepare and deliver a Monthly Status Report for all work performed under the contract by order. The report shall include the technical progress and status of work at the order level but in summary form and not at the detailed level provided in the Weekly Status Reports. The report shall be provided on a monthly basis on a standard day/time to be determined after the contract kick-off.

The Monthly Status Report shall include at a minimum:

- A narrative review of the month's major accomplishments and/or significant events.
- Indicate major outstanding and completed deliverables and work products, major risks, important staffing status and critical project schedules.
- Document any critical technical performance problems or challenges and the steps being taken to correct them.

#### **F.6.4.1.8 Weekly Status Calls with Minutes from Calls**

The Contractor shall participate in a Weekly Status Call with the Government at a standard day/time to be determined after contract kick-off. The purpose of the Weekly Status Call is to walk-through the Weekly Status Report and to discuss the progress and status of order deliverables, problems, issues, risks, questions, etc. The Contractor shall ensure that all necessary personnel are available for the Weekly Status Calls and can fully discuss and respond to questions from the Government on individual orders.

The Contractor shall deliver minutes from the Weekly Status Calls two (2) business days after the call.

The Weekly Status Calls may need to be split into separate calls by order as the workload under the contract increases in order to be able to cover all materials in a timely manner.

#### **F.6.4.1.9 Quarterly Program Management Reviews (PMRs), Agendas, Presentations, and Materials**

At least five (5) working days prior to a PMR, the Contractor shall provide a proposed agenda,

presentation, and materials to the Government. The Government may add, delete, or change items to the agenda within two (2) working days of receipt. The Contractor shall provide the PMR handouts to the Government at least two (2) working days prior to the PMR, but may make revisions as needed to address new information.

The PMRs take place on a quarterly basis in October, January, April, and July with the exact dates to be determined.

**F.6.4.1.10 Quarterly Program Management Reviews (PMRs), Meeting Notes, and Action Items**

Within three (3) working days after a PMR, the Contractor shall provide meeting notes and action items that arose during the PMR. The Government will provide comments or revisions to this document within three (3) working days of receipt. The Contractor shall provide the final PMR meeting notes and list of action items within three (3) working days of receipt of the Government’s comments or revisions.

**F.6.5 DELIVERABLES FOR ORDERS**

Table F.2 provides a list of the minimum deliverables required for each individual order. Please note that issued orders may also require additional deliverables and will be defined at the order level.

Order level deliverables include, but are not limited to, the following:

- Order Kick-Off Meeting, Agenda, Minutes, and Action Items
- Order Proposals
- Order Staffing Plan
- Weekly Status Reports (if needed)
- Weekly Status Calls (if needed)

<b>Table F.2 – List of Deliverables and Delivery Dates for Orders</b>			
<b>Section F</b>	<b>Deliverable</b>	<b>Initial Delivery Date</b>	<b>Subsequent Delivery Date (s)</b>
F.6.5.1.1	Order Kick-Off Meeting, Agenda, Minutes, and Action Items	To be determined based on award date of orders and if requested by the COR/Task Manager	Not Applicable
F.6.5.1.2	Order Proposals	With proposal for individual orders	As specified in each order request

F.6.5.1.3	Order Staffing Plans	With proposal for individual orders	As specified in each order request and as changes to staffing of the order are made
F.6.5.1.4	Weekly Status Reports (if needed for individual orders)	To be determined after award of the orders	If needed, on a weekly basis (standard day/time to be determined but one day prior to the weekly status call)
F.6.5.1.5	Weekly Status Calls with Minutes from Calls (if needed for individual orders)	To be determined after award of the orders	If needed, on a weekly basis (standard day/time to be determined) with minutes delivered two (2) business days after the call

**F.6.5.1 Description**

This section describes the content necessary for the deliverables required above. Quality standards, review, acceptance criteria, and delivery method shall flow down from the Requirements Contract to all awarded orders unless otherwise indicated in an individual order.

**F.6.5.1.1 Order Kick-Off Meeting, Agenda, Minutes, and Action Items**

Working with the Government, the Contractor shall conduct a Kick-Off Meeting for individual orders, with the date to be determined and at a time/date/location determined by the Government. The COR/task manager shall request an Order Kick-Off Meeting if needed. The purpose of an Order kick-off meeting is to introduce the major participants from the Contractor’s core team of companies; communicate the background, scope, and schedule; ensure a common understanding of the order and all obligations and responsibilities of the Contractor and the Government; review the activities required to initiate and manage the order; and inform the team of necessary administrative items. The Contractor shall work with the COR to schedule individual order kick-off meetings. The Contractor shall work with the Government to develop the agenda for individual order kick-off meetings.

On the date to be determined, the Contractor shall deliver meeting minutes and action items. The minutes typically describe the major events of the meeting, a statement of the issues considered by the participants, and related responses or decisions for the issues. For each action item, the Contractor shall document the item and to whom the item is assigned. The person to whom the action is assigned is then obligated to perform the action and report back on the results by a designated date.

**F.6.5.1.2 Order Proposals**

The Contractor shall develop and deliver proposals for orders provided by the Government. Order proposals shall conform to the instructions provided in individual order requests.

**F.6.5.1.3 Order Staffing Plans**

The Contractor shall develop, deliver, and maintain a Staffing Plan. The Staffing Plan shall be considered a living document that reflects the current staffing on each order. At a minimum, the staffing plan shall contain:

- Responsibility Assignment Matrix - The Contractor shall graphically link the tasks in the order to the Contractor personnel performing them. This matrix shall show the level of responsibility that each Contractor personnel has over the order tasks.
- Explanation of the process undertaken to ensure proposed employees staffed in each labor category meet the specific qualifications and have the requisite skills for the position.
- Key Personnel – The Contractor shall identify key personnel to fill the roles identified in the Order.

**F.6.5.1.4 Weekly Status Reports**

The Contractor shall prepare and deliver a Weekly Status Report for all work performed under the order. The report shall include the technical progress and status of work of the order. The report shall be provided on a weekly basis on a standard day/time to be determined after award of the order but will be required one (1) day prior to the weekly status call. The COR/task manager shall determine if a weekly status report is needed for individual orders.

The technical progress report shall include at a minimum:

- A narrative review of work accomplishments and/or significant events for the previous week.
- Indicate outstanding and completed deliverables and work products, risks, staffing status and project schedules.
- Document any technical performance problems or challenges and the steps being taken to correct them.

**F.6.5.1.5 Weekly Status Calls with Minutes from Call**

The Contractor shall participate in a Weekly Status Call for individual orders with the Government at a standard day/time to be determined after contract kick-off. The purpose of the Weekly Status Call is to walk-through the Weekly Status Report for the order and to discuss the progress and status of order deliverables, problems, issues, risks, questions, etc. The Contractor shall ensure that all necessary personnel are available for the Weekly Status Calls and can fully

discuss and respond to questions from the Government on the order.

The Contractor shall deliver minutes from the Weekly Status Calls two (2) business days after the call.

The COR/task manager shall determine if a weekly status call is needed for individual orders.

#### **F.7 SPECIAL INSTRUCTIONS**

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

In addition to the provisions, terms, and conditions relating to the deliverables and work products required in this Requirements Contract, the Government has unlimited rights set forth in FAR 52.227-14 Rights in Data-General.

#### **F.8 NOTICE REGARDING LATE DELIVERY**

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

**[End of Section F]**

## SECTION G – CONTRACT ADMINISTRATION DATA

### G.1 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's points of contact during performance of the contract.

#### G.1.1 CONTRACTING OFFICER

Cory Harris is hereby designated as the Contracting Officer (CO).

The CO is located at:

U.S. Census Bureau  
Acquisition Division (ACQ)  
4600 Silver Hill Road  
Room 2J252F  
Suitland, MD 20746  
Phone: 301.763.6217  
E-mail: Cory.Harris@census.gov

#### G.1.2 CAR 1352.201-70 – CONTRACTING OFFICER'S AUTHORITY (APR 2010)

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

(End of Clause)

#### G.1.3 CAR 1352.201-72 – CONTRACTING OFFICER'S REPRESENTATIVE (APR 2010)

Laura A. Sewell is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the Contractor by written unilateral modification to the Requirements Contract.

The COR is located at:

U.S. Census Bureau  
Communications Directorate (COM)  
4600 Silver Hill Road  
Room 8H064F  
Suitland, MD 20746  
Phone: 301.763.2989

E-mail: Laura.A.Sewell@census.gov

The responsibilities and limitations of the COR are as follows:

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

(End of Clause)

#### **G.1.4 ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)**

TBD is hereby designated as the ACOR. The ACOR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Requirements Contract.

The ACOR is located at:

(Name TBD)  
U.S. Census Bureau  
4600 Silver Hill Road  
(Room TBD)  
Suitland, MD 20746  
(Phone: TBD)  
(E-mail: TBD)

The responsibilities and limitations of the ACOR are as follows:

1. The ACOR is responsible for the technical aspects of the Requirements Contract and serves as a technical liaison with the Contractor. The ACOR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the Requirements Contract.
2. The ACOR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect any price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR or ACOR. No such changes shall be made without the express written prior authorization of the Contracting Officer.

## **G.2 TASK MANAGERS**

- a. Task Managers (TMs) will be assigned as required to awarded orders.
- b. TMs may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the orders. The Task Manager is responsible for providing technical direction to the Contractor which clarifies the order effort, fills in details or otherwise serves to accomplish the order scope of work. The Task Manager is responsible for providing direct input to the Contracting Officer's Representative as it relates to evaluating Contractor performance, inspecting and accepting deliverables and services, and certifying all invoices/vouchers for payment.
- c. The TM does not have the authority to alter the Contractor's obligations under a order, direct changes that fall within the purview of FAR 52.243-1 Changes - Fixed Price, FAR 52.243-3, Changes-Time and Materials or Labor Hour, or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter or to change order obligations or the scope of the work, the TM shall notify the COR and the CO immediately. The CO shall issue any necessary order changes in writing.

## **G.3 GOVERNMENT PROVIDED SUPPLIES, EQUIPMENT, AND DATA**

For Contractor personnel located at the Census Bureau Headquarters, the Government shall provide basic supplies and materials normally available to Government employees, including personal computers and applications software, as required for performance under this Requirements Contract.

The Government will provide all working space, furniture, office supplies, and telephones for Contractor personnel located in a Government facility, and as required for performance under this Requirements Contract and awarded orders.

The Government will provide the following for onsite contractor personnel and those using virtual desktop infrastructure (VDI):

- Identifications and passwords to access all necessary computers, official e-mail addresses to send and receive e-mail and electronic attachments, information about and access to computer storage space.
- Personnel identification badges for access to all necessary Government buildings as long as necessary security processing has taken place and contract personnel have been approved by the Office of Security.

At the completion of this contract, all Government furnished property shall be returned to the Government in good condition, ordinary wear and tear accepted. The Contractor shall assume the risk and responsibility for loss.

The Contractor shall use the Government furnished property only in connection with this contract. The Contractor shall maintain adequate property control records and will make such records available for Government inspection at all reasonable times.

The Contractor shall follow the instructions of the Contracting Officer regarding the disposition of any Government furnished property left upon completion of this contract

#### **G.4 GOVERNMENT PROVIDED RESOURCES**

The Government Furnished Information provided below is to further assist vendors in understanding the results from the 2010 Census and planning for the 2020 Census. Some of these links are also provided in Section J.1 – Designated Market Area (DMA) Exercise:

- [http://ocio.os.doc.gov/ITPolicyandPrograms/Information\\_Collection/dev01\\_003742](http://ocio.os.doc.gov/ITPolicyandPrograms/Information_Collection/dev01_003742)
- <http://uscode.house.gov/search/criteria.shtml>  
(13 United States Code (USC) 141: Population and Other Census Information can be found at the link above by entering the title (13) and section (141) and clicking on “Go”)
- <http://www.census.gov/2010census/mediacenter/>
- <http://www.census.gov/2010census/partners/>
- <http://www.census.gov/2010census/news/>
- <http://www.census.gov/2010census/about/cpex.php>
- <http://www.census.gov/2020census>
- <http://www.census.gov/about/business-opportunities/resources/pmrs.html>
- [http://www.census.gov/research/data/planning\\_database/2015/](http://www.census.gov/research/data/planning_database/2015/)

In addition the Government may deliver to the Contractor Government-furnished information described on each task after issuance of the order. Title to Government-furnished data shall remain with the Government. The Contractor shall use the Government-furnished data only in connection with fulfilling the requirements of this contract.

#### **G.5 BILLING INSTRUCTIONS**

- a. The Contractor shall provide a single point of contact for billing and invoicing issues, as well as their mailing address, e-mail address and telephone number.
- b. The Contractor shall submit billing on a monthly basis or another cycle that will be mutually agreed upon by the Contractor and the Government
- c. The Contractor may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR 53.301-1034) or they may submit a company-generated voucher. However, no matter what type of voucher is submitted, it must contain the proper invoice/voucher information describe in G.6 below.
- d. It must be especially noted that in accordance with the requirements set forth in FAR Clause 52.232-7 – Payments under Time-and-Materials and Labor-Hour Contracts, all vouchers/invoices submitted to the COR shall be accompanied by appropriate cost-related documentation, including affidavits, time and attendance sheets, or other standard proof-of-performance documents previously approved by the CO. Vouchers/invoices must be clearly

marked "ORIGINAL".

- e. Vouchers/invoices received without the substantiating documents will be considered incomplete, and will be returned by the COR to the Contractor without payment.

## **G.6 PROCEDURES FOR INVOICING**

The FAR, under Subpart 32.905, requires that payment will be made based on the receipt of a proper invoice and satisfactory order performance. FAR 32.905(b) specifically states the minimum information an invoice must include to be considered a proper invoice for payment. G.5 Billing Instructions incorporates the FAR cited information and additional Census Bureau specific information required for payment under this Requirements Contract.

In accordance with FAR 32.903(a)(3), the Census Bureau has supplemented these requirements. Contractors may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR Part 53), or they may submit a company-generated invoice. However, no matter which type of instrument is used to request payment, the document must contain the information provided in G.6.1., Proper Invoice Information.

### **G.6.1 PROPER INVOICE INFORMATION**

- Name and address of Contractor
- Contact name, title, and telephone number of Contractor
- Government Requirements Contract and order number or other authorization for delivery of goods or services
- Date of the invoice
- Contractor's Data Universal Numbering System (DUNS) number
- Unique invoice number, account number, and/or any other identifying payment request number (at a minimum there must be an invoice number)
- Actual date services were performed and completed or goods delivered
- Current order period of performance
- Description of goods or services (i.e., contract line/sub line number, price, and quantity of goods and/or services rendered)
- Care should be taken by the Contractor to assure invoices are submitted for items/services and related prices as detailed in the order
- Other supporting or substantiating documentation or information required by the Requirements Contract or order including, as appropriate, requirements under the travel clause contained in the Requirements Contract or timesheets for T&M or LH orders
- Other supporting or substantiating documentation or information required by the Requirements Contract or order for Other Direct Costs (ODCs) other than travel
- Invoice total for the current month
- Total amount invoiced to date under the order
- Total funds remaining
- Percent of allocated funds invoiced to date
- Percent of funds remaining

- Payment discount terms
- Other substantiating documentation or information required by the Requirements Contract including a cost capture spreadsheet for the entire contract as well as all orders that includes hours incurred by Contractor employee, by order (**The Contractor and the Government shall jointly determine the full contents and format of the cost capture spreadsheet after award.**)
- Three (3) statements and signature lines included in the invoice as follows:

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

(Date)	(Name/Title of Contractor Representative)	(Signature)
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Statement number (1) shall be signed by a representative of the Contractor.

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

(Date)	(Name/Title of COR)	(Signature)
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Statement number (2) will be signed by the COR.

(3) “Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.”

(Date)	(Name/Title of Government Representative)	(Signature)
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Statement number (3) will be signed by a Government Representative who has authority to approve the invoice. The representative signing this statement will be the Contracting Officer when the services are acquired through a fully definitized contract.

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

## G.6.2. SUBMISSION OF INVOICES

Vouchers and/or invoices shall be submitted to the Census Bureau’s Finance Division, which is the designated payment office under this Requirements Contract and individual orders, as well as to the COR. Vouchers and/or invoices shall be submitted by electronic mail only to both the Finance Division and the COR at the email addresses listed below:

Finance – [FIN.Finance.Invoice.Claim.Submission@census.gov](mailto:FIN.Finance.Invoice.Claim.Submission@census.gov)  
 COR – [Laura.A.Sewell@census.gov](mailto:Laura.A.Sewell@census.gov)  
 TM – To be determined

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

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

### **G.6.3 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.6.4 Interest on Overdue Payments**

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

### **G.6.5 Payment Due Date**

Payments will be determined at the order level.

## **G.7 METHOD OF PAYMENT**

Payments under this Requirements Contract and individual orders will be made in accordance with FAR 52.232-33 – Payment by Electronic Funds Transfer - Central Contractor Registration.

## **G.8 TRAVEL AND PER DIEM**

Travel is anticipated under this Requirements Contract. When authorized as part of the work scope of an awarded order, and as approved by the CO or COR, or Alternate COR (ACOR), travel expenses may be reimbursed in an amount no higher than that allowed by Federal Travel Regulations (FTR) in effect at the time of travel.

To be reimbursable, the travel expenses shall be:

- 1. Allowable under the FTR
- 2. Approved by the CO or COR/ACOR prior to travel expenditure
- 3. Allocable and necessary to the services under this Requirements Contract

Request for travel approval shall be submitted to the COR/ACOR at least two (2) weeks prior to the time of travel, and shall identify:

1. Name of the traveler
2. Destination(s), including itinerary
3. Purpose of the travel
4. Cost breakdown

Invoices for travel expenses shall include original or legible copies of receipts as prescribed in the FTR, including, at a minimum:

1. Actual airfare or other public conveyance expenses
2. Transportation including car rental expenses for each rental day
3. Lodging expenses
4. Parking expenses

Any burden added to the travel cost will be allowed only as defined in the Contractor's standard accounting practice or disclosure agreement.

#### SPECIAL PROVISIONS FOR TRAVEL AND OTHER DIRECT COSTS

(a) TRAVEL. The Government will reimburse the Contractor for per diem and travel costs required and incurred by the Contractor personnel traveling outside their assigned work location in accordance with the cost principles set forth in FAR 31.1 and clarified as follows:

1. All travel costs incurred by the Contractor for transportation, lodging, meals, and incidental expenses shall be considered allowable, if determined reasonable by the Government. Reimbursement of travel and/or per diem costs will be based upon the travel regulations as set forth in the Federal Travel Regulations in effect at the time of the travel. No travel is allowed without prior approval of the Contracting Officer's Representative (COR).

(b) Contractor shall invoice all travel against Order No. "X", which will be issued post-award. No travel shall be included in individual orders.

(c) Charges made for per diem may include general and administrative expenses allocated thereto in accordance with the Contractor's usual accounting practices consistent with Part 31, Subpart 31.2 of the Federal Acquisition Regulation (FAR). No profit or fee will be allowed on travel or other ODCs.

(d) The Government agrees to furnish letters to the Contractor certifying that the Contractor is a prime Government Contractor. Such letters will authorize the Contractor to use General Service Administration Schedule contracts for rental vehicles, and will encourage hotels, etc. to extend business or Government rates to employees who are on Census Bureau contract business. The Contractor agrees to a good-faith attempt to seek out Government/business

discounts for lodging. Where such discounts or resources are not available, the Contractor agrees to request a waiver from the provisions of the Federal Travel Regulations and travel costs will be proposed on a reasonable/actual basis. Such a proposal will be evaluated by the Contracting Officer and negotiated by the parties.

(e) The Contractor shall be reimbursed for the reasonable actual costs of commercial transportation for authorized travel of Contractor personnel not to exceed the cost of tourist rail or plane fare. Expense for travel, hereunder, by motor vehicle, other than common carrier or rented automobile shall be reimbursed on a mileage basis at rates no higher than authorized by the Federal Travel Regulations. There shall be no reimbursement for mileage traveled from living quarters to work site, or for mileage for personal convenience. Travel within a one hundred (100) mile radius of normal duty station shall be excluded for the purpose of per diem payments.

(f) OTHER DIRECT COSTS. The Government will not consider allowable the purchase or lease of word processing equipment and/or copiers to be reimbursed under other direct costs (ODCs) for this contract. ODCs specifically unique to the performance of this contract such as reproduction, supplies, etc. will be negotiated on a task-by-task basis.

## **G.9 ORDERING PROCEDURES FOR ORDERS**

### **G.9.1 AUTHORIZED ORDERING ACTIVITIES**

Any warranted Contracting Officer with the required authorization can issue orders under this Requirements Contract for the following organizations:

U.S. Census Bureau, Headquarters

### **G.9.2 ORDER REQUEST/ORDERING PROCEDURES**

A order will be initiated only by issuance of a fully executed order by the Contracting Officer. The work to be performed under an order must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed order has been issued and covers the required work. Charges for any work not authorized shall be disallowed. Orders may be issued under this contract on a firm fixed price (FFP) or a time and materials basis (T&M), or any combination thereof.

#### **G.9.2.1 Order Request**

The COR shall initiate the order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the order in the form of a statement of work (SOW). The SOW will contain some or all of the following: a detailed description of the functional or other objectives to be achieved; relevant background information; deliverables to be provided; and schedule for delivery or performance and completion of the order. Any special requirements such as security requirements, or provision of Government furnished

material or information will be outlined and/or provided. The estimated level of effort may be disclosed. The order request will describe the preferred pricing method (i.e., firm fixed price, T&M, or a hybrid of both). The order request will be electronically delivered (e-mailed) or mailed to the Contractor.

### **G.9.2.2 Order Proposal**

The Contractor shall acknowledge receipt of each SOW by e-mail, and shall develop and forward to the COR within fourteen (14) calendar days a written Order Proposal for accomplishing the assigned task within the period specified. Faster response time for emergency orders will be mutually agreed upon by the Contracting Officer and the Contractor. Additional time may be allowed upon request, if necessary, subject to approval by the CO.

The proposal shall include:

1. A narrative description of the Contractor's understanding of the activities required to satisfy the requirement
2. A narrative description of the Contractor's proposed solution - plans for performance, technical approach, any problem areas, and assumptions, if applicable
3. Definition of milestones, deliverables, and schedules, as appropriate
4. A detailed schedule with the estimated labor hours, labor rates, and identification of the skill descriptions of the personnel necessary to perform the order
5. A staffing schedule and the names and resumes of the key personnel (as defined in clause H.1) to be assigned to the order. Resumes will only be required for key personnel not included in the contract proposal
6. A detailed definition of the supplemental resources required for performance, to be provided by the Government or on a reimbursable basis by the Contractor
7. Any subcontracting or consultants required
8. Order cost or price proposal in accordance with the requirements of the SOW

All costs associated with the development, presentation, and negotiation of the Contractor's proposal will be at the Contractor's expense. The Government reserves the right to require the Contractor to provide a portion of the above information in an oral presentation in lieu of a complete written proposal.

### **G.9.2.3 Negotiations and Order Issuance**

(a) Based upon the contents of the Contractor's proposal, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the order, any changes in the scope of the work to be performed, the schedule, or the deliverables to be provided in the order.

(b) Negotiation will take place at a time and place designated by the Government (possibly by telephone). The skills, specific education/experience of personnel, estimated hours, and other direct costs will be negotiated on each order. The Government reserves the right to require specific experience and/or educational requirements in order to meet the requirements of the

individual order. Within two (2) business days following negotiations, the Contractor shall submit a finalized proposal reflecting the results of the negotiations. A order may be issued without negotiations based on the acceptability of the order proposal.

(c) Upon the conclusion of all negotiations and evaluation of order proposals, the Contracting Officer will issue a order. The order(s) will reference both the SOW and the Contractor's proposal and must be executed by the Contracting Officer before work may commence. Upon signature of the Contracting Officer, each order is considered fully executed, binding, and ready for implementation. Each order will be forwarded to the Contractor (generally by e-mail and/or facsimile, followed by regular mail).

(d) Following execution of the order, technical clarifications may be issued in writing at any time by the COR to amplify, or provide additional guidance to the Contractor regarding performance of the order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the 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, orders may be formally modified in writing by the Contracting Officer. The modification/change shall be formalized by issuance of a written modification to the order, and the contract modified, if applicable. No changes may take place without written approval of the Contracting Officer. The Contractor is responsible for revising the work plan to reflect order modifications within five (5) working days following negotiation or issuance of a modification of the order.

(e) Orders may be placed during the period of performance of the contract, as identified in Section F.2. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the 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.

(f) All provisions of this contract will apply to each order executed. The following specific conditions will also apply:

1. All orders must be accounted for separately. They will ordinarily be of a completion type unless they are for services, which cannot with certainty be estimated before award. In those cases, professional staff hours to be furnished will be set forth with not-to-exceed ceilings specified.
2. In order to accommodate urgent program requirements, the Contracting Officer may give the Contractor oral, facsimile or written notice to proceed on a specific requirement in advance of issuing a formal order. Any such orders will be followed by a written order as soon as practicable.
3. Work on orders shall commence no later than seven (7) calendar days from the order issuance date or a mutually agreed upon date.

**G.10 PERFORMANCE MEASURES**

The Government will monitor the Contractor's performance for the duration of the Requirements Contract and of every order issued under the Requirements Contract. At a minimum the Government's monitoring both at the Requirements Contract and order level will include:

- Compliance with Requirements Contract level requirements, deliverables, and measures
- Responsiveness to the Government
- Cooperative working relationship with all other contractors doing business at the Census Bureau
- Compliance with requirements, deliverables and measures stated in orders
- Cost adherence, control, tracking, and variance reporting at the Requirements Contract level and on orders
- Schedule adherence control, tracking and variance reporting at the Requirements Contract level and on orders
- Requirements under this contract shall contain, to the maximum extent practicable, meaningful performance measures to enable the assessment of success or failure in meeting the objectives of the Census Bureau.
- The COR/TM shall be responsible for monitoring performance measures to assess the Contractor's progress. The CO shall be notified by the COR/TM when it appears that the Contractor's performance will not successfully meet the established measures.
- The CO shall promptly notify the Contractor of its failure to meet any performance measures.
- It is the Government's intent to do annual performance evaluations for each period of the contract and subsequent orders. Quarterly reviews will be performed for any Time and Materials orders award under this Requirements Contract as well as annual reviews.
- The CO and the COR shall discuss any unsatisfactory performance.
- All performance evaluations will be done in accordance with FAR 42.15.

**[End of Section G]**

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 CAR 1352.237-75 – KEY PERSONNEL (APR 2010)

- a. The Contractor shall assign key personnel as required in individual orders.
- b. The Contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor after receipt of all required information of the approval/disapproval decision on substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.
- c. Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 business days after receipt of all required information of the decision on substitutions. The order will be modified to reflect any approved changes.

(End of clause)

Additional key personnel will be assigned at the order level. If changes in Key Personnel are necessary, replacement Key Personnel shall be at least as qualified as the predecessors.

### H.2 REPLACEMENT STAFF

The Contractor shall provide at all times staffing that meets or exceeds the service category descriptions required for the applicable order. When services under a service category cannot be provided by the Contractor because of the need for replacement staffing (non-Key Personnel), the Contractor has 10 business days to identify and provide to the Contracting Officer and COR the proposed replacement personnel resume. This subsection provides for obtaining replacement personnel due to the departure of personnel for reasons other than deficient/nonconforming services or security disapproval reasons.

The Contractor shall not provide the Government with several different resumes to choose from for the replacement personnel. The Contractor shall only provide a resume for the individual that is being proposed as the replacement personnel. Review of the resume by the Government is to allow the Government the opportunity to verify that the proposed replacement personnel's resume demonstrates that the individual meets or exceeds the requirements of the service category description. It is the responsibility of the Contractor to ensure that its staff is capable of performing the necessary services to satisfactorily accomplish the required performance. In addition, it is the responsibility of the Contractor to assure that replacement personnel have the necessary requirements to receive security approval by the Census Bureau's Office of Security.

Verification of the replacement personnel will be accomplished by the Contracting Officer or Contracting Officer's Representative within 2 business days after receipt of the resume. The Contracting Officer or Contracting Officer's Representative will inform the Contractor, in

writing, that the verification has been completed and provide concerns, if any, that were found. The Contractor shall address any concerns within 2 business days from receipt of the Contracting Officer's or Contracting Officer's Representative's written correspondence. Resolution of any concerns will be processed as determined by the Contracting Officer.

After receipt of the notification of verification completion from or resolution of concerns with the Contracting Officer, the Contractor shall then complete within 3 business days all activities including submission of appropriate forms required for the individual to complete Census Bureau's security processing. The COR will coordinate security processing of Contractor personnel.

The services of the replacement personnel, as required herein, shall commence within 10 business days after notification by the COR that Census Bureau's security processing of the personnel has been approved.

In the event the Contractor does not replace personnel within the above timeframe, this may be considered nonconforming services by the Contracting Officer and be subject to the provisions of FAR 46.407 and FAR 52.246-4. In addition, in the event initial Contractor proposed replacement personnel do not receive security approval by the Office of Security, the Contractor may be determined by the Contracting Officer to be in nonconformance and subject to the appropriate provisions of FAR 46.407 and FAR 52.246-4.

### **H.3 CAR 1352.208-70 – RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)**

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

(End of clause)

**H.4 CAR 1352.209-71 – LIMITATIONS OF FUTURE CONTRACTING (APR 2010)****\*\*\* To be determined prior to Award\*\*\***

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

(1) Descriptions or definitions:

- (i) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.
- (ii) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.
- (iii) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.
- (iv) "System" means the system that is the subject of this contract.
- (v) "System Life" means all phases of the system's development, production, or support.
- (vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.
- (vii) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

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

*Alternate I* (Date). As prescribed in CFR 1309.507-2(a)(2), either substitute paragraph (a)(2) of the basic clause with one or both of the following paragraphs, or use one or both in addition to the basic paragraph (a)(2).

- (a)(2)(i) The contractor shall prepare and submit complete specifications for non-developmental items to be used in a competitive acquisition. The contractor shall not furnish these items to DOC, either as a prime contractor or subcontractor, for the duration of the initial production contract plus *[insert a specific period of time or an expiration date]*.
- (ii) The contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring the *[identify the system or services]*, or provide material leading directly, predictably, and without delay to such a work statement. The contractor may not supply *[identify the services, the system, or the major components of the system]* for a

period [*state the duration of the constraint, however, the duration of the initial production contract shall be the minimum*], as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one contractor has participated in preparing the work statement.

*Alternate II* (Date). As prescribed in 48 CFR 1309.507-2(a)(3), either substitute paragraph (a) (2) of the basic clause with the following paragraph, or add the following in addition to the basic restriction. Redesignate the paragraphs as needed if more than one restriction applies.

(a)(2) The contractor shall participate in the technical evaluation of other contractors' proposals or products. To ensure objectivity, the contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for the entire life of the Requirements Contract award.

*Alternate III* (Date). As prescribed in 48 CFR 1309.507-2(a)(4), add the following paragraph (b) to the basic clause:

(b) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and information furnished voluntarily without restriction.

*Alterate IV* (Date). As prescribed in 48 CFR 1309.507-2(a)(5), add the following paragraph (b) to the basic clause substantially as written. If *Alternate III* is also used, designate this paragraph (c).

(b) The contractor agrees to accept and to complete all issued orders, and to not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

*Alterate V* (Date). As prescribed in 48 CFR 1309.507-2(a)(6), add the following paragraph (b) to the basic clause. If more than one *Alternate* is used, redesignate this paragraph accordingly.

(b) The contractor agrees to accept and to complete issued delivery orders, provided that no new organizational conflicts of interest are created by the acceptance of such orders. The Contracting Officer shall identify any and all organizational conflicts of interest in each order. The contractor shall not contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

*Alterative VI* (Date). As prescribed in 48 CFR 1309.507-2(a)(7), add the following paragraph (b) to the basic clause. If either *Alternate III* or *IV* or both are used, redesignate this paragraph accordingly.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

(End of clause)

**H.5 CAR 1352.209-73 – COMPLIANCE WITH LAWS (APR 2010)**

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

(End of clause)

**H.6 CAR 1352.209-74 – ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)**

- a. Purpose. The purpose of this clause is to ensure that the Contractor and its subcontractors:
  1. Are not biased because of their financial, contractual, organizational, or other interests which relate to the orders under this contract, and
  2. Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.
- b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “Contractor”) in the activities covered by this clause as a prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
- c. Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the Contractor and all subcontractors. The Contractor warrants that, to the best of the Contractor’s knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the Contractor has disclosed all relevant information regarding any actual or potential conflict. The Contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the Contractor’s impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
- d. Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the Contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- e. Subcontracts. The Contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “contract,”

“Contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government’s rights.

- f. Prime Contractor Responsibilities. The Contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor’s organizational conflict cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the Contractor becomes aware of a subcontractor’s potential or actual organizational conflict of interest after contract award, the Contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the Contractor’s own risk.
- g. Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

## **H.7 HARMLESS FROM LIABILITY**

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

## **H.8 NEW WORK**

The Contractor performing the contract may be required to perform additional tasks or services related to the work identified in Section C. The government reserves the right to include additional work, in accordance with FAR 52.243-1 Changes – Fixed-Price and FAR 52.243-3 Changes – Time and Materials, which is deemed as within the scope of this order.

## **H.9 CAR 1352.231-71 – DUPLICATION OF EFFORT (APR 2010)**

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontracts hereunder are not duplicative of any cost charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this 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.10 CONFIDENTIAL INFORMATION**

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

During the course of this contract, the Contractor shall have access to Government data relevant to this project as required. Any information, not previously published, received from the Government in connection with this contract or furnished to the Contractor from other sources in response to the Government's requirements under this contract, will be restricted to this project, and may not be disclosed or used for any other purpose without the prior written approval of the Contracting Officer. Title to Government-owned data shall remain with the Government. The Contractor shall use the Government-owned data only in connection with this contract. These restrictions do not apply to information which:

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

## **H.11 KEY CONTROL**

The Contractor shall ensure that all keys issued to Contractor support personnel are accounted for and controlled. At a minimum, the Contractor shall be responsible for the following:

1. Ensuring keys are only used by the Contractor's employees
2. Prohibiting the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor or Census Bureau employees engaged in the performance of assigned work in those areas
3. Ensuring keys issued to the Contractor by the Government are not duplicated
4. Ensuring keys issued by the Government are not lost or misplaced
5. Reporting the loss of any key in writing to the COR within eight (8) clock hours of occurrence or at the beginning of the next scheduled workday, whichever occurs first

## **H.12 SAFETY**

The Contractor shall:

1. Comply with all applicable safety and occupational health requirements, to include OSHA's 29 CFR 1910. If the contractor fails or refuses to promptly comply with safety

requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

2. Verbally inform the COR of any unsafe/hazardous conditions within thirty (30) minutes of becoming aware of the condition, and in writing within one (1) business day.
3. Verbally inform the COR within two (2) clock hours of the occurrence of all types of injuries and illnesses (first aid, limited duty, lost time and fatality) sustained by a contractor employee arising out of and in the course of his/her employment. A detailed written report shall be submitted to the COR within 24 clock hours.
4. Report to the COR all incidents where contractor employees damage government property. A verbal report shall be made within four (4) clock hours of an occurrence, and a written report of the facts and extent of damage shall be submitted within three (3) business days.

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

## **H.13 SECURITY**

### **H.13.1 CAR 1352.209-72 – RESTRICTIONS AGAINST DISCLOSURE (APR 2010)**

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

(End of clause)

### **H.13.2 CAR 1352.237-70 – SECURITY PROCESSING REQUIREMENTS – HIGH OR MODERATE RISK CONTRACTS (APR 2010)**

- a. Investigative Requirements for High and Moderate Risk Contracts. All Contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce (DOC) owned,

leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the Contractor. The level of contract risk will determine the type and scope of such processing, as noted below.

1. Investigative requirements for Non-IT Service Contracts are:
  - i. High Risk – Background Investigation (BI)
  - ii. Moderate Risk – Moderate Background Investigation (MBI)
2. Investigative requirements for IT Service Contracts are:
  - i. High Risk IT – Background Investigation (BI)
  - ii. Moderate Risk IT – Background Investigation (BI)
- b. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check.
- c. Additional Requirements for Foreign Nationals (Non-U.S. Citizens). To be employed under this contract within the United States, non-U.S. citizens must have:
  1. Official legal status in the United States;
  2. Continuously resided in the United States for the last two years; and
  3. Obtained advance approval from the servicing Security Officer of the contracting operating unit in consultation with the DOC Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)
- d. Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:
  1. The Contractor must complete and submit the following forms to the Contracting Officer's Representative (COR):
    - i. Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions;
    - ii. FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and
    - iii. Credit Release Authorization.
  2. The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
  4. Upon completion of security processing, the Office of Security, through the servicing Security Officer and the Sponsor, will notify the Contractor in writing of an individual's eligibility to be provided access to a Department of Commerce facility or Department of Commerce IT system.
  5. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness,

fingerprint classification, and other pertinent information. For non-U.S. citizens, the Sponsor must request an Immigration and Customs Enforcement agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

e. Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The Sponsor, in coordination with the Contracting Officer, will immediately remove the contract employee from duties requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

1. Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude;
2. Falsification of information entered on security screening forms or on other documents submitted to the Department;
3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government, regardless of whether the conduct was directly related to the contract;
4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

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

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

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

(End of clause)

### **H.13.3 CAR 1352.239-72 – SECURITY REQUIREMENTS FOR INFORMATIONTECHNOLOGY RESOURCES (APR 2010)**

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

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

1. Sensitive information is “... any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title

5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

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

- (i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.
- (ii) The DOC Security Manual, Chapter 18.
- (iii) Executive Order 12958, as amended, Classified National Security Information.

Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

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

- c. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the Contractor’s systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.
- d. All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC *Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer website), or equivalent/more specific agency
- e. Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.
- f. Within 5 days of receiving agency clearance notification from the COR and no later than 45 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.
- g. Within 15 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72.
- h. The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor’s and subcontractor’s facilities, installations, operations, documentation,

databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

- i. For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the Contractor shall provide, implement, and maintain a System Accreditation Order in accordance with the *DOC IT Security Program Policy*. Specifically, the Contractor shall:
  1. Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy*. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.
  2. Upon approval, follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy* Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Order portions of the System Accreditation Order for approval and system accreditation by an appointed DOC official.
  3. Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Order, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, Section 6.3.1.1.
- j. The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

#### **H.14 HSPD-12 IMPLEMENTATION**

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

**H.15 CAR 1352.209-75 – TITLE 13 AND NON-DISCLOSURE REQUIREMENTS (APR 2010)**

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

(End of clause)

**H.16 VIRUS-FREE CHECK AND CERTIFICATION OF DATA DELIVERED VIA ELECTRONIC MEDIA**

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

**H.17 OBTAINING ACCESS TO PROPRIETARY INFORMATION**

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

**H.18 CAR 1352.228-70 – INSURANCE COVERAGE (APR 2010)**

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

b. General liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the

comprehensive form of policy of at least \$500,000 per occurrence.

2. When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$0.00.

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

d. Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

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

(End of clause)

#### **H.19 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)**

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

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

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

(End of clause)

#### **H.20 CAR 1352.227-70 RIGHTS IN DATA, ASSIGNMENT OF COPYRIGHT (APR 2010)**

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

Commerce.

(End of Clause)

**H.21 CAR 1352.239-71 – ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)**

**[\*\*INSERT THIS CLAUSE IN ORDERS AS APPLICABLE\*\*]**

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

- \_\_\_\_\_ 1194.21 Software applications and operating systems
- \_\_\_\_\_ 1194.22 Web-based intranet and internet information and applications
- \_\_\_\_\_ 1194.23 Telecommunications products
- \_\_\_\_\_ 1194.24 Video and multimedia products
- \_\_\_\_\_ 1194.25 Self-contained, closed products
- \_\_\_\_\_ 1194.26 Desktop and portable computers
- \_\_\_\_\_ 1194.31 Functional performance criteria
- \_\_\_\_\_ 1194.41 Information, documentation and support

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

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

d. Offerors must submit representation information concerning their products by completing the VPAT template at [www.Section508.gov](http://www.Section508.gov).

(End of clause)

**H.22 TITLE AND RISK OF LOSS**

a. After award of this contract, the title to all materials acquired by the Contractor in the performance of the contract properly chargeable there to under sound accounting practices is the property of the Government and shall vest in the Government. All material acquired under this contract shall become property of the Government.

b. The Contractor shall bear this risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of loss, theft or destruction or for damage

to any such property before delivery and acceptance by the Government.

## **H.23 INTERNAL REVENUE SERVICE (IRS) PUBLICATION 1075 REQUIRED CONTRACT LANGUAGE**

If the Contractor will have direct or indirect access to Federal Tax Information (FTI) or if the Contractor may work in a secure area where FTI may be housed, then Internal Revenue Code (IRC) Section 6103(p) requires specific language that must be included in the contract.

FTI is defined as any information, including tax return information that IRS obtained from any source or developed through any means that relates to the potential tax liability of any person or business under the Code for any tax, penalty, interest, fine, forfeiture, or other imposition or offense.

The following language is applicable to this contract pursuant to IRS Publication 1075:

### **I. PERFORMANCE:**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet

functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

## **II. CRIMINAL/CIVIL SANCTIONS:**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of

1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5.

- (4) U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (5) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

#### **H.24 SYSTEM OF RECORDS NOTICE (SORN)**

There are no SORNs applicable to this Requirements Contract.

If a SORN applies to individual orders it will be identified in the order itself.

#### **H.25 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal, inclusive of the oral presentation, submitted by the Contractor, and to any specific written modifications to the proposal.

**H.26 CODE OF CONDUCT**

All personnel assigned by the Contractor to work under this contract must be acceptable to the Government in their personal and professional conduct. Any person in the Contractor's organization or in any subcontractor's organization, who is deemed by the Contracting Officer or the Contracting Officer's Representative whose conduct may affect the performance of the Contractor or the image of the Census Bureau, shall be immediately removed from the assignment. The reason for removal must be documented in writing by the Contracting Officer. Employment and staffing difficulties are not adequate justification for failing to meet established schedules and if they impair performance, the Contractor may be subject to default. Any security violations, denials, or revocations of security clearances may be construed as grounds for immediate removal from the premises and the contract. The Contractor and its employees shall conduct only business covered by this contract during periods paid for by the Government, and will not conduct any other business on Government premises or time. Contractor personnel shall abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations.

**H.27 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 Internal Revenue Service (IRS) Forms 1099-MISC, Statement for Recipients of Miscellaneous Income, for the IRS.

**H.28 INTERPRETATION OF CONTRACT REQUIREMENTS**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the CO.

**H.29 ROYALTY-FREE LICENSE**

In consideration of the sums to be paid to the Contractor under this contract, the Contractor hereby agrees and does grant, convey, and reserves to the United States of America a nonexclusive, irrevocable, nationwide, royalty-free license in all written material, published, printed, presented or used in connection with the contract, in which the Contractor presently holds a copyright or in the future shall obtain a copyright therein or in which it has the right to issue royalty-free licenses thereto.

### **H.30 COMPENSATION FOR ADVERTISING (MEDIA) PLACEMENT**

(a) The Contractor will be compensated for the design, preparation, and creative work relating to advertisements to be placed and the services rendered for the placement of advertising in media, regardless of whether the particular media grants the Contractor a commission, refund, or rebate for the placement of advertising. In the case of costs for the purchase, placement, and related services of advertising in media, the Contractor shall only be compensated for the **actual cost** of placement. Any refunds or rebates must be paid to the Government.

(b) The cost of placement of advertising in said media shall not exceed the published or certified card or schedule rates for space or time in the media concerned.

(c) If cash discounts for prompt payment to media for advertising placed are available to the Contractor, the cost of placement shall not exceed the established certified or schedule rates for space or time less the maximum amount of the discount available.

(d) In the case of proposals for the placement of advertising in media, the Contractor shall include only the actual cost of the placement to the Contractor including any refund, rebate, or commission due from the media concerned. If the media in which the advertising is proposed to be placed allows cash discounts for prompt payment, the proposed cost shall not exceed the card or schedule rates based on the taking of the maximum U.S. Government discount.

### **H.31 TALENT RELEASE & USAGE RIGHTS**

(a) The Contractor shall deliver to the Contracting Officer's Representative signed releases obtained from all persons appearing in advertisements, recognizably photographed, or recorded. Each such release instruments shall grant perpetual and unrestricted rights whereby the Contractor and its heirs, executors, administrators, successors or assigns shall own, free and clear of any claim on the part of the talent, all rights of any kinds in the work or contribution of the talent, with the exception of rights relating to exhibition for profit.

Each such release instrument shall enable the Government and others to reproduce, distribute, publish, exhibit, and transmit any such advertisement, commercial, motion picture or television film or film strip, live or recorded television or radio spot, or other production, at any time and at any place and by any method of medium such as publication, projection or transmission, electrical, mechanical or otherwise, including newspapers, periodicals, letters, magazines, Internet, books, slides, communications satellite systems, radio, and television.

As a prerequisite to the completion of any advertisement, commercial, motion picture or television film or filmstrip, live or recorded television or radio spot, or other production or any increment thereof, the Contractor shall assign each such release instrument to the Government. If the Contractor believes that releases are not required because of special circumstances, it shall promptly deliver its written explanation to the CO or COR.

(b) Each separate release instrument mentioned in (a) above shall include, but not be limited to, the grant of perpetual and unrestricted rights whereby the grantees are enabled, in any manner, in

connection with any advertisements, commercial, motion picture or television film or film strip, live or recorded television or radio spot, or other production ordered hereunder, to use the name, photography likeness, acts, poses, plays and appearances of any/or made by any talent; to record, reproduce, amplify, and simulate the voice and all instrumental, musical, and other sound effects produced by any talent; and to "double" or "dub" the voice, acts, poses, place and appearances, and all instrumental, musical and or other sound effects produced by any talent, to such extent as may be desired.

(c) **Talent Release Indemnification.** The Contractor shall indemnify and hold harmless the United States Government, its officers agents and employees from all judgments and from such settlements as the United States Government shall deem proper arising from claims, lawsuits or similar actions against the United States Government for defective talent release or failure to obtain necessary talent release in connection with the work herein.

(d) **Usage Rights.** The Government shall have nation-wide rights, if available to the Contractor, including music rights, for whatever use and/or disposition is deemed appropriate by the Government for items created under this contract, including theatrical and non-theatrical, commercial, distribution, exhibition, television and reproduction rights, both foreign and domestic in accordance with Clause H.34. The Contractor shall retain no rights to any deliverable under this contract or any other issued hereunder.

### **H.32 PUBLICATION RIGHTS**

(a) The Contractor shall provide the Government with complete copyrights for all materials developed under this contract. These rights shall allow the Government to freely use the subject materials at any time, through any method of projection, transmission or distribution.

(b) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance rights of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants a paid-up, royalty free, exclusive license in perpetuity for use by or on behalf of the United States Government.

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

(d) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished by the Contractor under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the

Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

### **H.33 EXISTING MUSICAL COMPOSITIONS**

It is agreed with respect to any musical composition not first produced or composed in the performance of work under this contract but which is incorporated into any motion picture, or television film or filmstrip, live or recorded television or radio spot, or other production furnished hereunder, the license granted under the "Rights in Data" clause of the contract shall be limited solely to the motion picture, or television film or filmstrip, live or recorded television or radio spot, or other production which incorporates such musical composition.

### **H.34 NATIONWIDE MUSIC PERFORMANCE RIGHTS**

When newly composed or produced music is incorporated into any motion picture or television film or film strip, live or recorded television or radio spot, or other production furnished hereunder, the Contractor shall furnish the Government a nationwide music performance rights license which shall enable the Government and others to reproduce, distribute, publish, exhibit and transmit the motion picture, or television film or film strip, live or recorded television or radio spot, or other production, at any time and at any place, and by any method or medium of projection or transmission, such methods, or medium including those electrical, mechanical and otherwise, and including communications satellite systems, radio and television.

### **H.35 EXHIBITION RIGHTS**

Any advertisement, commercial, motion picture or television film or filmstrip, live or recorded television or radio spot, or other production ordered hereunder will be exhibited or used by the Government or others on a non-sponsored or non-profit basis only. Proposals submitted hereunder shall include the cost of acquisition of only those rights and release instruments as are necessary for such non-sponsored or non-profit exhibitions.

### **H.36 REPRODUCTION MATERIALS**

- (a) All end and finished products produced under this contract become the property of the Government.
- (b) All mechanical devices produced by the Contractor in the performance of this contract, such as elector-late, engravings, and root-prints shall be the property of and be delivered to the Government; however, the devices will remain in the custody of the Contractor for the duration of the contract or any extension thereof unless notified otherwise by the COR.
- (c) All camera-ready materials produced by the Contractor in the performance of this contract, such as mechanicals and photos, in their entirety shall be the property of the Government. Photographs, slides, film footage, trims and cuts, excess to the final accepted product, shall be the property of the Government. All materials will be maintained by the Contractor during the

course of the contract, and turned over to the Government or to a subsequent Contractor by order of the COR.

### **H.37 NONPAYMENT OF UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of its own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

### **H.38 SUBCONTRACTS**

The Government reserves the right to recommend potential sources for subcontracts to whom solicitations must be mailed during the performance of this contract.

### **H.39 CONFLICT IN TERMS**

Any conflict between any order and any term or condition of the contract must be immediately reported to the Contracting Officer. The terms and conditions of the Requirements Contract shall take precedence over the language of any order.

### **H.40 TERMINATION OF ORDERS**

The Government retains the right to terminate or stop work on any order and will negotiate an equitable adjustment in the order price for work performed. Upon such termination, the Contractor shall deliver to the Government all documents, printouts, file listings, tapes and record listings produced by or provided to, the Contractor. Further, the Contractor shall deliver to the Government the documentation for all audio, video or print items written or modified by the Contractor during the course of performing the order.

### **H.41 SECTION 508 OF THE REHABILITATION ACT OF 1975, AS AMENDED**

Any electronic and information technology products delivered under this contract must comply with applicable requirements of Section 508 of the Rehabilitation Act of 1975, as amended. Section 508 ensures that individuals with disabilities who seek information or services from a Federal agency access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities. The contractor will provide Voluntary Product Accessibility Template (VPAT) statements for applicable products.

**[End of Section H]**

## SECTION I – CONTRACT CLAUSES

### I.1 ORDER CLAUSES

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), this Requirements Contract cannot predetermine all the contract provisions/clauses for future individual orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all orders placed against this Requirements Contract, based on their specific contract type (e.g., Firm Fixed Price, Labor Hour, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the order solicitation is issued.

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

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at [www.arnet.gov/far](http://www.arnet.gov/far).

### I.3 CAR 1352.102- INCORPORATING PROVISIONS AND CLAUSES

As stated in the FAR, provisions and clauses should be incorporated by reference in solicitations and contracts to the maximum practical extent, rather than being incorporated in full text. Incorporation by reference is the listing only by title, regulatory citation, and date of the provision or clause. The full text of the referenced solicitation provision or contract clause is contained in the Code of Federal Regulations (CFR). FAR provisions and clauses are located at 48 CFR chapter 1 and CAM provisions and clauses are located at 48 CFR chapter 13.

### I.4 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at [www.arnet.gov/far](http://www.arnet.gov/far).

The following FAR clauses are incorporated by reference:

- 52.202-1 – DEFINITIONS (NOV 2013)
- 52.203-3 – GRATUITIES (APR 1984)
- 52.203-5 – COVENANT AGAINST CONTIGENT FEES (MAY 2014)
- 52.203-6 – RESTRICTIONS ON SUBCONTRACTOR SALE TO THE GOVERNMENT (SEPT 2006)
- 52.203-7 - ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-8 – CANCELLATION, RECISSION, AND RECOVER OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 – PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

- 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
- 52.203-12 – LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 – CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- 52.203-14 – DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
- 52.203-15 – WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010)
- 52.203-16 – PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-2 – SECURITY REQUIREMENTS (AUG 1996)
- 52.204-3 – TAXPAYER IDENTIFICATION (OCT 1998)
- 52.204-4 – PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)
- 52.204-7 – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.204-8 – ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
- 52.204-12 – DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 – SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 52.204-15 – SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
- 52.204-16 – COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
- 52.204-19 – INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.207-5 – OPTION TO PURCHASE EQUIPMENT (FEB 1995)
- 52.208-9 – CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)
- 52.209-2 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEC 2014)
- 52.209-5 – CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)
- 52.209-6 – PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- 52.209-9 – UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.209-10 – PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)
- 52.210-1 – MARKET RESEARCH (APR 2011)
- 52.211-5 – MATERIAL REQUIREMENTS (AUG 2000)
- 52.214-34 – SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 – SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- 52.215-2 – AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
  - ALTERNATE I (MAR 2009)
  - ALTERNATE II (APR 1998)
  - ALTERNATE III (JUNE 1999)
- 52.215-8 – ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.216-7 – ALLOWABLE COST AND PAYMENT (JUN 2013)
- 52.216-21- REQUIREMENTS (OCT 1995)
- 52.217-2 – CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
- 52.217-5 – EVALUATION OF OPTIONS (JULY 1990)
- 52.219-8 – UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
- 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)
  - ALTERNATE II (OCT 2001)
- 52.219-28 – POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
- 52.222-1 – NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-3 – CONVICT LABOR (JUNE 2003)
- 52.222-4 – CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2014)
- 52.222-17 – NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
- 52.222-19 – CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-22 – PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
- 52.222-24 – PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.222-25 – AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
- 52.222-26 – EQUAL OPPORTUNITY (APR 2015)
- 52.222-29 – NOTIFICATION OF VISA DENIAL (APR 2015)
- 52.222-35 – EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- 52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
  - ALTERNATE I (JUL 2014)
- 52.222-37 – EMPLOYMENT REPORTS ON VETERANS (OCT 2015)
- 52.222-38 – COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

- 52.222-40 – NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-41- SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
- 52.222-50 – COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
- 52.222-55 - MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- 52.223-3 – HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 52.223-5 – POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-6 – DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-10 – WASTE REDUCTION PROGRAM (MAY 2011)
- 52.223-12 – REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
- 52.223-15 – ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- 52.223-17 – AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- 52.223-18 – ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.223-19 – COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
- 52.224-1 – PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 – PRIVACY ACT (APR 1984)
- 52.225-1 – BUY AMERICAN—SUPPLIES (MAY 2014)
- 52.225-3 – BUY AMERICAN—FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (MAY 2014)
- 52.225-8 – DUTY-FREE ENTRY (OCT 2010)
- 52.225-13 – RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 – INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.225-18 – PLACE OF MANUFACTURE (MAR 2015)
- 52.225-19 – CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)
- 52.225-25 – PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (OCT 2015)
- 52.225-26 – CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013)
- 52.227-1 – AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-3 – PATENT INDEMNITY (APR 1984)
- 52.227-5 – WAIVER OF INDEMNITY (APR 1984)
- 52.227-9 – REFUND OF ROYALTIES (APR 1984)

- 52.227-14 – RIGHTS IN DATA—GENERAL (MAY 2014)
- 52.227-17 – RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)
- 52.228-5 – INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-3 – FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.232-1 – PAYMENTS (APR 1984)
- 52.232-7 – PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
- 52.232-8 – DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-9 – LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-11 – EXTRAS (APR 1984)
- 52.232-12 – ADVANCE PAYMENTS (MAY 2001)
- 52.232-16 – PROGRESS PAYMENTS (APR 2012)
- 52.232-17 – INTEREST (MAY 2014)
- 52.232-18 – AVAILABILITY OF FUNDS (APR 1984)
- 52.232-19 – AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
- 52.232-23 – ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-25 – PROMPT PAYMENT (JUL 2013)
- 52.232-33 – PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-36 – PAYMENT BY THIRD PARTY (MAY 2014)
- 52.232-37 – MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
- 52.232-39 – UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.233-1 – DISPUTES (MAY 2014)
  - ALTERNATE I (DEC 1991)
- 52.233-2 – SERVICE OF PROTEST (SEPT 2006)
- 52.233-3 – PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 – APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 – PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 – CONTINUITY OF SERVICES (JAN 1991)
- 52.237-9 – WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (MAY 2014)
- 52.237-10 – IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)
- 52.239-1 – PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 – NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 – PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-4 – CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 – BANKRUPTCY (JULY 1995)
- 52.243-1 – CHANGES—FIXED PRICE (AUG 1987)
- 52.243-3 – CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)

- 52.243-6 – CHANGE ORDER ACCOUNTING (APR 1984)
- 52.243-7 – NOTIFICATION OF CHANGES (APR 1984)
- 52.244-2 – SUBCONTRACTS (OCT 2010)
- 52.244-5 – COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 – SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015)
- 52.245-1 – GOVERNMENT PROPERTY (APR 2012)
- 52.245-2 – GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 – USE AND CHARGES (APR 2012)
- 52.246-4 – INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)
- 52.246-6 – INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
- 52.246-25 – LIMITATION OF LIABILITY—SERVICES (FEB 1997)
- 52.249-2 – TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-4 – TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 – DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.251-1 – GOVERNMENT SUPPLY SOURCES (APR 2012)
- 52.253-1 – COMPUTER GENERATED FORMS (JAN 1991)

#### **I.4.1 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart [42.15](#);
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the

Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

#### **I.4.2 FAR 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 orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the effective day of the contract.

(b) All delivery orders or orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or order and this contract, the contract shall control.

(c) If mailed, a delivery order or 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 Schedule.

(End of clause)

#### **I.4.3 FAR 52.216-19 – Order Limitations (Oct 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 20,000 hours of direct labor;

(2) Any order for a combination of items in excess of 20,000 hours of direct labor; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order

limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **I.4.4 FAR 52.216-21- Requirements (Oct 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this Requirements Contract after the last issued Orders period of performance.

(End of clause)

#### **I.4.5 FAR 52.217-8 – Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the current period of the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not

exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract expiration.

(End of clause)

**I.4.6 FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR2000)**

a. The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to the first day of the option period. The preliminary notice does not commit the Government to an extension.

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

c. The total duration for this contract, including the exercise of any options under this clause, shall not exceed six (6) years.

(End of clause)

**I.5 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

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

(End of Clause)

**I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APRIL 1984)**

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

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

(End of Clause)

**[End of Section I]**

**SECTION J – LIST OF ATTACHMENTS**

- J.1. Designated Market Area (DMA) Exercise
- J.2. Similar Experience Matrix Template
- J.3. Representation and Certification Addendum
- J.4. Past Performance Questionnaire
- J.5. 2020 Census Operational Plan
- J.6. U.S. Census Bureau Style Guide
- J.7. Pricing Tables for Project Management
- J.8. Pricing Tables for the Designated Market Area (DMA) Exercise
- J.9. 2020 Census Integrated Communications Contract Labor Categories and Rates  
Price Proposal Template (Rate Card)

**[End of Section J]**

## SECTION K – REPRESENTATIONS AND CERTIFICATIONS

### K.1 FAR 52.207-4 SYSTEM for AWARD MANAGEMENT (JUL 2013)

As directed by the Executive Office of the President, Office of Management and Budget memoranda dated April 5, 2005, Contractors are now required to complete and keep updated the representations and certifications via SAM at <http://sam.gov>.

### K.2 FAR 52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition are 541910, 541820, 541613, 541810 and 541611.

(2) The small business size standard is \$15 million.

(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)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer:  
[*Contracting Officer check as appropriate.*]

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

\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**[End of Section K]**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 TYPE OF CONTRACT (FAR 52.216-1)**

The Government anticipates awarding a single Requirements Contract type, issuing orders against which are either firm fixed price (FFP) or time and materials (T&M) orders, or a combination thereof.

**L.2 FAR 52.252.5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation (CAR) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.
- (c) CAR 1352.209-70 – POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
  - (a) There is a potential organizational conflict of interest (*see* FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to vendors currently under contract with the U.S. Census Bureau performing communications and project management support. Accordingly:
    - (1) Restrictions are needed to ensure that any support provided during the requirements outlined in the paragraph above are not directly related in any way to the outcomes expected throughout this procurement (refer to Section F.2).
    - (2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.
  - (b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.
  - (c) The organizational conflict of interest clause in this solicitation may not be modified or deleted.

(End of clause)

**L.3 CAR 1352.215.72 INQUIRIES (MAR 2010)**

All questions concerning this solicitation shall be submitted in writing via e-mail to: [acq.2020.comm@census.gov](mailto:acq.2020.comm@census.gov). Questions on the draft Request for Proposal (RFP) must be received no later than 3:00 p.m. (EST) on December 28, 2015. Government anticipates to respond to questions on the draft RFP in writing on or around January 8, 2016, without identification of the questioner. Questions on the final RFP must be received no later than 10:00 a.m. (EST) on January 25, 2016. Government anticipates to respond to questions on the final RFP in writing on or around January 27, 2016 and included in an amendment to the solicitation, without identification of the questioner, as necessary. Only the question responses due for the Final RFP will be included in the amendment to the solicitation and will govern performance of the contract.

(End of clause)

**L.4 OVERVIEW OF THE ACQUISITION PROCESS**

The anticipated acquisition schedule milestones for submission of proposals and evaluations are list below and are subject to change:

Date(s)	Activity
December 11, 2015	Census Bureau issues draft Request for Proposal (RFP)
December 18, 2015	Census Bureau holds Pre-Solicitation Conference and Vendor Expo
December 28, 2015	Vendors submit questions to the Census Bureau on the draft RFP
January 8, 2016	Census Bureau issues written responses to questions on the draft RFP
January 21, 2016	Census Bureau issues final RFP
January 25, 2016	Vendors submit questions to the Census Bureau on the final RFP
January 27, 2016 ( on or around)	Census Bureau issues written responses to questions on the final RFP
February 22, 2016	Offerors submit written proposals to the Census Bureau (See Table L.1 for all dates)
March 25, 2016	Census Bureau announces competitive range determination (See Section L.8)
April 11 to May 5, 2016	Census Bureau conducts oral presentations and discussions (See Sections L.9 and L.10)
May 20, 2016	Offerors submit final proposal revisions to the Census Bureau
May 23 to July 15, 2016	Census Bureau conducts final evaluation and consensus
August 17, 2016	Census Bureau makes source selection (award) announcement (See Section L.15)

**L.5 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**

(a) The offeror shall confine the submissions to the established page limitations for each volume,

as described in Table L.2. All pages in excess of the maximum number of pages stated will not be evaluated.

- (b) The offeror's written proposal shall be prepared in Microsoft Word format (Microsoft Word 2010) and delivered in Adobe Acrobat PDF format (Adobe Acrobat XI Pro).
- (c) The offeror's written proposal shall be prepared on standard 8.5 by 11 inch pages. The proposal pages shall be bound along the left side and numbered on the bottom, right side. 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 and the bottom and on each side. 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, 12 point font. However, text included in figures or graphics in the written proposal may be reduced to 9 point font, times new roman. Table text must maintain 12 point font. Should the proposal require foldout pages for graphics, one foldout page shall not exceed 17 by 11 inches. Foldouts will be counted as two (2) pages, regardless of size, and subsequent page numbering must be adjusted appropriately.
- (e) For spreadsheet text in the Price Proposal (Volume 7), any font and size are permitted.
- (f) The offeror shall submit seven (7) hard copies of the written proposal (for all seven volumes). There shall be one (1) original hard copy of the written proposal and six (6) copies. There shall be (7) DVDs (electronic version) with each volume on its own DVD.
- (g) Each hard copy volume shall be bound in a separate three-ring binder of minimum size to contain the material. A binder cover page shall be affixed to the outer cover of each volume that clearly identifies each volume with the volume number and name, copy number (i.e., original 1 of 1 and copy 1 of 6, etc.), solicitation number, date of submission, and offeror's name. 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. Each volume must include a binder cover page, table of contents, list of figures, and glossary and do not count toward the page limits in Table L.2.
- (h) For the electronic version, each volume must be placed on one (1) DVD. DVDs must be readable on an IBM PC-compatible system running Windows Server 2008R2.
- (i) Each DVD shall be clearly labeled, and each label shall state the following:
  - Offeror's name
  - Solicitation number and name (2020 Census Integrated Communications Contract)
  - Date of the submission
  - Proposal volume contained on the DVD. The name and number of the volume shall be identified.

- (j) If more than one DVD is required for a volume, each DVD shall be labeled as Disk "x" of "y" (e.g., Disk 1 of 2).
- (k) If there are any discrepancies between the electronic version and the original hard copy version submitted in response to this RFP, the original hard copy version shall take precedence.
- (l) ***The offeror shall submit their initial proposals by the time and date specified in Table L.1, Written Proposal Delivery Schedule.*** It is important that the offer is sealed and the outer envelope or wrapping of the offer is addressed as follows:

Postal Delivery (regular mail) address:

U.S Census Bureau  
 Attn: ACQ Division, Cory Harris, CO  
 4600 Silver Hill Road, Room 2J252F  
 Washington, D.C. 20233  
 Solicitation No.: COMM-16-BC-2020

FedEx, UPS or similar delivery services\*:

U.S. Census Bureau  
 Attn: ACQ Division, Cory Harris, CO  
 4600 Silver Hill Road, Room 2J252F  
 Suitland, MD 20746  
 Solicitation No.: COMM-16-BC-2020

\*If sent via FedEx, UPS or similar delivery services, offers must be delivered to the physical address above by the time and date specified in Table L.1.

**NOTE:** Failure to mark the outer cover of the package could be the cause of the offer being misdirected and received too late at the required destination shown above.

If hand carried, offers must be delivered to the address identified above for FedEx, UPS or similar delivery services, by the time and date specified in Table L.1.

- (m) Offers received at the destination above after the time and date specified for receipt shall be considered non-compliant and therefore will not be evaluated and considered for award.

**L.6 CAR 1352.215-70 WRITTEN PROPOSAL INSTRUCTIONS**

- (a) The Government will evaluate the offeror’s proposed solution to determine the extent to which it meets the Request for Proposal (RFP). To aid in evaluation, the proposal shall be clearly written, neatly presented, indexed, and assembled in accordance with Table L.2. Merely repeating the requirements set forth in Section C and stating they will be accomplished without discussing how they will be accomplished is not acceptable. It will not be acceptable for the offeror to state, “Have read, understand, and will comply.”
- (b) Each offeror shall submit seven volumes as their proposal, which shall be divided and clearly marked as follows:

Volume 1 – Technical Approach  
 Volume 2 – Management Approach

Volume 3 – Designated Market Area (DMA) Exercise  
Volume 4 – Participation Plan  
Volume 5 – Small Business Subcontracting Approach  
Volume 6 – Similar Experience, Key Personnel, and Past Performance  
Volume 7 – Price

- (c) An offeror who fails to submit a written proposal in its entirety (Volumes 1 through 7) at the time of proposal submission will be rejected from further consideration.
- (d) A maximum of two (2) pages for an Executive Summary of the information contained in each volume shall be included at the beginning of each volume. The information provided in the Executive Summary shall not introduce any new marketing literature or any other extraneous information and will not be evaluated. (Table L.2 summarizes written proposal format and content.)
- (e) The offeror shall submit only the information required in each volume in response to this RFP. Marketing and product literature, product and marketing videos, catalogs, manuals, product literature, or other extraneous information, either electronic or hard copy, provided with the proposal or at the oral presentation will not be reviewed or utilized in the evaluation. (See Section L.9).
- (f) Table L.2 summarizes the content to be proposed and provides the maximum number of pages allowed for each volume of the written proposal.

#### **L.6.1 Volume 1 – Technical Approach**

Technical Approach is defined as the offeror’s approach, skills, processes, and methodologies, as well as ability, to successfully perform all work required, as described in Section C of the RFP.

In this volume, the offeror shall provide a description of its technical approach for fulfilling the requirements for the contract, addressing at a minimum the following aspects:

- (a) Understanding of the mission, values, and goals of the 2020 Census (See Section C.3) and 2020 Census Integrated Communications Contract’s requirements.
- (b) Technical approach to successfully perform all requirements of the contract, as defined in Section C.5 of the RFP. The offeror shall address how it will leverage the relevant knowledge and lessons learned from similar past experiences to the 2020 Census Integrated Communications Contract.
- (c) Technical approach to integrate a multidisciplinary program and communications components and channels (i.e., advertising, media, public relations, special events, new and emerging technologies, etc.)
- (d) Technical approach to reach numerous and diverse audiences and in multiple languages.

(e) Approach to buying media in bulk and providing cost efficiencies to the Government.

**L.6.2 Volume 2 – Management Approach**

The Management Approach is defined as the offeror's processes and methodologies, as well as intentions, in regards to the management of the project. This includes, but is not limited to, the application of resources, techniques, and managerial skills to project activities to meet contract (order) requirements. Order management shall be further defined in each order that is exercised after award of the contract.

The offeror's Management Approach shall be addressed in a Project Management Plan, as described below. The plan shall cover: 1) how the offeror intends to manage the personnel working on the contract; and 2) how the offeror intends to manage the work of the contract. The plan shall include at a minimum:

- (a) The offeror's planned process, procedures, and policies for integrating large numbers of staff, principally addressing integration of multiple, geographically dispersed members of the contractor team and various Census Bureau groups and stakeholders, promoting the participation from all, and ensuring overall program quality, cohesiveness, and message consistency.
- (b) The offeror's planned process for submitting deliverables and materials to the Government and managing the multiple schedules for the contract to ensure the contract stays on schedule. The process shall account for review and approval processes, as well as delivery of final products. The proposal shall specify technologies, tools, and/or methodologies, and document formats to be employed as part of the process.
- (c) The offeror's proposed internal quality standards and processes for managing overall project performance on a regular basis to provide confidence that the project will satisfy the specified standards. The plan shall also allow for monitoring project results to determine their compliance with Government standards and requirements, and identify and correct errors as well as identify ways of eliminating causes of unsatisfactory performance.
- (d) The offeror's plan for mitigating and/or managing risks, both in proactive and reactive modes. The offeror shall identify any foreseen risks for the 2020 Census Integrated Communications Contract and propose its prevention and/or management processes, techniques, and tools in response to them.
- (e) The offeror's processes for developing, monitoring, and reporting on the budget for the contract and individual orders to ensure the work stays within budget and budget requests are completed in a consistent, accurate, and timely manner.
- (f) The offeror's plan for measuring the work of the contract in real-time to ensure objectives are being met and to allow for real-time course correction as needed.
- (g) For Representations, Certifications, and Other Statements of Offerors, the offeror shall copy and complete paragraph (c) of FAR provision 52.204-8, as identified in Section K.1 and K.2

(see Attachment J.3).

### **L.6.3 Volume 3 – Designated Market Area (DMA) Exercise**

The offeror shall provide a solution to the DMA Exercise, as defined in Attachment J.1. This includes both the technical approach and cost estimate for the exercise. The offeror shall refer to the attachment for specific instructions on how to complete and submit their response to the exercise in Volume 3 of the written proposal.

### **L.6.4 Volume 4 – Participation Plan**

The Offeror shall submit a Participation Plan as part of their written proposal. This shall include a description of the entire core team that the offeror has assembled as part of the proposal including both large and small businesses and including the socio-economic status of each. Offerors shall identify all vendors that are part of their core team and the work each vendor will specialize in, including their functional roles and responsibilities during the performance of the contract.

At a minimum, the Participation Plan shall include:

- (a) Identification of the functions and performance areas to be subcontracted to large businesses as part of the core team.
- (b) Identification of the functions and performance areas to be subcontracted to small businesses as part of the core team.
- (c) A description of each company on the core team, their socio-economic status, and their experience in their area of responsibility.
- (d) The offeror's planned management team organizational structure for the 2020 Census Integrated Communications Contract, keeping in mind the large numbers of staff involved both from the Contractor, the core team of companies, and other subcontractors, and from various Census Bureau groups. Include individuals' authority, roles, responsibilities, and internal reporting relationships.
- (e) Any other information on core team companies that the offeror believes will be of interest to the government in evaluating the Participation Plan.

The Government expects to see small businesses identified as part of the core team of companies in the Participation Plan with responsibility for essential tasks (or critical components of work) in the contract in order to provide valuable opportunities for small business concerns.

### **L.6.5 Volume 5 – Small Business Subcontracting Approach**

The offeror shall submit a Small Business Subcontracting Plan for this acquisition. The plan must be submitted in accordance with FAR Part 19, with specific attention paid to FAR 19.7 and FAR

52.219-9, alternated II.

In the plan, the offeror shall propose goals for the use of small businesses for each category below, expressed in terms of percentages of total contract value for this contract.

Small Businesses (inclusive of all below)	_____%
Small disadvantaged businesses	_____%
8(a) businesses	_____%
Women-owned small businesses	_____%
HUBZone small businesses	_____%
Veteran-owned small businesses	_____%
Service-disabled veteran-owned small businesses	_____%

The offeror is strongly encouraged to propose small business subcontracting goals to the maximum extent possible (see Section C.7). The offeror shall provide a detailed explanation in the proposal to support the small business subcontracting goals proposed and ensuring the Government that it is committed to achieving the goals proposed in its Small Business Subcontracting Plan.

At a minimum, the plan shall clearly identify the percentage and the type of work/function estimated to be subcontracted for each small business category, and the process for selecting small business subcontractors. It shall include plans to include and involve small businesses during the performance of the contract and promote their participation within the contract. It shall also include all small businesses identified as part of the core team along with plans to mentor emerging small businesses with a detailed explanation.

**L.6.6 Volume 6 – Similar Experience, Key Personnel, and Past Performance**

Volume 6 of the written proposal shall be comprised of three sub-volumes, as defined below:

(a) Sub-Volume 6.1 – Similar Experience

Sub-Volume 6.1 shall present evidence of the offeror’s and its core team’s (as outlined in the Participation Plan) similar experience on up to five (5) campaigns and programs performed in the past five (5) years. Contracts of similar size, scope, and complexity to the 2020 Census Integrated Communications Contract are strongly preferred. This includes contracts that are national in scope, include a variety of targeted audiences, have multiple in-language needs, and are inclusive of areas listed in Section C.4 – Scope of Work of the RFP.

Attachment J.2 provides the Similar Experience Matrix Template that shall be used for all similar experience projects. The format may not be modified except to expand boxes to accommodate additional text. Each portion of the template may be expanded at the offeror’s discretion, so long as the total pages for each project reference does not exceed four (4) pages. When completing the matrix, the offeror shall maintain the topic of each box, but shall delete the description of each box provided by the Government. No additional items beyond the required content may be added to the template.

Each one of the up to five (5) campaigns and programs presented must have been performed with the involvement of at least one (1) of the Key Personnel proposed for the 2020 Census Integrated Communications Contract. Similar experience information shall be included for offeror-selected federal, state, local, and tribal government, or commercial contracts. The offeror may include contracts on which the offeror, or any proposed “core team” company, have performed or is performing work, as a prime contractor, program/project lead, or as a subcontractor.

When the offeror consists of a team of companies, similar experience for the prime contractor must be provided for at least two (2) similar experience projects, one of which is from a Federal government contract, if available.

(b) Sub-Volume 6.2 – Key Personnel

It is the offeror’s discretion as to which positions they designate and propose as Key Personnel. Specifically, the Government desires a mix of Key Personnel with relevant experience in the development, integration, and implementation of national communications campaign(s) or program(s), including reaching racial and ethnic groups and other audiences, using numerous tactics and logistical considerations.

The offeror shall designate Key Personnel that will work on the 2020 Census Integrated Communications Contract, either from the prime contractor or its core team companies. The offeror’s Key Personnel are subject to the Key Personnel provisions of Section H.1. While personnel are not required to be cleared by the Government at the time proposals are submitted, the offeror shall ensure that all Key Personnel proposed will be able to successfully complete the Government’s clearance process at contract award.

The following documents shall be submitted for each offeror’s Key Personnel:

*Key Personnel Resume*

The offeror shall provide resumes for each person designated as Key Personnel, providing only relevant experience information. Resumes shall include information on each individual’s work experience (including the name of employers and dates of employment); relevant training; production and publications credits; and awards, if any. Offerors are advised that the Government is interested in relevant experience only associated with the requirements of this contract, and should utilize only the space required to convey this information. Resumes are not to exceed three (3) pages, and shall contain:

- Full name
- Job title for which the individual is proposed
- Education qualifications
- Chronological work experience relevant to this contract
- A brief narrative description of the work experience
- Relevant training, production and publications credits, and awards (if any)

- Name and contact information of two (2) Government or commercial contract references
- A dated, signed statement by the individual certifying information on resume is accurate

*Key Personnel Letters of Commitment*

The offeror shall provide letters of commitment that provide evidence of the corporate intent to commit these Key Personnel in service to the 2020 Census Integrated Communications Contract from the date of contract award through the completion of the applicable work. A letter of commitment shall include the name of the person whose resume is provided, and an indication of the percentage of time the employee will be assigned to all phases of this contract.

In addition, the letter of commitment shall certify that the Government shall have full access to Key Personnel as required by the Government. A corporate official and each Key Personnel shall sign the commitment letters. Letters should be scanned for insertion into the proposal and are limited to one (1) page each.

(c) Sub-Volume 6.3 – Past Performance

The offeror shall submit in the proposal a list of offeror's past performance references, with contact information (e-mail address, telephone number, and mailing address), from whom a Past Performance Questionnaire has been requested. For each Similar Experience provided in Sub-Volume 6.1, a Past Performance Questionnaire shall be received. A maximum of five (5) past performance references shall be provided with work conducted within the past five (5) years.

Any information provided by the offeror's referenced customer is subject to verification and validation by the Government during the evaluation process.

Attachment J.4, Past Performance Questionnaire, provides the questionnaire to be sent to the offeror's references. Evaluations shall be completed by the Contracting Officer, contracting officer's representative, or contract manager of each referenced campaign, or by an official or supervisor directly involved and knowledgeable of the offeror's performance for the referenced campaign or program. The format may not be modified except to expand boxes to accommodate additional text. No additional items beyond the required content may be added to the template.

The offeror shall contact past performance references directly and request that they complete and submit the attached past performance questionnaires to the Government no later than February 22, 2016. The offeror shall request that the past performance references return completed questionnaires directly to the Government in accordance with Table L.1, Written Proposal Delivery Schedule, and Instructions to *Evaluator* section of the Past Performance Questionnaire (See Attachment J.4).

After February 24, 2016, the Government will follow-up with references of non-received past performance questionnaires to facilitate receipt of the questionnaires.

**L.6.7 Volume 7 – Price**

The price proposal shall be consistent with and support the other sections of the written proposal. All commitments in the technical proposal that affect the offeror's price proposal shall be discussed and quantified in the price proposal.

An offeror's proposal is presumed to represent its best efforts in responding to the solicitation. Inconsistencies between promised performance and price shall be explained in the proposal. For example, if the intended use of a new and innovative production technique is the basis for an abnormally low estimate, the nature of these techniques and their effect on price should be explained. If a corporate policy decision has been made to absorb a portion of the estimated price, it should be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental issue as to the offeror's understanding of the nature and scope of the work required and of its financial ability to perform the contract. The burden of proof as to price credibility rests with the offeror.

The offeror shall provide their firm fixed price (FFP) for labor for overall project management for the entire lifecycle of the contract. This shall include labor from all core team (inclusive of prime and subcontractors) who will provide project management services over the entire lifecycle of the contract to manage and support the 2020 Census Integrated Communications Contract. For purposes of providing the FFP for project management, see Section C.5.13 for a description of the requirements. The offerors shall assume an estimated lifecycle budget for the entire contract of \$415,000,000. See Attachment J.7 for the pricing tables for project management.

In addition, the offeror shall provide their FFP for labor for the DMA Exercise. See Attachment J.1 for the technical description of the DMA Exercise. See Attachment J.8 for the pricing tables for the DMA Exercise.

Prices shall be rounded to the nearest dollar.

The Price Proposal is not subject to page limitations. However, the offeror shall include only information that is pertinent to pricing matters. Volume 7 of the written proposal shall be comprised of the following sub-volumes, as defined below:

(a) Sub-Volume 7.1 – Price – General Information

This section shall contain:

1. Offeror's current financial status and plans relative to this contract, including information documenting its financial condition and financial capability to conduct a project of the type and magnitude of this contract, including buying media in bulk. This information shall be provided at both the corporate level and the lowest level pertinent to the offeror's financial condition. If the offeror is a division, subsidiary, or other business affiliate of a firm for which the financial information is submitted, the financial relationship between the parent

and affiliate should be clearly described. Include, at a minimum, the following information:

- Name and location of the company and all its divisions, highlighting the division(s) expected to perform the effort.
  - Other pertinent information on financial resources available to the company.
2. Approval of Business Systems The Prime Offeror shall provide a description of the financial systems to be employed to track all contract costs (e.g. labor, travel, media purchasing, materials, etc.), including cost tracking capabilities, reporting capabilities, and findings of any audits previously conducted to the systems. :
  3. Prime and Subcontractor Agreements – An offeror who intends to use a joint venture shall provide a copy of the joint venture plan/agreement.
  4. A statement of any known potential conflicts with existing efforts being performed under contracts or subcontracts. Thus, the offeror shall provide a brief narrative discussion of how a future conflict would be resolved so as to ensure that there is no interruption in the work performed under the contract (Refer to Section L.2 (c)).

(b) Sub-Volume 7.2 – Price Proposal

*Sub-Volume 7.2.1 – Price Proposal for Project Management*

The offeror shall complete and submit the Project Management Pricing Tables (see Attachment J.7) in response to this section, which shall include:

- Project Management Pricing Table #1 – Offeror’s proposed firm fixed price for labor for overall project management for the entire lifecycle of the contract. The proposed firm fixed price shall not include any travel costs or other direct costs (ODCs).
- Project Management Pricing Table #2 – All offeror’s proposed labor categories for project management, the burdened hourly labor rates for each one of the labor categories listed for all core team members (inclusive of prime and subcontractors) performing work on project management, and the estimated labor hours for each labor category for the overall period of Performance (base and all options). The purpose of this table is to provide the Government with an understanding of the offerors’ price of labor in relation to performing the defined work on similar tasks in the actual contract. The Government desires insight into all hourly labor costs used to determine the firm fixed price for project management.

*Sub-Volume 7.2.2 – Price Proposal for the DMA Exercise*

In addition, the offeror shall complete and submit the DMA Exercise Pricing Tables (see Attachment J.8) in response to this section, which shall include:

- DMA Exercise Pricing Table #1 – Offeror’s proposed firm fixed price for satisfying the requirements set forth in the Designated Market Area (DMA) Exercise, as defined in Section J.1. Offerors shall price their effort in accordance with the instructions provided in Section J.1. The proposed firm fixed price shall not include any travel costs or other direct costs (ODCs).
- DMA Exercise Pricing Table #2 – All offeror’s proposed labor categories to perform the DMA Exercise, the burdened hourly labor rates for each one of the labor categories performing work on the DMA Exercise, and the proposed hours for each labor category proposed, per the period of performance for the DMA Exercise. The purpose of this table is to provide the Government with an understanding of the offerors’ cost of labor in relation to performing the defined work on similar tasks in the actual contract. The Government desires insight into all hourly labor costs used to determine the firm fixed price for DMA Exercise. Future orders will be negotiated based on the actual labor estimate (and costs) for the defined work ordered at that time.
- DMA Exercise Pricing Table #3 – Offeror’s estimated Other Direct Costs (ODCs) for completing the DMA Exercise. This table is being used for budgetary purposes to assist the Government in estimating the cost of ODCs. ODCs under this contract will be as required and cannot be determined at this time. Offerors’ insight and estimates will assist the Government in planning for the contract.
- DMA Exercise Pricing Table #4 – Offeror’s estimated travel costs for completing the DMA Exercise. The Government anticipates the award of a Time and Material (T&M) order dedicated solely to travel expenses. This table is being used for budgetary purposes to assist the Government in estimating the cost for travel. Travel costs under this contract will be as required and cannot be determined at this time. Offerors’ insight and estimates will assist the Government in planning for the contract. Refer to sections B.4.3 and G.8 when completing this table.

(c) Sub-Volume 7.3 – Explanation of Pricing

This section is designed to provide a narrative discussion/explanation of all the assumptions made in developing the price proposal, completing all price tables, and to explain the rationale for the structure of the price proposal. The information provided shall include:

*Sub-Volume 7.3.1 – Explanation of Pricing for Project Management Price Proposal*

Explanation of Project Management Pricing Table #1

The offeror shall provide the basis for developing the firm fixed price proposed for project management, including labor and hours. All labor categories and rates utilized for developing the firm fixed price shall be in accordance with those proposed in Project Management Pricing Table #2.

Explanation of Project Management Pricing Table #2

The offeror shall provide the basis for each rate proposed for project management, including at a minimum:

- A description of each labor category proposed
- The skill level required to perform under each labor category

If various rates apply to the same labor category, the offeror shall clarify the reason for the difference.

*Sub-Volume 7.3.2 – Explanation of Pricing for the DMA Exercise Price Proposal*

Explanation of DMA Exercise Pricing Table #1

The offeror shall provide the basis for developing the firm fixed price proposed for the DMA Exercise, including labor categories, rates, and proposed labor hours. All labor categories and rates utilized for developing the firm fixed price shall be in accordance with those proposed in DMA Exercise Pricing Table #2.

Explanation of DMA Exercise Pricing Table #2

The offeror shall provide the basis for each rate proposed for the DMA Exercise, including at a minimum:

- A description of each labor category proposed
- The skill level required to perform under each labor category

If various rates apply to the same labor category, the offeror shall clarify the reason for the difference.

Explanation of DMA Exercise Pricing Table #3

The offeror shall provide a description for each ODC provided along with the rationale for that ODC as part of the solution to the DMA Exercise.

Explanation of DMA Exercise Pricing Table #4

The offeror shall provide the basis for the proposed cost estimated for travel, including at a minimum the amount of trips, locations, and number of staff per trip that are needed for the solution to the DMA Exercise.

Additional Information

The offeror can provide additional information that may not be found in other subsections, which

may include innovative techniques employed in the development of the price proposal. As long as the information contained in this subsection is related to the price proposal, the offeror is free to provide as much narrative discussion as they feel is needed to ensure the proper understanding of their price proposal.

(d) Sub-Volume 7.4a – Labor Rate Card

- Using Attachment J.9 – 2020 Census Integrated Communications Contract Labor Categories and Rates Price Proposal Template propose labor categories and burdened rates for each of the Requirements Contracts ordering periods. Proposed hourly rates shall be burdened hourly rates for each of the labor categories anticipated to provide services during the life of the contract. The Offeror shall propose a single labor rate per labor category proposed, which will be applied to all staff performing services under that labor category (e.g. all “Graphic Designers I” shall be charged at the same rate, regardless whether they are a prime staff or subcontractor).
- A detailed description of each labor category proposed, inclusive of years of experience, education/training, certifications, and similar.

The Contractor’s burdened labor rates included in Attachment J.9 apply for the base and option years of the contract, accordingly, and shall be used by the Contractor when pricing orders under the contract. Additional labor categories and rates may be negotiated at the order level on an individual basis and will be incorporated into the table as they are approved.

Explanation of Reasonableness of Proposed Labor Rates (Support to Attachment J.9)

The offeror shall provide a detailed description of the process used to determine the reasonableness and fairness for the rates proposed.

(e) Sub-Volume 7.4b – Material Handling Fee (see section B.4.2)

The Offeror shall propose the Material Handling Fee to be used during the life of the contract. This fee will be applied to all government approved material costs incurred by the Contractor during the performance of the contract.

**L.7 CLARIFICATIONS**

During the evaluation of the written proposal, the Government may request clarification of any areas that are unclear. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions as defined by FAR 15.306(d).

**L.8 COMPETITIVE RANGE DETERMINATION (FAR 15.306 (c))**

A competitive range determination will be made based on written proposals and evaluated against all of the evaluation factors, defined in Section M of this RFP. The Contracting Officer shall establish a competitive range comprised of all of the most highly rated proposals. Only those offerors who are determined to be in the competitive range will be scheduled to present an

oral presentation.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. (FAR 52.215-1 (f)(4)).

## **L.9 ORAL PRESENTATIONS**

In addition to the written proposal, offerors determined to be within the competitive range will make oral presentations to the Government. In the event there is a discrepancy between the written proposal and the oral presentation, the written proposal takes precedence.

The order of the presentations will be determined by a random drawing conducted by the Contracting Officer. The Government will notify offerors of the scheduled date and time for presentation of their oral proposal.

The oral presentation shall be sufficiently detailed, specific, and complete to enable the Government to evaluate the presentation thoroughly in accordance with Section M.3.1 through Section M.3.3 of the RFP, as well as the On-The-Spot Exercise. The offeror's representatives shall demonstrate by their presentation and by answers to Government questions that they understand the requirements and challenges of 2020 Census Integrated Communications Contract, and that they are capable of developing practicable and effective solutions to those requirements.

Oral presentations shall be conducted in accordance with the instructions set forth below and will be evaluated by the Government.

- (a) The offeror shall use PowerPoint slides as visual aids for its presentation. The offeror may use additional presentation formats (renderings, video, recordings, etc.) as deemed appropriate.
- (b) Eighteen (18) paper copies of the presentation material shall be provided to the Government at the beginning of the presentation.
- (c) There is no limit to the number of slides that may be presented during the oral presentations. However, only those slides and information provided during those slides that were presented will be considered as part of the presentation. The evaluation panel will ignore and not evaluate any slides not presented in the allotted time.
- (d) The Government will provide an On-The-Spot Exercise during the oral presentations that will be evaluated. This exercise is intended to simulate the type of environment the offeror and its core team will be working in during the course of the contract. The On-The-Spot Exercise will be the same for all offerors during the oral presentations.

**L.9.1 Logistics for the Oral Presentations**

- (a) The expectation is that two (2) working days will be required to complete the oral presentation and discussions at the prime contractor's location. No food and beverage shall be provided at the oral presentations.
- (b) The offeror and its core team will have three and one-half (3 ½) hours from 8:30 a.m. to 12:00 p.m. local time to provide their oral presentation to the Government, which will be held during the morning on the first day. Included in the three and one-half (3 ½) hours is 15 minutes at the beginning for Introductions and Opening Remarks and a fifteen (15) minute break. It is at the discretion of the offeror when to stop during the presentation to provide a fifteen (15) minute break. The offeror shall provide thirty (30) minutes for questions and answers (Q&A) after the completion of the oral presentation from 12:00 to 12:30 p.m. local time. The offeror shall provide a two (2) hour break for lunch from 12:30 to 2:30 p.m. local time at which point the Government personnel will leave the oral presentation facility.
- (c) During the lunch break, the offeror and representatives from the core team of companies will work on their solution to the On-The-Spot Exercise and how it will be presented to the Government. This exercise will be provided to the offeror by the Contracting Officer just prior to the Government leaving for the lunch break and will be the same for all offerors during the oral presentations. The offeror and its core team will have the two (2) hours during lunch to develop a solution to the On-The-Spot Exercise and how to present this solution to the Government. The offeror will have one and one-half (1 ½) hours from 2:30 to 4:00 p.m. local time for their presentation on the On-The-Spot Exercise with thirty (30) minutes from 4:00 to 4:30 p.m. allowed for questions from the Government as needed. It is at the discretion of the offeror who to include in the development and presentation of the solution to the On-The-Spot Exercise. However, they must be employees of the prime contractor or one of the core team of companies.
- (d) On the second day of oral presentations, the Government will meet with the offerors to conduct discussions. There will be a minimum of three (3) hours allotted for discussions from 9:00 to 12:00 p.m. local time. The offeror shall provide fifteen (15) minutes for a break during the three (3) hours. The Government will also hold discussions on the price proposal during this time, if needed, and the offeror must provide at least one (1) individual that can negotiate on the offeror's behalf. After discussions are held, the Contracting Officer will address when final proposal revisions will be submitted.
- (e) The offeror shall provide the facility/room in which the oral presentations are to be conducted. The Government strongly prefers that the oral presentations take place at the headquarters office of the prime contractor or the location where the bulk of the services will be performed. It does not have to be in the Washington, D.C. metropolitan area. . The facility shall be scheduled for two (2) consecutive days, following the dates provided by the Government. The facility shall be large enough to accommodate up to eighteen (18) Government personnel in addition to the offeror's oral presentation team, and a closed room for up to five (5) Government personnel and whomever the offeror has as part of discussions for Day 2 (refer to letter d above under Section L.9.1). The facilities shall be handicap

accessible.

- (f) The offeror shall provide written notice to the Contracting Officer of the location of the oral presentation facility within three (3) working days following notification by the Government of the date/time for the presentation. Included in this notice shall be the name and telephone number of the offeror's representative whom the Government should contact upon arrival at the facility, information concerning site access procedures (if required), information concerning parking location, a map of the facility (if required), building and room number, and any other logistical information that the offeror deems necessary. A list of nearby hotels and restaurants is also requested.
- (g) The offeror may use its choice of presentation equipment during the oral presentation.
- (h) The offeror shall be responsible for providing the presentation equipment, preparing it (setting it up) prior to the start of the presentations, and operating it during the presentation.
- (i) The offeror shall provide the Government with two (2) copies of a video (this includes audio) recording of the oral presentation at the conclusion of the presentation for evaluation and documentation purposes before the Government leaves on Day 1. Two (2) copies shall be provided on DVD-R format. No modifications to the content of the presentation whatsoever will be permitted, to include editing for any reason. It is not necessary to record Day 2.
- (j) The offeror may keep the original master version of the recording(s) for its own purposes.
- (k) The offeror shall be responsible for providing the recording equipment, set-up, personnel, media, and all other required equipment. The offeror must determine appropriate parameters for lighting, sound, and speaker placement prior to the start of presentation, as the oral presentation may not be halted for any reason once started. The offeror must ensure that the timing outlined for the oral presentations is followed.
- (l) The Government will allow up to thirty (30) minutes after the conclusion of the oral presentation for the offeror to complete the recording and copying process.

### **L.9.2 Participation and Attendance**

- (a) All personnel proposed as Key Personnel in Volume 6 of the written proposal shall be physically present in the oral presentation facility at the time of the oral presentations and have a speaking role during the oral presentations. All Key Personnel shall be fully qualified and capable to answer any technical questions the Government may have.
- (b) In addition, other members of the offeror's proposed core team may be present at the oral presentations and should be available to the Government during the questions and answers period.
- (c) One (1) company official who is authorized to negotiate on behalf of the offeror may be present during the oral presentation on Day 1, and must be present on Day 2.

- (d) The offeror shall provide staff to record (video, this includes audio) the oral presentations. (See Section L.9.1 (i) – (l).)
- (e) It is at the discretion of the offeror as to which presentation personnel, other than Key Personnel, present at the oral presentation.
- (f) There is no limit on the number of attendees to the oral presentations but they should be relevant to the presentation.

### **L.9.3 Topics to be Covered during Oral Presentations**

The volumes shall be addressed in the following order during the oral presentation, in accordance with the information provided by the offeror as part of the written proposal other than the On-The-Spot Exercise.

- (a) Technical Approach – At a minimum, the offeror shall show evidence of their understanding of the 2020 Census and 2020 Census Integrated Communications Contract’s requirements including their technical approach to successfully perform and satisfy all requirements as defined in Section C of the RFP.
- (b) Management Approach – At a minimum, the offeror shall discuss its Project Management Plan, giving particular emphasis to their approach on managing and integrating multiple subcontractors to the process. The offeror shall also discuss its proposed plan to coordinate and communicate with Census Bureau staff throughout the lifecycle of the contract and its plan to mitigate and manage risk.
- (c) Designated Market Area (DMA) Exercise – At a minimum, the offeror shall present an overview of its proposed technical approach in response to the DMA Exercise. The offeror is encouraged to present creative samples of their provided solution.
- (d) Participation Plan – At a minimum, the offeror shall provide an overview of its Participation Plan. The offeror shall discuss the large and small business identified as part of its core team, their roles and responsibilities, and their capabilities to perform the work. Special emphasis should be given to describing the choice of small businesses to be part of its core team and the justifications for these decisions.
- (e) Small Business Subcontracting Approach – At a minimum, the offeror shall discuss the key components of its Small Business Subcontracting Plan and the small business goals identified by the offeror in its written proposal.
- (f) Similar Experience, Key Personnel, and Past Performance – The offeror shall present and discuss similar experience project(s), key personnel, and past performance.
- (g) On-The-Spot Exercise – While not part of the written proposals, the offerors will be required to present its solution to the On-The-Spot exercise during the second half of Day 1. The On-

The-Spot Exercise will be the same for all offerors during the oral presentations.

**No price information** shall be included nor presented during oral presentations.

Table L.3, Oral Presentations Agenda, summarizes the requirements and time allotted for the oral presentation session.

#### **L.10 DISCUSSIONS WITH OFFERORS (FAR 15.306 (d))**

Discussions are exchanges between the Government and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. Discussions are tailored to each offeror's proposal, and shall be conducted by the Contracting Officer with each offeror within the competitive range.

This discussion period will allow the Government to clarify and discuss information provided in the written proposals. Discussions are conducted for purposes of covering any deficiencies, significant weaknesses, and any adverse past performance information to which the offeror has not yet had an opportunity to respond.

It is at the offeror's discretion who participates in the discussions. At least one (1) company official who is authorized to negotiate on behalf of the offeror shall be present during the discussions that will take place on Day 2. This person is not required to participate in the oral presentation nor discussion of technical issues on Day 1 but may do so at the discretion of the offeror.

#### **L.11 REVISIONS AND FINAL PROPOSAL REVISIONS (FAR 15.307)**

Except for the offeror's responses to Government requests for clarification, changes to the offeror's initial submittal will be accepted only when proposal revisions are requested by the Government, as defined below. Only offerors within the competitive range will submit final proposal revisions.

After oral presentations/discussions, each offeror within the competitive range shall submit in writing a revision to their proposal to document understandings reached during the discussions session, by the date specified by the Government. Once revisions are received from all offerors within the competitive range, the Contracting Officer may engage in further discussions, if necessary, until discussions are closed. After discussions are closed, the Government will conduct a final evaluation and consensus.

If an offeror's proposal is eliminated or otherwise removed from the competitive range, no further revisions to that offeror's proposal shall be accepted or considered by the Government.

Any changes to a proposal made by an offeror shall be accomplished by replacement pages with all changes clearly identified in red. Only changed pages need to be submitted to the Government. The offeror shall submit seven (7) hard copies of the replacement pages sorted by the appropriate volume of the proposal. There shall be one (1) original hard copy of the

replacement pages and six (6) copies.

Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the revision at the bottom of the changed page(s).

#### **L.12 DISPOSITION OF PROPOSALS**

After selection and contract award, unsuccessful proposals shall be disposed of as follows. One (1) copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed. Destruction certification will not be furnished. Absolutely no proposals will be returned to offerors.

#### **L.13 MINIMUM ACCEPTANCE PERIOD**

The Government requires a minimum acceptance period of three hundred and sixty-five (365) calendar days. Offerors allowing fewer than this period in the "offer" portion of SF-33, entitled "Solicitation, Offer, and Award," for acceptance by the Government will be rejected as non-responsive and unacceptable.

#### **L.14 ANTICIPATED AWARD DATE**

The anticipated contract award date is on or about *August 17, 2016*, but may be earlier or later than this date. The Government is not obligated to award the contract on this date. The anticipated effective date of the contract will be the award date of the contract.

#### **L.15 NOTIFICATION OF CONTRACT AWARD**

After the Government has selected the best value contractor, offerors will be notified of the decision via e-mail.

#### **L.16 POST AWARD DEBRIEFINGS (FAR 15.506)**

If a debriefing is desired, the unsuccessful offeror must request in writing a debriefing within three (3) working days after the award decision has been announced. These requests shall be sent to [acq.2020.comm@census.gov](mailto:acq.2020.comm@census.gov) and marked "[Company Name] – Request for Debriefing".

#### **L.17 CAR 1352.233-70 AGENCY PROTESTS (APR 2010)**

- (a) An agency protest may be filed with either (1) the Contracting Officer; or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999).
- (b) Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Census Bureau

Attn: ACQ Division, Cory Harris, CO  
4600 Silver Hill Road, Room 2J252F  
Washington D.C. 20233

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

U.S. Census Bureau  
Attn: ACQ Division, Michael Palensky, Protest Decision Authority  
4600 Silver Hill Road, Room 2J438  
Washington, D.C. 20233

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

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

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division – Room 5893  
Herbert C. Hoover Building  
14<sup>th</sup> Street and Constitution Avenue, NW  
Washington, D.C. 20230  
Attn: Lauren Didiuk, Esquire, Chief, Contract Law Division  
FAX: (202) 482-5858

(End of clause)

**L.18 CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTEST (APR 2010)**

- (a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
- (b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
- (c) Service upon the Contract Law Division Shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Contract Law Division – Room 5893  
Herbert C. Hoover Building  
14<sup>th</sup> Street and Constitution Avenue, NW  
Washington, D.C. 20230  
Attn: Lauren Didiuk, Esquire, Chief, Contract Law Division

FAX: (202) 482-5858

(End of clause)

**L.19 TABLES**

Table L.1 – Written Proposal Delivery Schedule

Table L.2 – Written Proposal Format

Table L.3 – Oral Presentation Agenda

**L.20 ATTACHMENTS**

Attachment J.2 – Similar Experience Matrix Template

Attachment J.3 – Representation and Certification Addendum

Attachment J.4 – Past Performance Questionnaire

<b>TABLE L.1 – WRITTEN PROPOSAL DELIVERY SCHEDULE</b>		
<b>Document</b>	<b>Delivery Date</b>	<b>Description</b>
List of Contractor’s Past Performance References (To be included as part of the written proposal)	February 22, 2016 By 2:00 p.m. EST	The list shall include a maximum of five (5) past performance references; at least one (1) from each similar experience being proposed. The list of part performance references shall be submitted with the written proposal.
List of Key Personnel’s Past Performance References (To be included as part of the written proposal)	February 22, 2016 By 2:00 p.m. EST	The list shall include two (2) references for each Key Personnel proposed. Although this information is on the resumes, the offeror shall submit a separate list of each Key Personnel’s part performance references with the written proposal.
Contractor’s Past Performance Questionnaires (submitted by references directly to the Government)	By February 22, 2016 By 2:00 p.m. EST	Each reference identified shall submit a completed Past Performance Questionnaire via e-mail to <a href="mailto:acq.2020.comm@census.gov">acq.2020.comm@census.gov</a> .

<p>Volume 1 – Technical Approach</p> <p>Volume 2 – Management Approach</p> <p>Volume 3 – Designated Market Area (DMA) Exercise</p> <p>Volume 4 – Participation Plan</p> <p>Volume 5 – Small Business Subcontracting Approach</p> <p>Volume 6 – Similar Experience, Key Personnel, and Past Performance</p> <p>Volume 7 – Price</p>	<p>February 22, 2016 By 2:00 p.m. EST</p>	<p>The Offeror shall submit one (1) original hard copy and six (6) hard copies and one (1) electronic copy (DVD-R) for each of the seven (7) volumes of their written proposal to the Government. If more than one (1) DVD is required for a volume, each DVD shall be labeled as Disk “x” of “y” (e.g., Disk 1 of 2, etc.)</p> <p>Each volume shall be rendered in an individual binder marked as Volume 1, Volume 2, Volume 3, and so forth. The original and copies shall all be placed in binders.</p> <p>For the electronic version, each volume shall be provided on a separate DVD.</p> <p>An electronic version of the sealed packages relating to price is not required.</p>
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<b>TABLE L.2 – WRITTEN PROPOSAL FORMAT</b>				
<b>Proposal Section</b>	<b>Title</b>	<b>Max. # pages</b>	<b>Special Instructions</b>	<b>Evaluation Reference</b>
<b>L.6.1</b>	<b>Volume 1 – Technical Approach</b>	30 pages	Executive Summary required at the beginning of Volume 1 not to exceed two (2) pages and not included as part of the maximum of 30 pages for this volume.	M.3.1

<p><b>L.6.2</b></p>	<p><b>Volume 2 – Management Approach</b></p> <p><i>Representations, Certifications, and Other Statements of Offerors (Attachment J.3 are to be included in this volume (not included as part of the 40 page maximum limit.)</i></p>	<p>40 pages</p>	<p>Executive Summary required at the beginning of Volume 2 not to exceed two (2) pages and not included as part of the maximum of 40 pages for this volume.</p> <p>The offeror shall provide a Project Management Plan as part of Volume 2.</p>	<p>M.3.1</p>
<p><b>L.6.3</b></p>	<p><b>Volume 3 – Designated Market Area (DMA) Exercise</b></p>	<p>30 pages (Not including creative samples)</p>	<p>Executive Summary required at the beginning of Volume 3 not to exceed two (2) pages and not included as part of the maximum of 30 pages for this volume.</p> <p>The offeror may submit up to ten (10) individual creative samples.</p> <p>See Attachment J.1 for instructions for completing the DMA Exercise.</p>	<p>M.3.1</p>
<p><b>L.6.4</b></p>	<p><b>Volume 4 – Participation Plan</b></p>	<p>10 pages</p>	<p>Executive Summary required at the beginning of Volume 4 not to exceed two (2) pages and not included as part of the maximum of 10 pages for this volume.</p> <p>The offeror shall describe the entire core team assembled to work on the contract including large and small businesses.</p>	<p>M.3.2</p>

<b>L.6.5</b>	<b>Volume 5 – Small Business Subcontracting Approach</b>	15 pages	<p>Executive Summary required at the beginning of Volume 5 not to exceed two (2) pages and not included as part of the maximum of 15 pages for this volume.</p> <p>The offeror shall submit a Small Business Subcontracting Plan and propose goals for the use of small businesses in the contract.</p>	M.3.3
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			<p>The offeror shall provide past performance references for all projects that were provided under Similar Experience up to a maximum of five (5) past performance references. References shall use the Part Performance Questionnaire (Attachment J.4).</p> <p>This sub-volume shall include the list of offeror's past performance references that were requested to be submitted directly to the Government.</p>	
<b>L.6.7</b>	<p><b>Volume 7 – Price</b></p> <p><b>Sub-Volume 7.1 – Price – General Information</b></p> <p><b>Sub-Volume 7.2 – Price Proposal</b></p> <p><b>Sub-Volume 7.3 – Explanation of Pricing</b></p> <p><b>Sub-Volume 7.4 – Rate Card with sealed packages</b></p>	<p>No page limitation</p> <p>No page limitation</p> <p>No page limitation</p> <p>No page limitation</p>	<p>Executive Summary required at the beginning of Volume 7 not to exceed two (2) pages.</p> <p>See Attachment J.7, Attachment J.8, and J.9 for the pricing tables required to respond to these sub-volumes.</p>	<b>M.4</b>

<b>TABLE L.3 – ORAL PRESENTATION AGENDA</b>			
<b>Session/Topic</b>	<b>Time</b>	<b>Special Instructions</b>	<b>Evaluation Reference</b>
<b>DAY 1 – ORAL PRESENTATION AND ON-THE-SPOT EXERCISE</b>			
<b>Introductions/Opening Remarks</b>	15 minutes (part of the 3 ½ hours below)	Each session shall begin with the identification of the session being presented and the presenter's and team's introductions by name, position, and company affiliation.	Not applicable
<b>Oral Presentation of Written Proposal:</b>  <b>Volume 1 – Technical Approach</b>  <b>Volume 2 – Management Approach</b>  <b>Volume 3 – Designated Market Area (DMA) Exercise</b>  <b>Volume 4 – Participation Plan</b>  <b>Volume 5 – Small Business Subcontracting Approach</b>  <b>Volume 6 – Similar Experience, Key Personnel, and Part Performance</b>	3 ½ hours  8:30 a.m. to 12:00 p.m. local time  <i>(All times shown are local time.)</i>	Refer to Section L.9.3 for specific requirements for each topic.  The offeror shall provide 15 minutes for break, which will be counted against the allotted time (3 ½ hours). It is at the discretion of the offeror when to stop during the presentation to provide this break.	Volume 1 - M.3.1  Volume 2 - M.3.1  Volume 3 - M.3.1  Volume 4 - M.3.2  Volume 5 - M.3.3  Volume 6 - M.3.3
<b>Questions and Answers (Q&amp;A) on the Oral Presentation</b>	30 minutes 12:00 to 12:30 p.m.	The offeror will respond to any questions from the Government on the oral presentation.	Not applicable
<b>Lunch</b>	2 hours  12:30 to 2:30 p.m.	The Government personnel will leave the facility for lunch. During this time, the offeror and its team will prepare the solution and presentation for the On-The-Spot Exercise.	Not applicable

<p><b>Presentation of the On-The-Spot Exercise</b> (1 ½ hours)</p> <p><b>Questions and Answers (Q&amp;A)</b> (30 minutes)</p>	<p>2 hours</p> <p>2:30 to 4:30 p.m.</p>	<p>The offeror shall present its solution to the On-The-Spot Exercise. The offeror will present from 2:30 to 4:00 p.m. (1 ½ hours) with 30 minutes for Q&amp;A from 4:00 to 4:30 p.m.</p>	<p>M.3.4.1</p>
<p><b>DAY 2 – DISCUSSIONS</b></p>			
<p><b>Session/Topic</b></p>	<p><b>Time</b></p>	<p><b>Special Instructions</b></p>	<p><b>Evaluation Reference</b></p>
<p><b>Introductions/Opening Remarks</b></p>	<p>15 minutes (part of the 3 hours below)</p>	<p>Each session shall begin with the identification of the session and the participant's and team's introduction by name, position, and company affiliation.</p>	<p>Not applicable</p>
<p><b>Discussions</b></p>	<p>3 hours</p> <p>9:00 a.m. to 12:00 p.m. local time</p>	<p>At least one (1) company official who is authorized to negotiate on behalf of the offeror <u>shall</u> be present during the discussions.</p>	<p>Not applicable</p>

[End of Section L]

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 BASIS FOR AWARD**

The Census Bureau's source selection evaluation will be based on best value principles. Accordingly, an award will be made to the responsible and technically acceptable offeror whose proposal provides the greatest overall value to the Government, price and all other factors considered. This best value determination will be accomplished by comparing the value of the differences in the technical factors for competing offers, based on their strengths, weaknesses, and risks, and with differences in their price to the Government. In making these comparisons, the Government is more concerned with obtaining superior technical capabilities than with making an award at the lowest overall price to the Government. Offerors are advised that the technical evaluation factors are significantly more important than 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 four (4) evaluation factors:

- |          |  |
|----------|--|
| Factor 1 | Technical Approach, Management Approach, and Designated Market Area (DMA) Exercise |
|          | Subfactor 1A – Technical Approach  |
|          | Subfactor 1B – Management Approach   |
|          | Subfactor 1C – Designated Market Area (DMA) Exercise                               |
| Factor 2 | Participation Plan and Small Business Subcontracting Approach                      |
|          | Subfactor 2A - Participation Plan  |
|          | Subfactor 2B - Small Business Subcontracting Approach                              |
| Factor 3 | Similar Experience, Key Personnel, and Past Performance                            |
|          | Subfactor 3A – Similar Experience  |
|          | Subfactor 3B – Key Personnel   |
|          | Subfactor 3C – Past Performance  |
| Factor 4 | Price  |

Factors 1 through 3 are referred to as the technical evaluation factors. Factor 4 is the price evaluation factor that will be evaluated separately and applied in the determination of best value.

The technical evaluation factors are in descending order of importance. Subfactors within the technical factors are equal in importance.

The Government will evaluate any information provided during the oral presentations that is

against the criteria listed in Section M of the RFP, as well as the On-The-Spot Exercise (see Section M.3.4.1).

### **M.3 TECHNICAL EVALUATION**

The descriptions of the three (3) technical evaluation factors are as follows:

#### **M.3.1 Factor 1 – Technical Approach, Management Approach, and Designated Market Area (DMA) Exercise**

*Subfactors 1A, 1B, and 1C will be evaluated as follows:*

##### **Subfactor 1A – Technical Approach**

The Government will review the information provided in the technical proposals to determine how well the offerors understand the requirements set forth in Section C – Description/ Specifications/Statement of Work. All information will be evaluated to determine the degree to which it demonstrates the likelihood that the offerors can successfully complete the requirements.

This subfactor will be evaluated by an assessment of the likelihood that the offeror's capabilities will enable them to successfully meet the Government's requirements. The Government will assess the offeror's understanding of the size, scope, complexity, and challenges of the 2020 Census and the 2020 Census Integrated Communications Contract's requirements. The Government will assess the offeror's in-depth knowledge and understanding of all applicable communications and marketing techniques, including identification of new and emerging innovations within the industry, new technologies and channels, and cultural and lifestyle changes. The Government will also assess the offeror's technical approach to reach numerous and diverse audiences and in multiple languages and the offeror's approach to buying media in bulk and providing cost efficiencies to the Government. In addition, the Government will assess any risk(s) with the offeror's technical approach that could potentially lead to the offeror's poor performance that could jeopardize the success of the program.

##### **Subfactor 1B – Management Approach**

The decennial census is a project that must operate on schedule. The schedule must be met through the efforts involving thousands of Census Bureau and contractor employees. Therefore, the Government must have the utmost confidence in the contractor's management team, and their abilities and methods. Through their written proposals and oral presentations, offerors will be evaluated on their proposed methods for managing the integrated communications contract's requirements.

The emphasis on this subfactor is the overall management approach to ensure full integration among all program components and among all service providers, including the prime contractor, the core team members, all other subcontractors, and decennial census operations.

The Government will assess the comprehensiveness, adequacy, and feasibility of the offeror's proposed Project Management Plan. The Government will also assess the offeror's understanding of the importance of planning for the unexpected, and the ability to remain fluid and flexible to adjust to swift and critical changes in management and technical requirements.

### **Subfactor 1C – Designated Market Area (DMA) Exercise**

For this subfactor, emphasis will be given to the offeror's approach to analyzing and addressing the assigned task and providing an efficient and effective plan for integrated communications. The Government will assess the comprehensiveness, adequacy, and feasibility of the offeror's proposed solution to the exercise. The Government will also assess if the approach and solution provided by the offeror is a good predictor of strong and successful performance on the 2020 Census Integrated Communications Contract. In addition, the Government will assess the creative samples provided as part of the DMA Exercise.

## **M.3.2 Factor 2 – Participation Plan and Small Business Subcontracting Approach**

### **Subfactor 2A – Participation Plan**

This factor will be evaluated based on the offeror's Participation Plan in which emphasis will be given to the breadth of experience of the core team of companies and the substantive components of work subcontracted to small businesses within the offeror's Participation Plan. The Government will also assess the management team's organizational structure proposed by the offeror and how well it addresses the size, scope, and complexity of the 2020 Census and the 2020 Census Integrated Communications Contract.

### **Subfactor 2B – Small Business Subcontracting Approach**

This subfactor will be evaluated based on the offeror's proposed Small Business Subcontracting Plan. Emphasis will be given to the offeror's proposed small business subcontracting goals in reference to the Government's small business subcontracting goals, as defined in Section C. The Government will also assess the offeror's strategy for reaching their proposed goals and mentoring small businesses.

## **M.3.3 Factor 3 - Small Business Subcontracting Approach, Similar Experience, Key Personnel, and Past Performance**

*Subfactors 3A, 3B, and 3C will be evaluated as follows:*

### **Subfactor 3A – Similar Experience**

Similar Experience will be evaluated on the basis of the offeror's relevant experience during the last five (5) years working on other communications campaign(s) and program(s) similar in size, scope, and complexity to the 2020 Census Integrated Communications Contract. The Government will determine if the offeror's experience is similar in size, scope, and complexity to the 2020 Census Integrated Communications Contract as described in Section C.

The information presented in the offeror's written proposal, along with information from any other sources available to the Government (i.e., CPARS, etc.), will provide the primary input for the evaluation of this subfactor. The Government reserves the right to verify the specifics of prior contracts described by the offerors in the proposals.

If the offeror has no single contract experience that is similar in size, scope, and complexity, the offeror may show relevant experience through a combination of projects which together display that the work accomplished is consistent with the size, scope, and complexity of the 2020 Census Integrated Communications Contract.

The offeror must be clear on their, or the core team member's, role in the Similar Experience provided (e.g., whether they were the prime versus subcontractor.)

### **Subfactor 3B – Key Personnel**

Key Personnel will be evaluated through information contained in the written proposals and oral presentations. A strong group of Key Personnel will include available individuals with combined expertise in all aspects of the 2020 Census Integrated Communications Contract's technical requirements, business management requirements, and project management requirements. The Government will assess the years of experience and appropriateness of the skill sets of each proposed Key Personnel to successfully perform on this contract. During the oral presentations, Key Personnel will be assessed based on their full understanding of the technical approach and/or their specialty within the contract; how well they work together as a team; and their presentation skills.

The information presented in the offerors' proposals and oral presentations, along with information from any other sources available to the Government, will provide the primary input for the evaluation of this subfactor. The Government reserves the right to verify the specifics of work on prior contracts for Key Personnel described by the offeror in their proposal. The Government also reserves the right to utilize other information available 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.

### **Subfactor 3C – Past Performance**

The offeror's past performance on related contracts will be evaluated to determine, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, effective management of subcontractors, cost management, level of communication between the contracting parties, proactive management and customer satisfaction. Past Performance information will be obtained for contracts performed by the offeror during the last five (5) years consistent in size, scope, and complexity with this program. Past Performance information will be obtained from references on contracts described in the offeror's proposal.

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 Reports, Government Accountability Office Reports, and information in the media concerning the offeror.

The information obtained from references on contracts described in the offeror's proposal, along with information from any other sources available to the Government, will provide the primary input for the evaluation of this subfactor. The Government reserves the right to verify the specifics of prior contracts described by the offeror in their proposal, which may be obtained by the agency's knowledge of contractor performance, other government agencies or commercial entities, or past performance databases.

Past Performance on contracts that are more technically relevant to these requirements will be considered more heavily than performance on contracts that are less relevant and of smaller size, scope, and complexity.

If an offeror does not have a history of relevant contract experience, or if past performance information is not available, the offeror will receive a neutral past performance rating; however, an offeror without a history of relevant experience may receive a lowered rating for the experience evaluation subfactor.

The Government reserves the right to assess the past performance of proposed subcontractors.

#### **M.3.4 Oral Presentations**

All information provided during the oral presentations will be evaluated in accordance with Section M.3.1 through M.3.3 of the RFP.

Only those slides and information provided during those slides that are presented will be considered as part of the presentation. The evaluation panel will ignore and not evaluate any slides not presented in the allotted time.

##### **M.3.4.1 On-The-Spot Exercise during Oral Presentations**

The On-The-Spot Exercise during oral presentations will be evaluated by the Government. The emphasis here is to simulate the type of environment the offeror and its core team will be working in during the course of the contract. The Government will assess how well the offeror and their core team collaborate, work under pressure, think on their feet, and clearly present a feasible solution to the Government in a fixed period of time.

#### **M.4 PRICE EVALUATION**

Price will be considered as Factor 4 for the evaluation, but will be evaluated separately from the technical evaluation factors and applied in the determination of best value. Price is significantly less important than the technical evaluation factors. The price evaluation will include the review of the offerors' total firm fixed price (FFP) for overall project management for the entire

lifecycle of the contract and the total FFP for the DMA Exercise for price comparison purposes. Rate Cards will be evaluated for price reasonableness and realism as described below. The price evaluation will include price completeness and accuracy, price realism, price reasonableness, price risk. All information provided under the price proposal will be used for the price evaluation.

#### **M.4.1 Price Comparison for Best Value Determination**

The total FFP for project management and total FFP for the DMA Exercise will be used for price comparison purposes in the context of the best value determination. The other price information requested by the Government for project management and the DMA Exercise will be used to assess price accuracy and completeness, price realism, price reasonableness, and price risk. This includes labor categories, labor rates, hours, and costs per labor category, other direct costs (ODCs) (for DMA Exercise only), and travel costs (for DMA Exercise only). See Attachment J.7 for the pricing tables and required information for project management. See Attachment J.8 for the pricing tables and required information for the DMA Exercise.

#### **M.4.2 Price Completeness and Accuracy**

The Government will review the price proposals for completeness and accuracy. A determination will be made as to whether the offeror has properly understood the price proposal instructions. Changes to the evaluation quantities, blanks, or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the offeror's intent. The offerors' proposals will be checked for mathematical correctness to include the following:

- Checking arithmetic in all computations
- Making sure that all prices are summarized correctly
- Comparing electronic submittals with hard copies

A determination will be made regarding whether the price appears unbalanced. An analysis will be made to identify any irregular or unusual pricing patterns. An unbalanced proposal is one that incorporates prices that are less for some items and/or prices that are overstated for other items.

#### **M.4.3 Price Realism**

The offeror is placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in their price proposal will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements.

#### **M.4.4 Price Reasonableness**

The offeror is expected to establish a reasonable price relationship between all price elements. An evaluation of the offerors' price proposals will be made 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 proposed prices with established commercial or GSA price schedules; by evaluating fees; and/or by comparing proposed prices with the Independent Government Cost Estimate (IGCE).

**M.4.5 Price Risk**

Price risk refers to any aspect of the offeror's proposal that could have significant negative price consequences for the Government over the lifecycle of the contract. Proposals will be assessed to identify potential price risk. Where price risk is assessed, it may be described in quantitative terms or used as a best value discriminator.

**[End of Section M]**

## **ATTACHMENT J.1 – DESIGNATED MARKET AREA (DMA) EXERCISE**

### **Background**

An overall objective of the Census Bureau is to increase self-response in the decennial census by making it easier to respond. Increasing the number of people who take advantage of self-response options through a variety of methods can contribute to a less costly census with high quality results. The Census Bureau is examining ways to leverage technology, variation in demographic and geographic response propensities, and new modes to promote Internet response to increase the overall self-response rate. This includes the use of the Internet, innovative contact strategies, and new modes of contacting the public such as telephone and e-mail. In addition, through ongoing testing, the agency will study and monitor the communications environment and seek new and additional opportunities to engage the public and encourage response to the census.

The Contractor selected for the 2020 Census Integrated Communications Contract will have the enormous responsibility to plan, design, produce, implement, and assess the integrated communications program. This program will be instrumental in the Census Bureau conducting a successful census in 2020 by increasing awareness, educating, and motivating the public to participate through one of the self-response options that will be available. This means the Contractor and its team must be able to develop data-driven and customer-centric methods of communications in a relatively short period of time to achieve this goal.

As a result, the Census Bureau would like to see how potential contractors would design and develop a communications program on a small scale within a limited timeframe to be evaluated as part of each offeror's proposal.

### **Designated Market Area (DMA) Exercise**

A designated market area (DMA) is a group of counties that form an exclusive geographic area where the population can receive the same (or similar) television and radio station offerings, and may also receive other types of media including newspapers and Internet content. There are 210 DMA regions covering the entire continental United States, Hawaii, and parts of Alaska.

For this exercise, the Census Bureau is asking each offeror to make certain assumptions. For purposes of the exercise, this is not a census of the entire country but only a census of an individual DMA within the country. You will have to use your imagination. The purpose is to see how each offeror would go about planning and developing a communications program for the census within a smaller geographic area rather than nationwide.

In regards to responding to this exercise, please assume the following:

- The contractor has been hired by the Census Bureau to provide communications support for a census in the New Orleans DMA.

- The census is only occurring in this DMA so there is no national level advertising or promotion.
- The contractor is responsible for communications activities during the awareness, motivation, and non-response follow-up phases of the campaign with Census Day on April 1, 2017 which is a date that cannot be moved.

The objective is to maximize the overall self-response with a push toward responding online but also to promote other means of self-response for those who do not have access to the Internet or do not have the capability or inclination to respond online. You should also limit bleed into other areas to the extent possible with regards to advertising.

The mailing strategy being used is as follows:

- Internet push letter and instructions – sent the week before Census Day
- Reminder postcard (all housing units) – sent on Census Day
- Reminder postcard – sent if no response received (for purposes of this exercise assume the cut-off date is April 8, 2017)
- Questionnaire – sent two weeks after Census Day

The response channels available are multi-mode (internet, telephone, and paper). The dates the response channels will be available to the public are:

Online and telephone – 3-20-17  
Questionnaires mailed – 4-15-17

### **Instructions for the DMA Exercise**

1. Using all information available to you, design and develop an integrated communications program for a census in the New Orleans DMA.
2. Include all communications activities necessary to maximize self-response in the DMA and support the non-response follow-up operation to improve cooperation with enumerators. For purposes of the DMA Exercise, the start date for non-response follow-up is May 11, 2017 and the end date for non-response follow-up is June 15, 2017.
3. Create a plan for an integrated communications program in the New Orleans DMA that is effective in maximizing self-response but also efficient in terms of cost. The idea is to develop a plan that will achieve the goal of maximizing response within a reasonable cost given that the Census Bureau must be a good steward of taxpayers' dollars.
4. At a minimum, the integrated communications plan should address the following:
  - What research would you conduct to inform the plan?
  - How would you go about segmenting the audience?

- What steps would you take to develop the strategy?
  - Which components would be part of the communications mix you would use in the plan?
  - What tactics would you use for each component to reach the necessary audiences?
  - How would you limit bleed into other areas?
  - How would you achieve integration among the communications activities?
  - What would be the key messages you would recommend to reach the audiences?
  - How would you determine real-time performance metrics?
- 
- What goals and objectives would you use to measure the success of the integrated communications plan?
5. Offerors may provide up to ten (10) creative samples of your choosing but they should illustrate the breadth of the integrated communications plan you have developed for the New Orleans DMA. All creative samples shall be provided in hard copy. No creative samples shall be submitted electronically and, if they are submitted, they will not be evaluated. The Government is interested in seeing creative samples beyond print so the offeror can provide storyboards, scripts, digital ad mock-ups, among others.
6. Offerors shall provide a price estimate for the development and execution of the integrated communications program in the New Orleans DMA. This shall include a firm fixed price for labor and all other direct costs (ODCs). The price estimate shall contain all costs required to plan, design, produce, implement, and monitor the program developed by the contractor. The firm fixed price for labor for the DMA Exercise will be evaluated separately as part of Factor 4 – Price for cost comparison purposes and applied in the determination of best value. Government will also evaluate the price estimate to assess price accuracy and completeness, price realism, price reasonableness, and price risk.
7. For the price estimate, the offeror shall complete the following pricing tables which are provided in Attachment J.8:
- a. DMA Exercise Pricing Table #1 – Firm Fixed Price for the Designated Market Area (DMA) Exercise
  - b. DMA Exercise Pricing Table #2 – Labor Categories, Labor Rates, Hours, and Price for the Designated Market Area (DMA) Exercise
  - c. DMA Exercise Pricing Table #3 – Other Direct Costs (ODCs) for the Designated Market Area (DMA) Exercise
  - d. DMA Exercise Pricing Table #4 – Travel Costs for the Designated Market Area (DMA) Exercise
8. Only DMA Exercise Pricing Table #1, Firm Fixed Price for the DMA Exercise, will be used for price comparison purposes in the context of the best value determination. DMA Exercise Pricing Tables #2, #3, and #4 will be used to assess price accuracy and completeness, price realism, price reasonableness, and price risk. DMA Exercise Pricing Tables #2, #3, and #4 will not be used for price comparison.

9. For purposes of completing this exercise and providing a price estimate, assume you have a nine (9) month period of time leading up to Census Day to complete this work. That means that offerors shall assume that work can begin on July 1, 2016 and should end on June 15, 2017.
10. Offerors should be as creative and innovative as possible but also understanding that the Census Bureau is looking for a data-driven plan with a strong foundation of analysis to support the various components of the plan.

### **Resources for the DMA Exercise**

The Census Bureau encourages you to conduct a broad range of research and analysis in the development of the integrated communications plan for this exercise. The following resources may be helpful to you in completing this exercise (See Section G.4):

1. 2010 Census Multimedia Center – This contains various videos, audio, and photos from the 2010 Census.

<http://www.census.gov/2010census/mediacenter/>

2. 2010 Census Partners Page – This page contains information about Complete Count Committees, materials, research, and tools from the 2010 Census.

<http://www.census.gov/2010census/partners/>

3. 2010 Census Press/Media Page – This page contains the news releases from 2010 Census.

<http://www.census.gov/2010census/news/>

4. 2010 Census Program for Evaluations and Experiments (CPEX) – This page contains the evaluations, experiments, and assessments from the 2010 Census.

<http://www.census.gov/2010census/about/cpex.php>

5. 2020 Census Page – This page contains the latest information on the 2020 Census along with information on research and testing for the next census.

<http://www.census.gov/2020census>

6. Program Management Reviews (PMRs) – This page contains information and presentations from the quarterly PMRs for the 2020 Census which began in late 2012 and will continue through 2020.

<http://www.census.gov/about/business-opportunities/resources/pmrs.html>

7. 2015 Planning Database – This page contains the 2015 Planning Database. The planning database assembles a range of housing, demographic, socio-economic, and census operational data that can be used for survey and census planning.

[http://www.census.gov/research/data/planning\\_database/2015/](http://www.census.gov/research/data/planning_database/2015/)

**[End of Attachment J.1]**

**ATTACHMENT J.2  
SIMILAR EXPERIENCE MATRIX TEMPLATE**

<b>Offeror:</b> (Name and Address)	<b>Offeror Point of Contact:</b> (Name, telephone, e-mail address)
<b>(1) Project/Campaign Name, Contract Title, and Contract Number:</b> Indicate the name of the project/campaign as well as the title of the contract, if different from the project name. Also provide the contract or order number.	
<b>(2) Client(s):</b> Name and mailing address of the agency or company for which the work was or is currently being performed. If applicable, also supply the name of the division, group, or other organization within the agency/company. If the work has been contracted by one agency but performed for another, list both and clarify their roles.	
<b>(3) Period of Performance:</b> Indicate, by month and year, the start and completion (or “ongoing”) dates for the project, contract, or order. State original completion date and, if applicable, revised completion date.	
<b>(4) Total Dollar Value and Contract Type:</b> Enter the original total dollar value of the contract and the current dollar value, if different. Enter the contract’s (or order’s) type (Cost Plus, Incentive, Award Fee, IDIQ, FFP, T&M, etc.) If contract type was different for project phases, list all applicable contract types.	
<b>(5) Project/Campaign Description:</b> Define the marketing/communications problem presented. Specify at a minimum the campaign goals and objectives, the extent/complexity of the project, the diversity among targeted audience(s), the budget, and the timeframe provided for developing and implementing the solution. Identify special requirements, such as communications tactics to be used in the campaign, <b><u>only if they were specified as a requirement by the client before contract was awarded.</u></b>	
<b>(6) Offeror’s Provided Solution:</b> Describe the research, technical, and creative approaches developed/utilized by your company/team in response to the marketing communications problem described above. Include processes, methodologies, timeframes, languages, and communication tactics (print media, emerging media, public relations, special events, others) used. Describe the strategies employed to integrate these tactics, and the strategies employed to reach multiple and diverse audiences, including racial and ethnic groups (if applicable).	
<b>(7) Offeror’s Management and Integration Approach:</b> Describe the extent of integration required between the offeror and subcontractor(s) for this project and how it was achieved and sustained during the project, from a managerial perspective.	

<p><b>(8) Problems Encountered/Resolution:</b> Describe any problems encountered (including any that affected the timeliness or effectiveness of the campaign) and the offeror’s corrective actions to address the problems. Specify the turnaround timeframe (from problem to solution).</p>		
<p><b>(9) Key Personnel:</b> Enter the name(s) of the Key Personnel currently being proposed in response to the 2020 Census Integrated Communications Contract RFP who performed the work for this project. Indicate the role this person or persons played on the project. If no key personnel proposed for 2020 Census Integrated Communications Contract were involved, indicate so with a “Not Applicable.”</p>		
<p><b>(10) Other Contractor(s):</b> Enter the name of the company or companies assigned as principal contractor(s) to this project, if different from the offeror, and identify their roles. If the offeror was/is the only principal contractor for this project, enter “Not Applicable.”</p>		
<p><b>(11) Subcontractor(s):</b> Enter the names of major subcontractor(s) utilized by the offeror during the project and their respective roles. If a company or companies being proposed as part of the offeror’s team in response to this RFP participated on the project, identify them in the response. If no subcontractor(s) were assigned, enter “Not applicable.”</p>		
<p><b>(12) Small Business Participation:</b> If the contract required subcontracting goals or plans, indicate the small business participation goals set for the contract and the extent to which the offeror attained the applicable goals. If goals or plans were not required, enter “Not Applicable.”</p>		
<p><b>(13) Contracting Officer (CO)/Contract Administrator*:</b></p> <p>Name:</p> <p>Phone no.:</p> <p>E-mail:</p>	<p><b>(14) CO Representative (COR)/ Project Manager*:</b></p> <p>Name:</p> <p>Phone no.:</p> <p>E-mail:</p>	<p><b>(15) Other Technical Point of Contact*</b> (knowledgeable of the offeror’s performance on this project):</p> <p>Name:</p> <p>Phone no.:</p> <p>E-mail:</p>

\*The Government reserves the right to contact these references.

ATTACHMENT J.3 – REPRESENTATIONS AND CERTIFICATIONS ADDENDUM

**Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)**

- (1) In accordance with Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by the Consolidated and Further Continuing Appropriations Act, 2015 funding may be used to enter into a contract with any corporation that-
- (a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where an awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government, or
  - (b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) The Offeror represents that, as of the date of this offer -
- (a) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
  - (b) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

**Assurance by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)**

(1) In accordance with Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by Consolidated and Further Continuing Appropriations Act, 2015 and subsequent appropriations acts may be used to enter into a contract with any corporation that -

(a) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where an awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(b) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) *By accepting this award or order, in writing or by performance*, the offeror/contractor assures that -

(a) The offeror/contractor is not a corporation convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(b) The offeror/contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Provision)

**CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS. (Class Deviation) (March 2015)**

(a) In accordance with Section 523 of Division B, Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5,000,000 unless the prospective contractor certifies in writing to the U.S. Consolidated and Further Continuing that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows – To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date of execution \_\_\_\_\_

(End of Provision)

**ATTACHMENT J.4  
PAST PERFORMANCE QUESTIONNAIRE**

This is a Past Performance Questionnaire used by the Acquisition Division (ACQ) at the U.S. Census Bureau in Suitland, MD. This questionnaire will be used to evaluate contractors past performance, as part of their proposal for the 2020 Census Integrated Communications Contract under solicitation number COMM-16-BC-2020.

Instructions to Evaluator:

Two forms are provided to document the evaluator's responses: 1) ***Performance Rating Form***; and 2) ***Additional Comment Form***. The following standards shall be used in arriving at the rating.

<b>Outstanding</b>	<i>Contractor's performance exceeded customer expectations and was technically acceptable, providing significant features or benefits.</i>
<b>Satisfactory</b>	<i>Contractor met customer expectations or contract requirements and demonstrated an acceptable understanding of the requirements.</i>
<b>Unsatisfactory</b>	<i>Contractor's performance was either marginal or did not meet customer expectations or contract requirements.</i>
<b>Other</b>	<i>If the element is not applicable, indicate with "N/A." If no data has been obtained or additional comments are provided, please note in this column.</i>

The completed questionnaire shall be returned via e-mail to [acq.2020.comm@census.gov](mailto:acq.2020.comm@census.gov), or by fax at 301-763- 4149, no later than **February 22, 2016, at 2:00 p.m. (EST)**. Please mark the subject line of the e-mail as: "2020 Comm – Contractor's Past Performance Questionnaire – [Contractor's Name]."

**IMPORTANT NOTICE:**

When complete, the information on this form is **SOURCE SELECTION SENSITIVE INFORMATION** (41 U.S.C. 423) and shall be protected accordingly.

<b>PAST PERFORMANCE QUESTIONNAIRE</b>					
<b>NAME OF COMPANY EVALUATED:</b>					
<b>ADDRESS OF COMPANY EVALUATED:</b>					
<b>TYPE OF SERVICES PERFORMED:</b>					
<b>NAME OF EVALUATOR</b>	<b>EVALUATOR'S COMPANY/AGENCY</b>	<b>DATE EVALUATION PROVIDED</b>		<b>TIME EVALUATION PROVIDED</b>	
<b>Performance Element</b>		<b>Outstanding</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>	<b>Other</b>
<b>1. QUALITY OF TECHNICAL APPROACH</b> (For example: Were the services comprehensive, complete, and feasible? (Met the needs, performed successfully, and accommodated changing requirements.))					
<b>2. EFFECTIVE AND EFFICIENT USE OF RESOURCES</b> (For example: Was the contractor able to obtain in a timely manner the amount and type of personnel resources required to support the project, effectively train personnel to perform the work required for the project, and maintain the required workforce throughout the term of the contract?)					
<b>3. EFFECTIVE AND EFFICIENT USE OF SUBCONTRACTORS</b> (For example: Was the experience of the subcontractors directly applicable to the project, did the contractor successfully meet subcontracting goals and objectives as related to small, woman-owned and small disadvantaged businesses, and did the contractor successfully utilize and manage all subcontractor resources?)					
<b>4. QUALITY OF PERFORMANCE/CUSTOMER SATISFACTION</b> (For example: Was the contractor committed to customer satisfaction?)					

<b>PAST PERFORMANCE QUESTIONNAIRE (CONTINUED)</b>				
<b>Performance Element</b>	<b>Outstanding</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>	<b>Other</b>
<b>5. BUSINESS BEHAVIOR</b> (For example: Was the contractor reasonable and cooperative at the corporate and program levels in response to changes in technical direction, correcting errors, poor performance, criticism/rejection of contract deliverables and other quality issues?)				
<b>6. COMMUNICATION</b> (For example: Did the contractor work and communicate well with contracting officers, contracting officer's technical representatives, end users, other contractors, subcontractors, and in-house staff?)				
<b>7. COST CONTROL</b> (For example: Was the contractor successful in planning and proposing realistic costs, monitoring performance, operating at or below budget, and implementing corrections/changes in a cost effective manner?)				
<b>8. TIMELINESS OF PERFORMANCE</b> (For example: Was the contractor successful in planning and proposing realistic schedules, monitoring performance, completing work on time, and implementing corrections/changes in a timely manner?)				
<b>9. UNDERSTANDING OF REQUIREMENTS</b> (For example: Did the contractor show an understanding of the scope of the requirements and an appreciation of the complexity of the requirements? And did the contractor effectively identify flaws, inconsistencies and other inaccuracies in your technical direction?)				
<i>FOR #10, PLEASE ANSWER "Yes" or "No", as appropriate</i>	<b>YES</b>		<b>NO</b>	
<b>10. Given the choice, would you do business with this contractor again?</b>				

**Additional Comment Form**

Please provide any additional comments regarding your performance element ratings in the appropriate spaces below. Please add additional pages as necessary.

CENSUS 2020 INTEGRATED COMMUNICATIONS CONTRACT

ATTACHMENT J.5 – 2020 CENSUS OPERATIONAL PLAN

On October 6, 2015, the Census Bureau issued the 2020 Census Operational Plan describing the most innovative operational design since 1790.

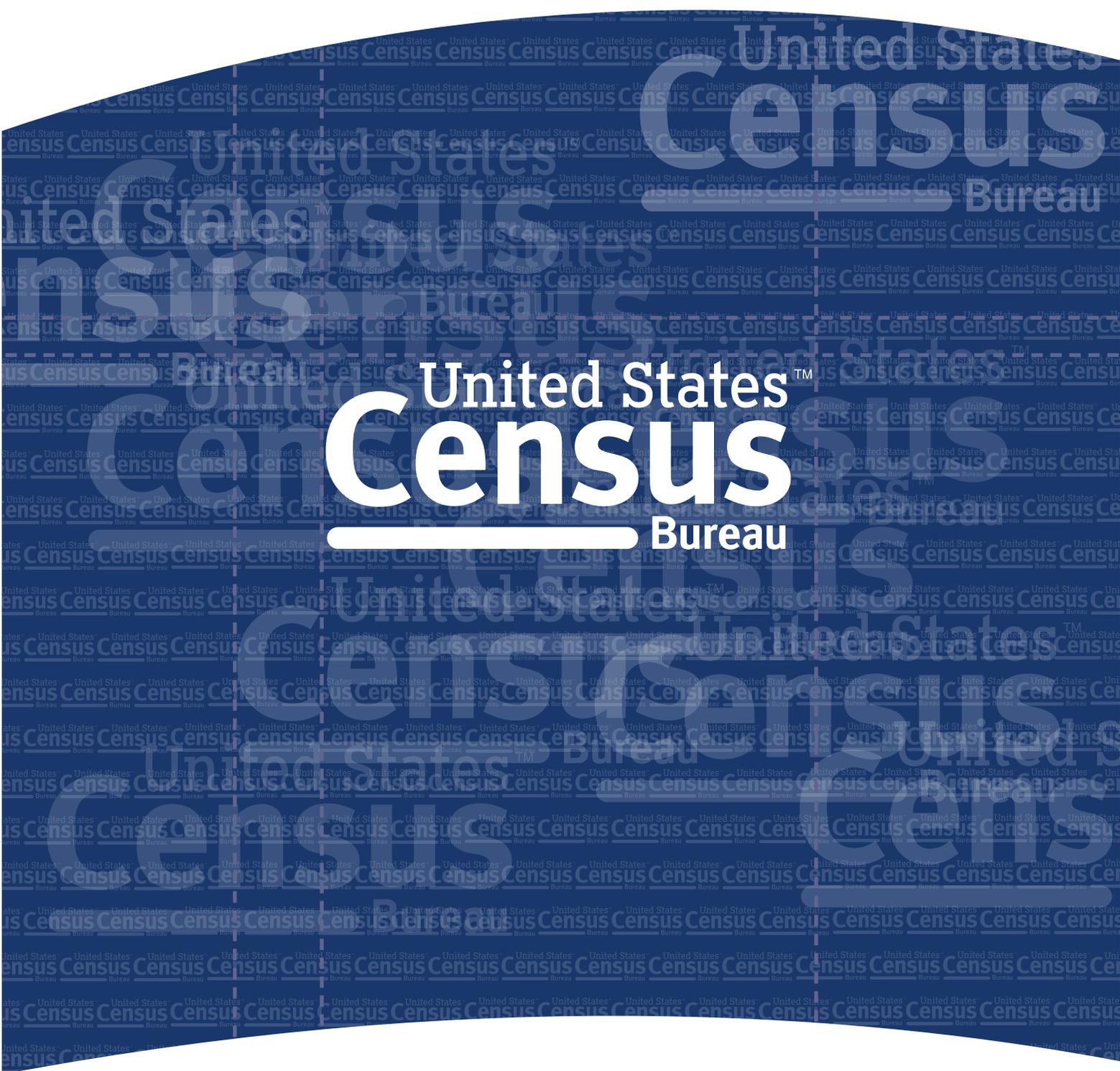
The 2020 Census Operational Plan can be found at the link below:

<http://www.census.gov/programs-surveys/decennial-census/2020-census/planning-management/program-briefings/10022015.html>

# U.S. Census Bureau Style Guide

*Brand and Corporate Identity Standards*

Issued February 2012



United States<sup>TM</sup>  
**Census**  
Bureau



# CONTENTS

	<b>A MESSAGE FROM THE DIRECTOR</b> . . . . .	3
<b>SECTION 1.0</b>	<b>INTRODUCTION</b> . . . . .	5
1.1	About Our Brand . . . . .	5
1.2	Brand and Corporate Identity Standards . . . . .	5
1.3	Components of Brand and Corporate Identity Standards . . . . .	6
1.3.1	<i>Members of the Brand and Corporate Identity Standards Team</i> . . . . .	7
1.3.2	<i>Elements</i> . . . . .	7
1.4	Brand Strategy . . . . .	8
1.4.1	<i>Goals</i> . . . . .	8
1.4.2	<i>Objectives</i> . . . . .	9
1.5	Census Bureau's Branded Name . . . . .	9
<b>SECTION 2.0</b>	<b>SUPPORTED TYPE STYLES</b> . . . . .	10
2.1	Preferred Serif Type Style . . . . .	10
2.2	Preferred Sans Serif Type Style . . . . .	11
2.3	Alternate Serif Type Style . . . . .	11
2.4	Alternate Sans Serif Type Style . . . . .	12
<b>SECTION 3.0</b>	<b>CENSUS BUREAU LOGO STANDARDS</b> . . . . .	14
3.1	Colors . . . . .	15
3.2	Positive and Reverse Logos . . . . .	16
3.3	Reproduction Sizes . . . . .	18
3.4	Unacceptable Applications of Census Bureau Logos . . . . .	20
<b>SECTION 4.0</b>	<b>AMERICAN INDIAN OR ALASKA NATIVE (AIAN) LOGO STANDARDS</b> . . . . .	21
4.1	AIAN Logo . . . . .	21
4.2	AIAN Logo Colors . . . . .	22
4.3	AIAN Logo Color Combinations . . . . .	23
<b>SECTION 5.0</b>	<b>PUERTO RICO LOGO STANDARDS</b> . . . . .	24
5.1	Spanish Version . . . . .	24
5.2	Puerto Rico Logo Colors . . . . .	25
5.3	Puerto Rico Positive and Reverse Logos . . . . .	26
<b>SECTION 6.0</b>	<b>U.S. CENSUS BUREAU AND U.S. DEPARTMENT OF COMMERCE SEALS</b> . . . . .	27
<b>SECTION 7.0</b>	<b>EXHIBIT STRUCTURES</b> . . . . .	28
7.1	Exhibits and Collateral Materials . . . . .	28
7.2	Portable Exhibit Structures . . . . .	29
7.3	Folder . . . . .	31
<b>SECTION 8.0</b>	<b>POWERPOINT SLIDES</b> . . . . .	33
<b>SECTION 9.0</b>	<b>CONTACT INFORMATION</b> . . . . .	34
9.1	Business Card Guidelines . . . . .	34
9.2	E-mail Signatures . . . . .	35

---

**SECTION 10.0**10.1  
10.2  
10.3  
10.4  
10.5  
10.6  
10.7  
10.8  
10.9  
10.10  
10.11  
10.12  
10.13  
10.14**REPORT COVER GRID SYSTEM**

Data Placement	38
Color Placement	40
Dual Roster	43
Imagery	45
Report Cover Variations	46
Spine	48
Acknowledgements Page Example	50
Title Page	52
Roster Page	53
Subheads and Body Text	55
Figures and Tables	58
Headers and Footers	59
Short Reports	60
Short Report Cover Variations	61

**SECTION 11.0**11.1  
11.2  
11.3  
11.4  
11.5**BOOKLETS AND BROCHURES**

Booklet A	64
Booklet B	65
Booklet C	66
Generic Booklet	67
Trifold Brochure	68

**SECTION 12.0**12.1  
12.2  
12.3  
12.4  
12.5  
12.6  
12.7  
12.8  
12.9  
12.10  
12.11  
12.12  
12.13  
12.14  
12.16**OTHER PRODUCTS**

Poster	71
Tent Card	71
CD/DVD	73
Jewel Case	74
Envelope	75
Letterhead	77
Postcard	78
News Release	82
Fax Sheet	84
Factsheet	88
Newsletter	89
Slide Rule	92
Calendar	94
Data Wheel	96
Timeline	98

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## A MESSAGE FROM THE DIRECTOR

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Dear colleagues and associates:

I am pleased to introduce an updated version of the U.S. Census Bureau's brand and corporate identity guidelines and style guide. The previous style guide, released in Fiscal Year 2011, introduced our new logo and updated the styles, typefaces, and color palettes for the many information products we produce. This new document, which is posted on our intranet site, provides additional standards and guidelines.

Some of the new components of this style guide include:

- New templates for factsheets, news releases, newsletters, and brochures.
- Guidelines for report covers, spines, and title and acknowledgement pages.
- Logo placement of social media icons and QR (Quick Response) codes.

Throughout the next year, we will provide additional updates to the style guide that will include guidelines for on-line and social media products, in addition to corporate messaging, stock images, and more. This will help to ensure we have a consistent look and feel across all communications channels

As you review this new guide, I ask your assistance in adopting the guidelines and implementing them to help ensure a consistent and contemporary look to the Census Bureau brand.

Sincerely,



Robert M. Groves  
Director, U.S. Census Bureau



## INTRODUCTION

### About Our Brand

In accordance with the U.S. Constitution, the first census was taken in 1790. In 1810, the third Decennial Census included questions about the nation's economy. Data on 220 kinds of manufactured products were collected in 25 broad categories. By the 1840 Census, data on manufacturing, mining, and fisheries were collected; retail trade, wholesale trade, construction industries, and many other sectors were added over the years.

In 1902, the Census Bureau was established as a permanent federal agency, and the first quinquennial (every 5 years) economic census cycle began. In 1967, the present economic census schedule (years ending in “2” and “7”) was established. Today, we conduct more than 200 annual surveys that have become world-renowned as key indicators of the United States' economic stability.

Today's world demands faster, cheaper, and better information around the clock. With increased online usage and emerging technological trends, it is even more critical that the importance and relevance of the Census Bureau be ever present in people's hearts and minds.

This is why we are exploiting the success of the recent 2010 Census Integrated Communications Campaign. We are leveraging the \$380 million recently invested in public relations and new media to help maintain the people's trust and recognition that were achieved based upon successful logo-anchored outreach.

With this new branding effort, we also are implementing consistent “one voice” messaging and a holistic look and feel across all media channels and programs to dispel questions that people often ask—“What do you do the other 9 years?”

And, the brand will now include new taglines that reflect the relevance and scope of all of our work: “Measuring America—People, Places, and Our Economy” that bring us back to our roots.

### Brand and Corporate Identity Standards

The Census Bureau's best known assets are its public image, name recognition, and reputation as the renowned leader in statistical methodologies and valued data collections about our nation's people, places, and economy. In the end, they affect how the American public responds to our communications and programs. These are the cornerstones of our brand and corporate identity standards.

---

Because of the importance of a strong visual identity that helps us project our relevancy—a corporate image that accurately reflects who we are and what we do—we have taken great care in the development and implementation of these guidelines to present the brand in a consistent fashion and to govern the corporate identity standards by strict rules. If our use of these standards is haphazard, our renowned brand will be diminished. These guidelines have been prepared to facilitate consistency and quality in the use of the logo and taglines among both professional and nonprofessional users.

Exceptions to the guidelines are rare and must be approved by the Census Bureau’s Brand and Corporate Identity Standards Team. Your assistance and cooperation in the protection of the Census Bureau’s name and image is valued and appreciated.

### Section 1.3

#### **Components of Brand and Corporate Identity Standards**

An affluent and well-integrated brand and corporate identity fosters increased public recognition and relevance. An integrated brand (and associated identity standards) transcends any single element and includes all channels of communication and forms of media and messaging distributed by the agency.

To help us achieve this goal:

- Executive staff champions the importance of brand and corporate identity standards.
- The Census Bureau has demonstrated its ability to implement change efficiently and effectively when given a mandate to do so.
- In-house communications and publishing staffs are capable, experienced, and willing to enforce and maintain design and communication standards.
- Successful implementation hinges on a balance of standards to provide the framework and clear parameters for design, with flexibility and creativity to enable customization of at least some components of the identity standards.

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Section 1.3.1

***Members of the Brand and Corporate Identity Standards Team***

Stephen L. Buckner (Chair)	Chief, Center for New Media and Promotions
Jeri Green	Chief, Office of External Stakeholder Engagement
Francis Grailand Hall	Chief, Administrative and Customer Services Division
Kendall B. Johnson	Chief, Customer Liaison and Marketing Services Office
Fern Bradshaw	Assistant Division Chief, Field Division Partnership and Data Services
Stanley J. Rolark	Chief, Public Information Office

Section 1.3.2

***Elements***

The main goal of the style guide is to bring consistency to our brand and corporate identity by creating a common, shared “look and feel” that reaches across the spectrum of directorates to reinforce our messaging, while promoting the Census Bureau and improving our corporate culture.

Building upon the April 2011 version, the guide incorporates modifications to business cards and e-mail signatures, presentation templates, and marketing and advertisement packages. Now, included for the first time is information on the report-cover-grid-system, booklets and brochures, and other products such as letterhead usage, posters, post cards, CD/DVDs, and factsheets.

*An updated list of style guide elements, planned for later in 2012, will incorporate guidelines on:*

- Data Visualization
- Charts and Graphs
- Web Releases
- Social Media
- Corporate Language and Messaging
- Plain Language Guidelines
- Stock Visuals
- Video Inventory

---

By invigorating the image of the Census Bureau and utilizing the most effective visual presence, we will preserve our reputation as trustworthy, technologically sophisticated, and efficient. Incorporating our new look and feel into your everyday Census Bureau activities will help us achieve our overall goal of “Measuring America—People, Places, and Economy.”

## Section 1.4

### **Brand Strategy**

The Census Bureau has a mandate to measure America’s people, places, and economy. In fact, it is the only organization that has the authority to conduct such in-depth, truly objective, broad-based surveys and it must do so while protecting individuals’ confidentiality.

Accomplishing these tasks is critical to forging important policy and business decisions at all levels. Moreover, the Census Bureau’s official mission is “to be the preeminent collector and provider of timely, relevant, and quality data about the people and economy of the United States.”

To achieve our mission, we must maintain our relevance and recognition in and among the general public, Congress, government, academia, businesses, professional associations, national statistical organizations, and with our advisors and partnering organizations.

### Section 1.4.1

#### **Goals**

The Census Bureau is one of the most prominent federal government agencies in the eyes of Congress, our partners, stakeholders, the media, businesses, academia, and the general public. As such, our reputation depends on the strength and value of our brand and visual identity. After reviewing lessons learned from the recent 2010 Census undertakings, we determined that the new visual identity that had effectively communicated across multiple channels and venues over the past couple of years to achieve a successful census needed to leverage this investment in its brand and corporate messaging to maintain the Census Bureau’s prominence and reputation as:

- Trustworthy and confidential
- Technologically sophisticated
- Efficient and effective in its mission
- Sensitive to the various constituencies it serves
- A pace-setting statistical agency with international impact

---

## Section 1.4.2

### **Objectives**

The Director of the Census Bureau asked communications and graphics specialists, as caretakers for the Census Bureau's image across all print, Web, and media relations messaging to:

- Refresh the brand and corporate identity standards to invigorate the image and the Census Bureau's relevance as the leader of official U.S. statistics methodologies and valued data collections.
- Maintain the most effective visual presence of the Census Bureau's core identity to serve as the organization's long-term corporate brand.
- Maintain standards for graphic and visual presence that reinforce the Census Bureau as the bearer for the national and international statistical organization category.
- Exploit the increased visibility and recognition recently achieved.
- Best embody a timely, relevant, and quality look and feel.
- Better benefit and promote all communications and activities conducted by the Census Bureau.

## Section 1.5

### **Census Bureau's Branded Name**

Except for the Bureau of the Census seal (used only on official and legal documents), we will refer to ourselves as the U.S. Census Bureau or the Census Bureau. For external communications, in the first reference to the agency only, use "U.S. Census Bureau"; on all subsequent references within the communication, use "Census Bureau." For internal communications, always use "Census Bureau." Never use "the Bureau" or "Census" as stand alones when referring to the agency or its programs and work.

As mentioned in the introduction to this style guide, we are including a new tagline that reflects the relevance and scope of all of our work: "Measuring America—People, Places, and Our Economy." This is to be used only within the approved logos included in this guide. Messaging within communications may also echo that "we measure America—people, places, and our economy," as appropriate.

We have begun an earnest effort to remove, in all instances, any future use of the Census Bureau's former wordmark:

U S C E N S U S B U R E A U  
and its accompanying tagline:  
"Helping you make informed decisions."

## SUPPORTED TYPE STYLES

This section describes the supporting type styles for all Census Bureau communications and messaging. Type style consistency on Census Bureau applications and materials is essential for projecting a cohesive public image and recognizable design style.

The Lucida type family as a serif type style and the Lucida Sans type family as a sans serif type style will remain as the preferred support type styles for the Census Bureau's brand identity. These type styles should be used for all text on assets.

Shown here is a selection of available weights and styles of the Lucida and Lucida Sans type families. Selection of the appropriate typography style within this family will be left to the discretion of the art director or project manager.

### Section 2.1

#### Preferred Serif Type Style

- Lucida Roman

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

- *Lucida Italic*

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*

*abcdefghijklmnopqrstuvwxyz*

*1234567890*

- **Lucida Bold**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**

**abcdefghijklmnopqrstuvwxyz**

**1234567890**

- ***Lucida Bold Italic***

***ABCDEFGHIJKLMNOPQRSTUVWXYZ***

***abcdefghijklmnopqrstuvwxyz***

***1234567890***

Section 2.2

**Preferred Sans Serif Type Style**

- Lucida Sans Roman  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

- *Lucida Sans Italic*  
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

- **Lucida Sans Bold**  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

- ***Lucida Sans Bold Italic***  
***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

Section 2.3

**Alternate Serif Type Style**

- Times New Roman  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

- *Times New Roman Italic*  
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

Section 2.4

- **Times New Roman Bold**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**

**abcdefghijklmnopqrstuvwxyz**

**1234567890**

- *Times New Roman Bold Italic*

***ABCDEFGHIJKLMNOPQRSTUVWXYZ***

***abcdefghijklmnopqrstuvwxyz***

***1234567890***

**Alternate Sans Serif Type Style**

- Helvetica Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890

- *Helvetica Oblique*

*ABCDEFGHIJKLMNOPQRSTUVWXYZ*

*abcdefghijklmnopqrstuvwxyz*

*1234567890*

- **Helvetica Bold**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**

**abcdefghijklmnopqrstuvwxyz**

**1234567890**

- *Helvetica Bold Oblique*

***ABCDEFGHIJKLMNOPQRSTUVWXYZ***

***abcdefghijklmnopqrstuvwxyz***

***1234567890***

---

- **Helvetica Black**

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**

**abcdefghijklmnopqrstuvwxyz**

**1234567890**

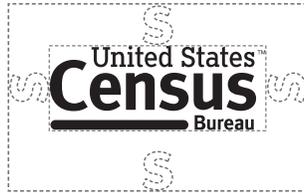
**Note:** The Times Roman type family as a serif type style and the Helvetica type family as a sans serif type style have been selected as the alternate support type styles for the Census Bureau's brand identity when Lucida or Lucida Sans type families are not available. A selection of available weights and styles are shown here. Selection of the appropriate typography style within the Times Roman and Helvetica families will be left to the discretion of the art director or project manager.

## CENSUS BUREAU LOGO STANDARDS

The Census Bureau logo consists of the words “United States Census Bureau” displayed in specific fonts. No other font can be used to build the logo. It can appear as a stand alone or be coupled with an approved tagline, theme, or regional office as displayed here.



When the Census Bureau logo is used, it should be sufficiently isolated from illustrations, or other words or images that might detract from the logo’s importance. One good general rule is that the logo be one “s” height (from the word “Census”) away from illustrations, photographs, rules, page edges, or other type.



The Census Bureau logo shall be used on any printed, digital, or visual assets where identification is desirable to promote the Census Bureau’s image and brand, including flags, vehicles, exhibit structures, banner and poster displays, podiums, projected visuals, reports/covers, brochures/pamphlets, portfolios/folders, stickers, pencils, magnets, business cards, letterhead, envelopes, and forms.

The corporate logo is available in a variety of styles for use on a variety of media for headquarters’ and regional office uses. All Census Bureau programs and offices will affix only the official logo and approved taglines to Census Bureau produced properties. Requests for any customizations to the logo must be submitted to the Census Bureau’s Brand and Corporate Identity Standards Team who, in turn, will forward with their recommendations to the Census Bureau’s operating committee for final decision.

## Colors

The Census Bureau's logo is available in Census Bureau black, red, and blue. These colors will accommodate most one- or two-color print jobs created by the Census Bureau. Instances where copy must be another color, the logo's default color will be black.

### Census Bureau black

#### *Census Bureau black*



Black  
(Both coated and uncoated)

#### *Census Bureau red*



PANTONE® 194C  
(For coated paper stock)



PANTONE® 187U  
(For uncoated paper stock)



Process builds for  
PANTONE® 194C  
(For coated paper stock)

C: 0.0  
M: 91.0  
Y: 56.0  
K: 34.0



Process builds for  
PANTONE® 187U  
(For uncoated paper stock)

C: 0.0  
M: 91.0  
Y: 72.0  
K: 23.5

#### *Census Bureau blue*



PANTONE® 2935C  
(For coated paper stock)



PANTONE® 2935U  
(For uncoated paper stock)



Process builds for  
PANTONE® 2613  
(For both coated and  
uncoated paper stock)

C: 100  
M: 47  
Y: 0.0  
K: 0.0



RGB  
R: 0  
C: 10  
B: 182

**Note:** The colors shown are for example only and are not intended to match PANTONE® colors. See the current PANTONE® Color Standards book for color swatches and formulas. PANTONE® is a registered trademark of Pantone, Inc.

Section 3.2

**Positive and Reverse Logos**

Although the preferred use of the logo is Census black, red, or blue on a white or light background, there may be a need, from a design standpoint, to use the logo in a reversed format. Attention must then be given for the logo to be clearly legible. Background colors that are dark enough to provide adequate contrast should be used.

As a general rule, mid-range (55 percent) or less color saturation should be avoided since there is not enough contrast for effective logo use.

When a positive logo is used on a color background the logo will appear in Census black, red, or blue, whichever offers the most contrast.

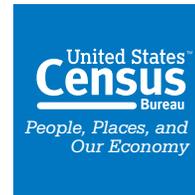
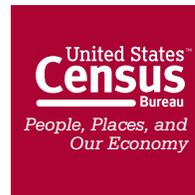
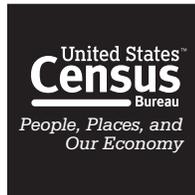
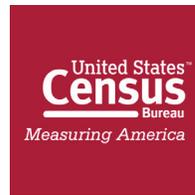
*Positive logo*



*Reverse logo*



*Positive and reverse logos with taglines*





### Reproduction Sizes—Con.

Standard sizes have been determined which establish the most effective presentation of the logo. Brochure, stationery, and report cover sizes are illustrated below. A .45" emblem for use on report cover spines is the smallest allowable size.

Report cover spine,  
business card



CD, jewel case



Brochure, print system



Report cover



Section 3.4

### Unacceptable Applications of Census Bureau Logos

Below, we provide examples of unacceptable applications of the new Census Bureau logos. Please note these examples pertain to all iterations of the logo: i.e., the “solo” version as shown with tagline (Measuring America) or with theme line (Economic Statistics); the American Indian and Alaskan Native version; and the in-language logo for Puerto Rico.

Do not violate the logo clear zone.



Do not place logo over complex backgrounds.



Do not add or change typeface of logo type.



Do not abbreviate logo typeface or add other words.



Do not alter color from accepted standards.



Do not alter size or proportions of elements within the logo.



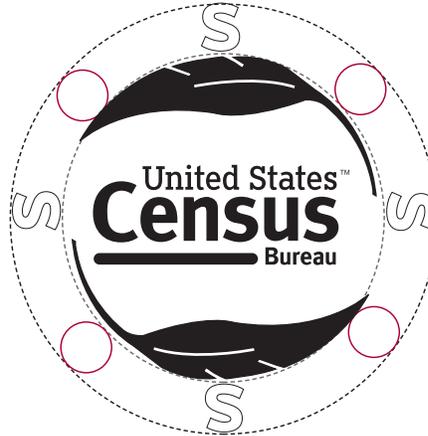
## AMERICAN INDIAN OR ALASKA NATIVE (AIAN) LOGO STANDARDS

### **AIAN Logo**

The AIAN logo consists of the words “United States Census Bureau” with two feathers encircling the words, displayed in the specific fonts that were created for this logo. No other font can be used to build the logo. This logo is for use on products and materials created for the AIAN population. The AIAN logo should never be used together with the standard Census Bureau logo on any material.

When the AIAN logo is used, it should be sufficiently isolated from illustrations, or other words or images that might detract from the logo’s importance. A good general rule is that the logo be one “s” height (from the outside of the circle created by the feathers) away from illustrations, photographs, rules, page edges, or other type.

*Circles can be used in place of the “s” for measuring spacing around the logo, as long as the circles are the same height as the “s” as illustrated.*



Section 4.2

### **AIAN Logo Colors**

The AIAN logo is limited to two developed colors, Census red and black, as defined earlier in this style guide.

Coated and uncoated paper stock swatches of the AIAN colors are provided in the back of this manual.

#### *AIAN Census black*

---



Black  
(Both coated and uncoated)

#### *AIAN Census red*

---



PANTONE® 194C  
(For coated paper stock)



PANTONE® 187U  
(For uncoated paper stock)



Process builds for  
PANTONE® 194C  
(For coated paper stock)  
C: 0.0  
M: 91.0  
Y: 56.0  
K: 34.0



Process builds for  
PANTONE® 187U  
(For uncoated paper stock)  
C: 0.0  
M: 91.0  
Y: 72.0  
K: 23.5

**Note:** The colors shown are for example only and are not intended to match PANTONE® colors. See the current PANTONE® Color Standards book for color swatches and formulas. PANTONE® is a registered trademark of Pantone, Inc.

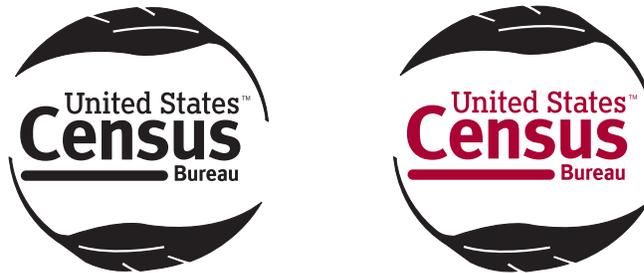
Section 4.3

**AIAN Logo Color Combinations**

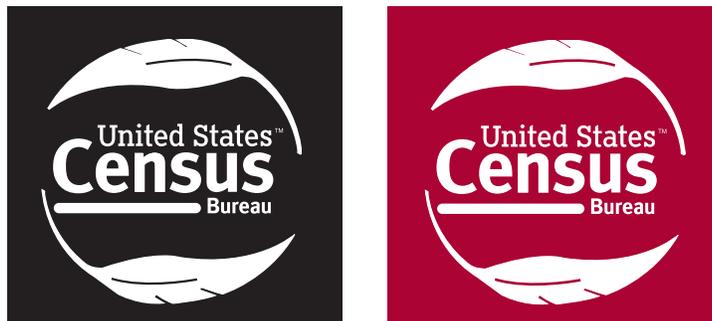
The AIAN logo combinations are to be used in the manner shown below only, solid black or red words and black feathers.

The logo can also be used in reverse, as solid white only, with a background no lighter than 60 percent color saturation.

*AIAN positive logo*



*AIAN negative logo*



**Spanish Version**

The Census Bureau's in-language Puerto Rico logo consists of the words "Negociado del Censo ("Census Bureau"), Estados Unidos ("United States"), Puerto Rico," as a stand alone. No other fonts can be used to build this logo.

When the Puerto Rico logo is used, it should be sufficiently isolated from illustrations, or other words or images that might detract from the logo's importance. One good general rule is that the logo be one "s" height (from the word Census) away from illustrations, photographs, rules, page edges, or other type.



Section 5.2

**Puerto Rico Logo Colors**

The Negociado del Censo Estados Unidos Puerto Rico logo is limited to two developed colors, purple and black.

Coated and uncoated paper stock swatches of colors are provided.

*Census Puerto Rico black*

---



Black  
(Both coated and uncoated)

*Census Puerto Rico purple*

---



PANTONE® 2613C  
(For coated paper stock)



PANTONE® 2613U  
(For uncoated paper stock)



Process builds for  
PANTONE® 2613  
(For both coated and uncoated paper stock)

C: 63.0  
M: 100.0  
Y: 0.0  
K: 15.0

**Note:** The colors shown are for example only and are not intended to match PANTONE® colors. See the current PANTONE® Color Standards book for color swatches and formulas. PANTONE® is a registered trademark of Pantone, Inc.

### **Puerto Rico Positive and Reverse Logos**

The preferred use of the logo is Census purple or black on a white or light background. On rare occasions, a design may require a reverse formatted logo.

Give close attention to ensure that the images are clear. Use background colors that are dark enough to provide adequate contrast. As a general rule, avoid mid-range (55 percent) or less color saturation to ensure there is enough contrast so the images display clearly.

When using a positive logo on a colored background, such as colored paper stock, use the logo color (Census purple or black), that offers the most contrast between the stock and the image.

*Puerto Rico positive logo*



*Puerto Rico negative logo*



## U.S. CENSUS BUREAU AND U.S. DEPARTMENT OF COMMERCE SEALS

Census Bureau



Black and white



Color

Department of Commerce



Black and white



Color

The Census Bureau and the Department of Commerce (DOC) affix their seals to legal documents that are signed by both the Director of the Census Bureau and the Secretary of Commerce on documents that carry their names and titles.

Title 13, Code of Federal Regulations, Part 100, states that the Census Bureau's seal shall be affixed to all legal certificates and attestations that may be required from the Census Bureau, such as the following:

- Awards and certificates for meritorious service.
- Certificates for successful completion of training.
- Copies of any other documents requiring authentication that the material is a true copy of the original. (Official Census Bureau publications do not require the seal for authentication.)
- Special tabulations and compilations, when requested.
- Official statements of the population of municipalities and other places, when requested.
- Publications printed for public distribution, in accordance with the guidelines for report covers.

The Census Bureau's Legal Office answers all questions about the seal's usage. The Census Bureau's Communications Directorate's Correspondence Quality Assurance Staff (CQAS), housed in the Policy Office, has custody of the official DOC and Census Bureau seals. CQAS affixes these seals as appropriate to printed documents.

## EXHIBIT STRUCTURES

### Exhibits and Collateral Materials

The Communications Directorate, under authority from Census Administrative Manual Chapter B-18 Promotions and Events Program provides the following services to administrative and program areas that wish to include exhibit structures and other displays at Census Bureau sponsored events and conferences.

#### Staff:

- Identify and coordinate all agency procurements of exhibit structures, display accessories, and graphics for Census Bureau public displays and promotions to ensure brand and corporate identity compliance.
- Design, modify, and/or tailor structures and graphic panels to reflect sponsoring area's theme(s) or message(s) to targeted audiences while maintaining the messages and images of the brand and corporate identity standards.
- Coordinate storage and maintain all Census Bureau exhibit structures, display accessories, and graphic panels. Work with service providers to accurately inventory and identify structures and accessories for each event; and, to coordinate shipments, replacements, and repairs.
- Collect and arrange for shipment of exhibit materials and any other special needs.
- Provide for all exhibits: (1) a generic collection of materials that promote the Census Bureau's overall mission and, (2) special display items and hand outs suggested by sponsoring areas to promote specific programs or products to targeted audiences.

In keeping with the refreshed brand and corporate identity initiative, the Census Bureau has invested in new exhibit structures and collateral materials that will help us project a consistent and panoramic perspective of the Census Bureau and its work representative of our message: Measuring America—People, Places, and Our Economy.

Several versions of the structures with graphics are available through the conferences and events program on a first-come, first-served basis.

As you review the following items, you will note that the logo is front and center above the panorama of people, places, and economy-related images. Themes and topics (instead of program names and units) appear in the lower portion of all structures and materials.

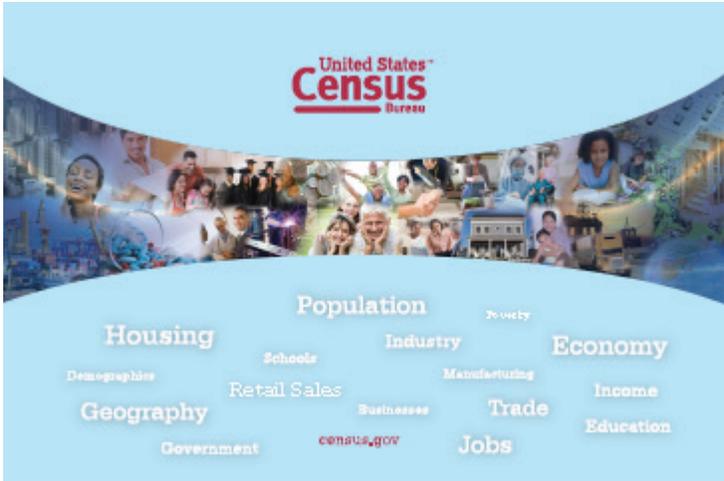
There are caveats to options available for tailoring graphic panels and thematic words and topics. That is, the Census Bureau’s logo must appear front and center, the panorama should reflect themes or topics appropriate to the American public’s benefit or use of the products or services, and make a cohesive and attractive reflection of the Census Bureau’s Measuring America—People, Places, and Our Economy.

The color schemes will remain consistent across all media and venues.

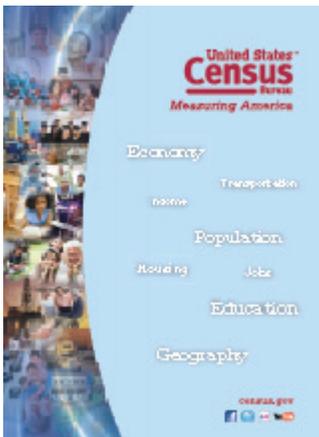
Section 7.2

**Portable Exhibit Structures**

8 x 10  
Retractable Unit



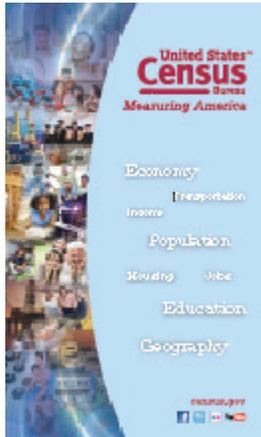
5 x 8  
Retractable Unit



3 x 8  
Retractable Unit



4 x 8  
Retractable Unit



9 x 12  
Information Kit:

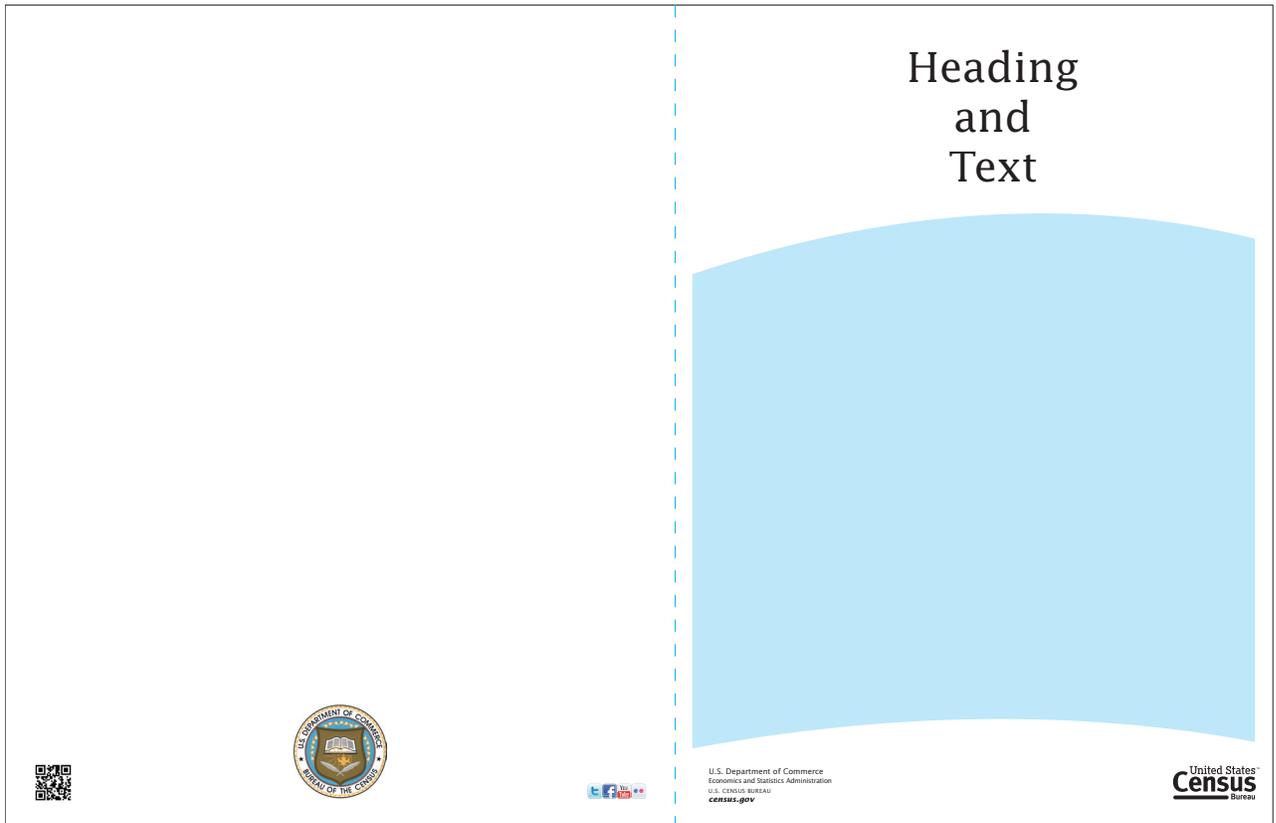


A large supply has been ordered to accommodate presentations, meetings, conferences, training sessions, and other Census Bureau activities where we interact and exchange information with counterparts, partners, stakeholders, the media, businesses, and the American public.

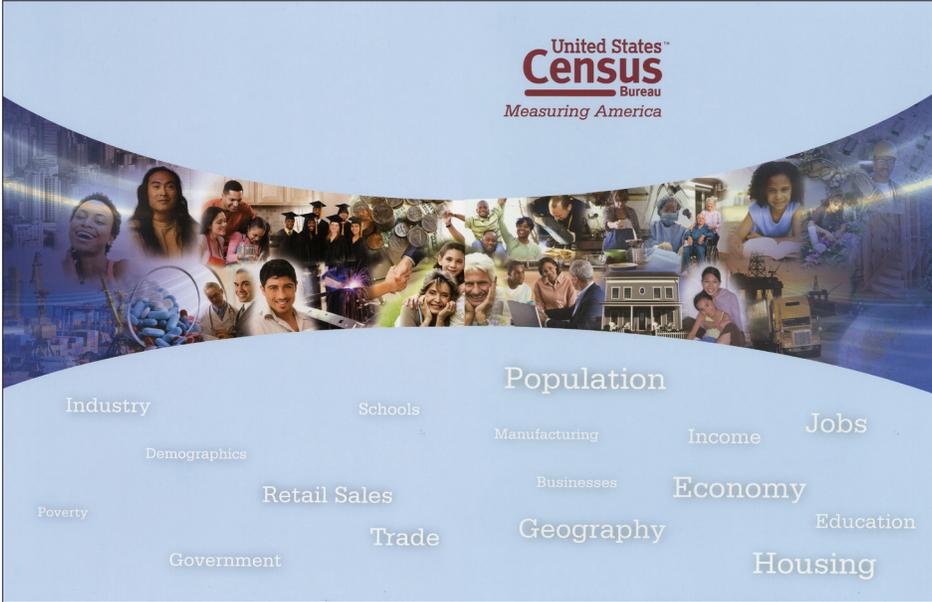
Each kit includes a die cut for business card insertion, 2 inside panels to hold papers in place, and a non-slick surface to make carrying multiple folders easier.

Section 7.3

**Folder**



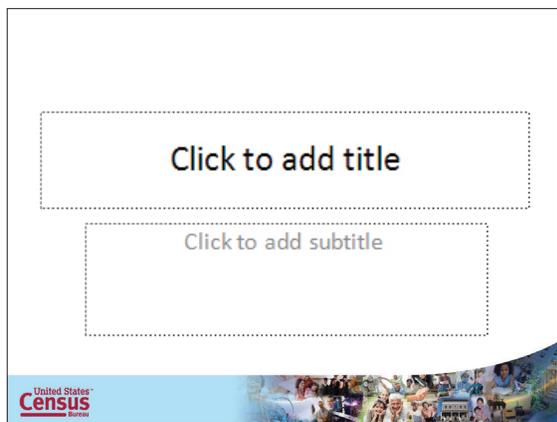
**Folder Example**



## POWERPOINT SLIDES

For all templates available please visit:  
<http://cww.census.gov/cnmp/brand/templates.html>

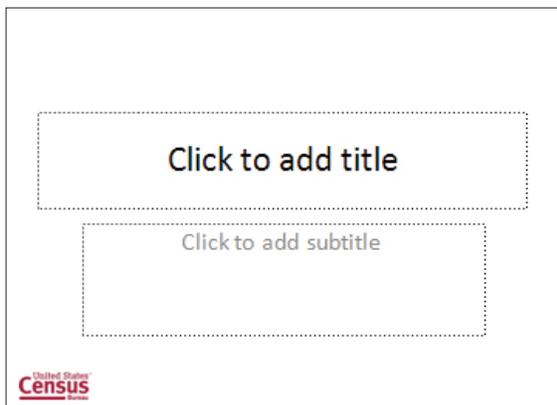
*Panoramic View*



*Plain View*



*General View*



## CONTACT INFORMATION

### Business Card Guidelines

A format has been designed for the Census Bureau that contains the Census Bureau logo along with social media icons. This is a strict set format for all Census Bureau programs and offices.

**United States<sup>™</sup>**  
**Census**  
Bureau  
census.gov

U.S. DEPARTMENT OF COMMERCE  
U.S. Census Bureau  
Washington, DC 20233

**John Q. Public**  
Statistician

Phone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX  
E-mail: john.q.public@census.gov

Connect with us:

**United States<sup>™</sup>**  
**Census**  
Bureau  
census.gov

U.S. DEPARTMENT OF COMMERCE  
U.S. Census Bureau  
Washington, DC 20233

**John Q. Public**

Phone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX  
E-mail: john.q.public@census.gov

Connect with us:

**United States<sup>™</sup>**  
**Census**  
Bureau  
Atlanta Region  
census.gov

U.S. DEPARTMENT OF COMMERCE  
U.S. Census Bureau  
Atlanta, GA 30303-2700

**John Q. Public**  
Statistician

Phone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX  
E-mail: john.q.public@census.gov

Connect with us:

**Negociado del<sup>™</sup>**  
**Censo**  
Estados Unidos  
Puerto Rico  
census.gov

U.S. DEPARTMENT OF COMMERCE  
Bureau of the Census  
Puerto Rico Area Center  
City View Plaza II Suite 3000  
State Road 165 KM 1.2  
Guaynabo PR 00968

**John Q. Public**  
Statistician

Phone: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX  
E-mail: john.q.public@census.gov

Connect with us:

Note: All other Census Bureau stationery, i.e., letterhead, envelopes, and fax coversheets must follow the specifications for logos, type styles, and type sizes detailed in the Census Bureau's corporate identity guidelines.

## E-mail Signatures

The Census Bureau's Lotus Notes e-mail program allows us to include our personalized business e-mail signatures automatically. And, we use these signatures to help people remember who we are, where we work, and the multiple ways they can communicate with us. In the real world (as opposed to online) when we meet prospective customers, we would hand them our business card to keep for future use when they had a question or needed our help again.

Think of your e-mail signature as your online business card that can be affixed automatically to every e-mail you send, every forum post, every comment you leave, or any time you want to put your name on professional business communications. Just be sure to follow the guidelines for the media to which you are posting.

---

**John Q. Public**  
Your Title Here  
Your Division/Office Here  
U.S. Census Bureau  
Office: 000-000-0000  
Cell: 000-000-0000  
Fax: 000-000-0000  
E-mail: [John.Q.Public@census.gov](mailto:John.Q.Public@census.gov)  
[census.gov](http://census.gov)

Connect with us:  


It is not just a good idea to attach a business card e-mail signature to every message that is sent out, it is vital to the Census Bureau's business success. Signatures work as repeated reminders of the Census Bureau's identity every time customers see them. Templates (e.g., business cards) that inappropriately used the Census Bureau's official seal will be revised so that the seal is replaced with the new corporate logo.

The more often people see your name and the Census Bureau's name when we communicate with them, the more likely our relationship with them will last. This is what we want—to be first in the hearts and minds of all of our customers!

Therefore, we have created an approved e-mail signature, icons with links to social media, and your personalized contact information.

### Appending your HTML Signature in iNotes.

In your iNotes client, click "Preferences" in the upper right-hand corner. Click the "+" beside "Mail" to expand; then click "Signature".

In the “Plain text” box, paste the text below, replacing the highlighted text with your information:

```
[<!DOCTYPE html PUBLIC "-//W3C//DTD XHTML 1.0 Transitional//EN"
"http://www.w3.org/TR/xhtml1/DTD/xhtml1-transitional.dtd"><html
xmlns="http://www.w3.org/1999/xhtml"><head><meta http-
equiv="Content-Type" content="text/html; charset=utf-8" /><title>Email
signature</title></head><body><hr /><p style="font-family:Arial,
Helvetica, sans-serif; font-size:11px;"><span style="font-size:14px;
font-weight:bold;">John Q. Public</span><br /> Your Title Here<br />
Your Division/Office Here <br />U.S. Census Bureau</p><p style="font-
family:Arial, Helvetica, sans-serif; font-size:11px;">Office: 000-000-
0000<br /> Cell: 000-000-000<br /> Fax: 000-000-000<br />E-mail:
John.Q. Public@census.gov<br /> <a href="http://www.census.
gov/">census.gov</a></p><p style="font-size:12px;"><em>Connect
with us:</em><br /><a href="http://twitter.com/uscensusbureau"></a><a href="http://www.facebook.
com/uscensusbureau"></
a><a href="http://www.youtube.com/USCensusBureau"></a><a href="http://www.flickr.com/photos/
uscensusbureau/"></a></p></
body></html>]
```

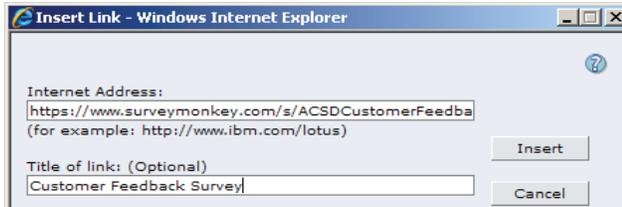
Lastly, at the bottom of the “Signature” window, be sure that the “automatically append” box is checked and the “plain text” radio button is selected like the screenshot on page 37.

Do keep in mind that the signature code includes images from a web server, so these images are considered remote images. Remote images are blocked from displaying by default in most web-based email packages and iNotes will give you a security warning similar to the one below:

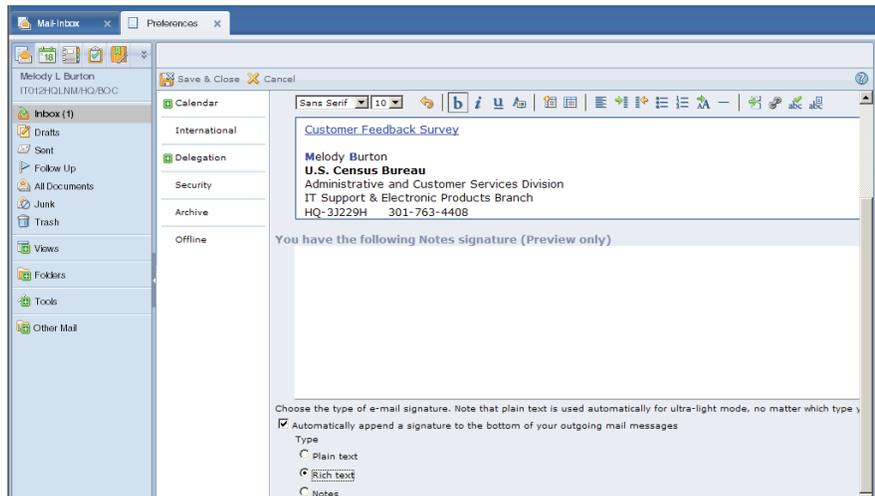
Security: To ensure privacy, images from remote sites were prevented from downloading. Show Images

You must click the “Show Images” hyperlink to see the Twitter, Facebook, YouTube, and Flickr icons if you want to see the icons.

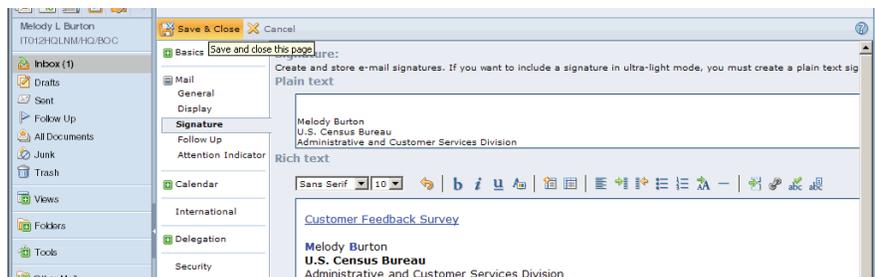
Click **Insert**.



At the bottom of the screen, **Check** the boxes for **Automatically append a signature** to the bottom of your outgoing mail messages and **Rich Text**.



Click **Save & Close** at the top of the screen.



## REPORT COVER GRID SYSTEM

As the basis of the report cover, the grid system ensures an organized and consistent presentation. The structure of the grid determines how and where the information on the cover is laid out. It dictates the location of all elements, including text, images, and logos. The grid, with its pre-determined positions for the different elements, may not be altered.

**A. Report information panel:**

The top part of the report cover is reserved for report information.

**A1. Baseline**

**B. Program and author information panel:**

The center panel is reserved for program and author information.

**C. Endorsement panel:**

The bottom panel is reserved for the U.S. Census Bureau logo, other endorsements, and web address. The logo, the U.S. Department of Commerce endorsement, and the program name are positioned in consistent locations.



Section 10.1

The report cover system is one of the most important aspects of the new U.S. Census Bureau visual identity. As described in this section, the system is flexible and provides many engaging and workable options. With careful and consistent application of the system standards, we will be able to represent the attributes desired: integrity, consistency, and accuracy. Through logical visual links between all our reports, we will increase the visibility, unify the perception, and update the image of the U.S. Census Bureau.

**Data Placement**

**Report Title and Date**

Lucida, 22 pt/28 pt, black or white

**Report Subtitle**

Lucida Italic, 14 pt/20 pt, 50% black or white

**Program Title**

Lucida Sans Bold, 12 pt/13 pt, black or white

**Program Subtitle**

Lucida Sans Italic, 12 pt/13 pt, 50% black or white

**Author's Name**

Lucida Sans, 9 pt/13 pt, black or white

**Issue Date**

Lucida Sans, 9 pt/11 pt, black or white

**Publication Number**

Lucida Italic, 6 pt/8 pt, black or white

**U.S. Department of Commerce**

Lucida Sans, 7.5 pt/10 pt, black or white

**Economics and Statistics Administration**

Lucida Sans, black or white

6.5 pt/10 pt

**U.S. CENSUS BUREAU**

Lucida Sans, 5.5 pt/10 pt, black or white

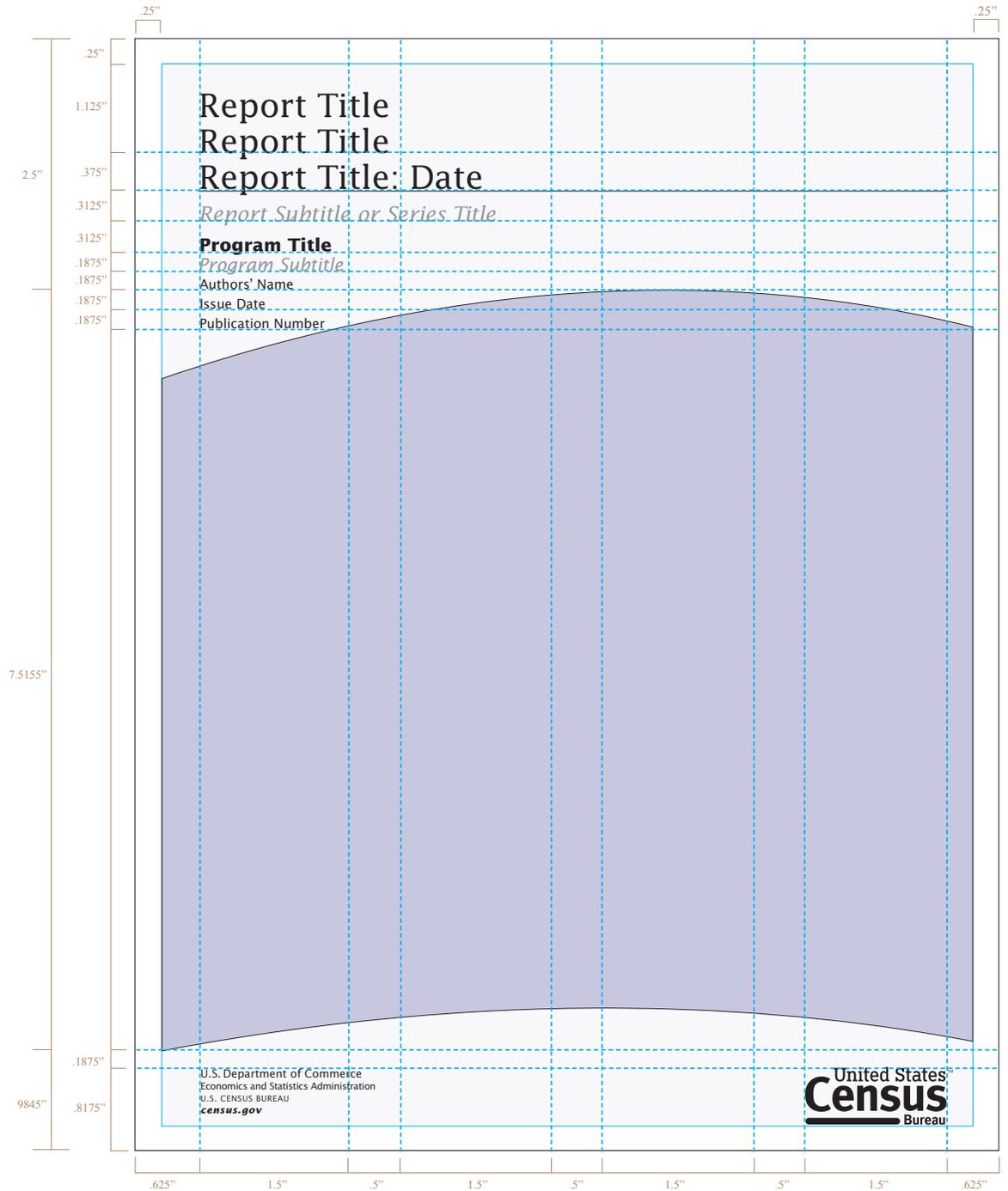
**census.gov**

Lucida Sans, bold italic, 7.5 pt/10 pt black or white

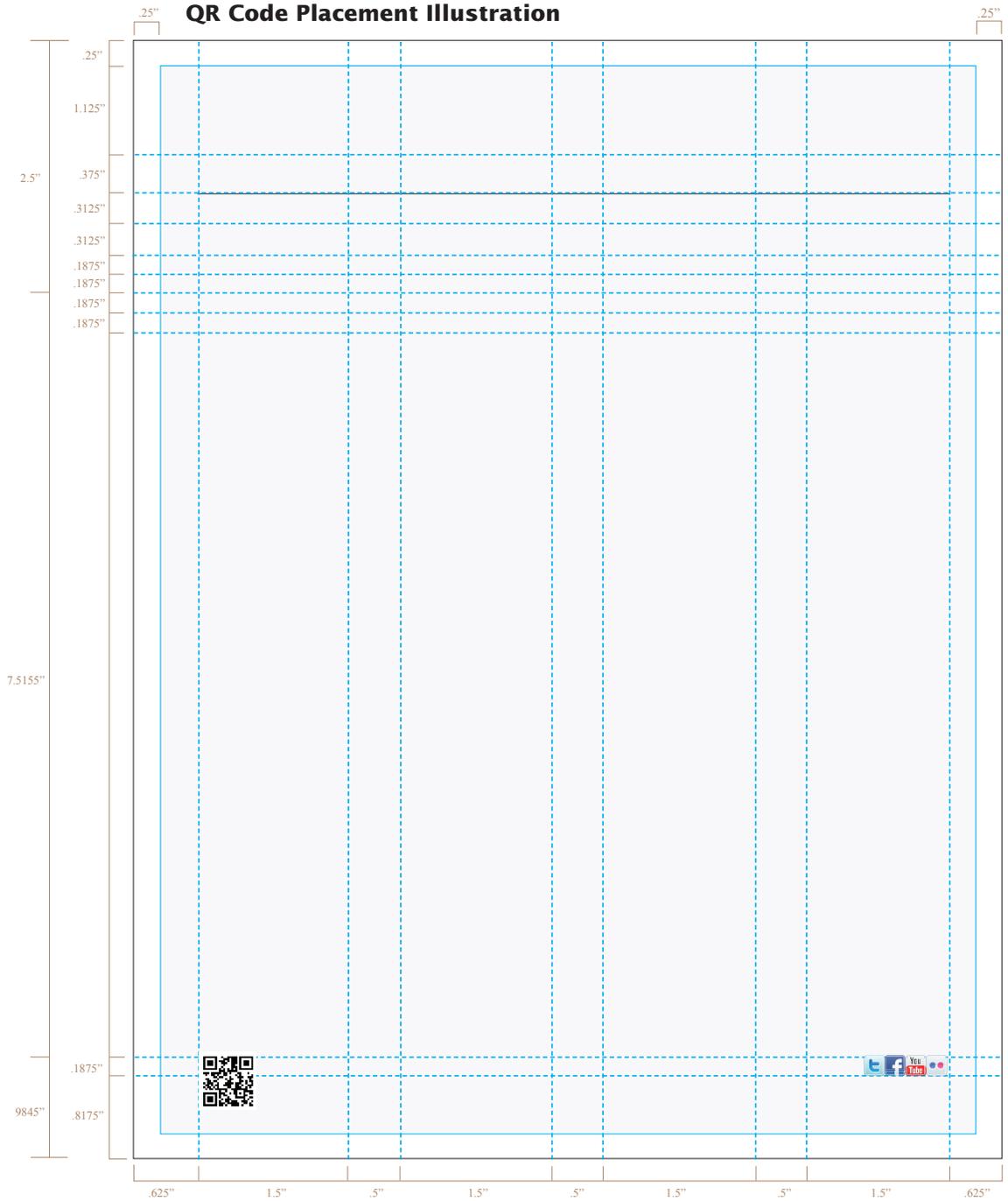
**Census Logo**

1.5" width, black or white

### Report Cover Data Placement Illustration



## Report Back Cover Social Media and QR Code Placement Illustration



---

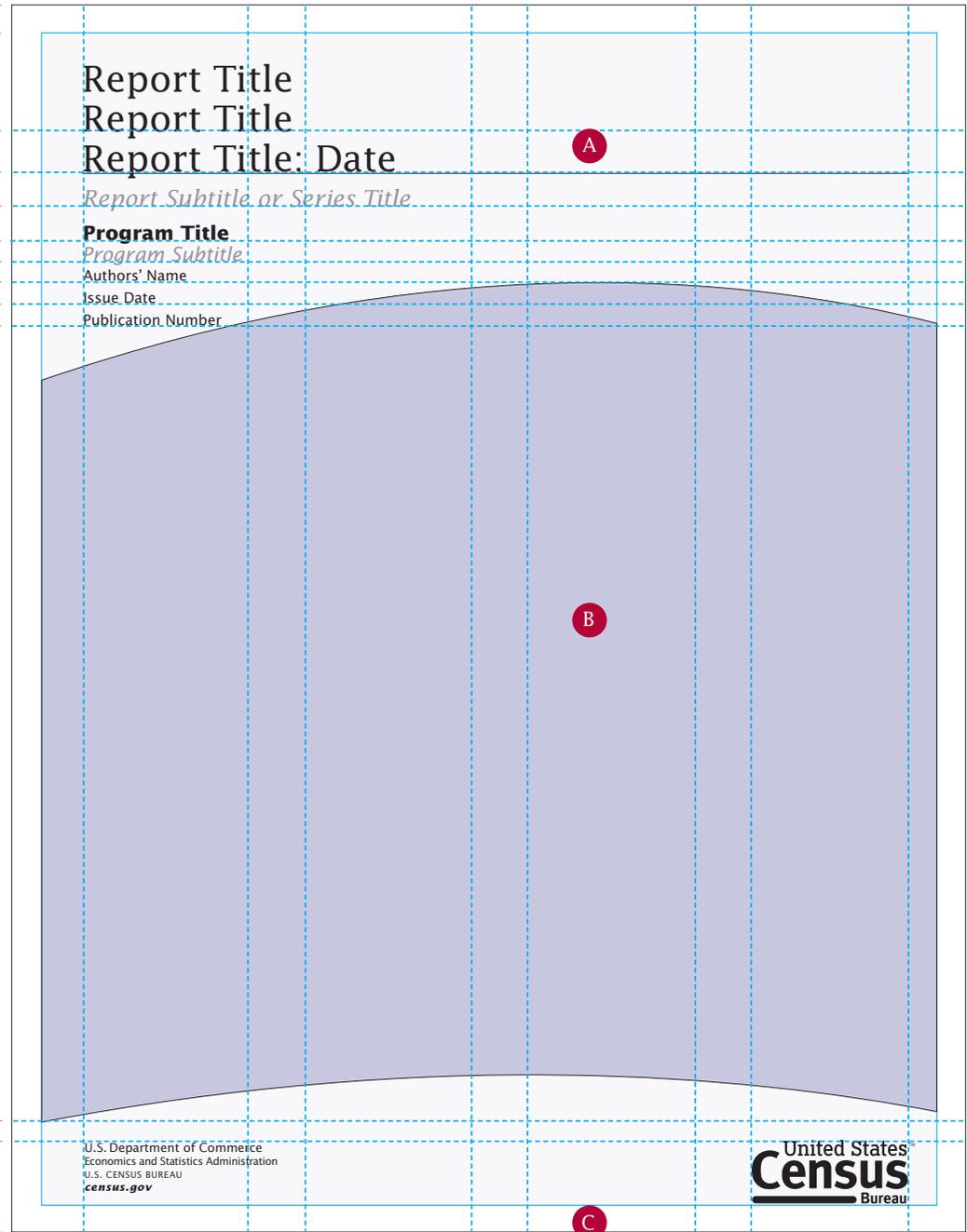
## Section 10.2

### **Color Placement**

Use of color is another important element in defining the report cover system. The appropriate application of the U.S. Census Bureau color palette will further help unify our reports. This page describes general guidelines for flexible use of color, and the following pages show several possible variations that may be achieved.

- A. The report information panel may be white, a solid color, or tint allowing design flexibility. The text color is either a color, white or black.
- B. The imagery window may be filled using illustrations, photos or vector imagery. On short reports, those with less than 30 pages, it may be filled using a solid color or tint.
- C. The report information panel may either be white, a solid color, or tint allowing design flexibility. The color of text is either black or white. The logo color is an official Census color.

### Report Cover Color Placement Illustration



Section 10.3

**Dual Roster**

Covers with a dual roster will not use the logo in the endorsement panel.

Institutional credits will appear in the endorsement panel, side by side and flush left with the report title

U.S. Department of Housing  
and Urban Development

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
***census.gov***



1/4 inch

---

## Section 10.4

### **Imagery**

The report cover system was created to provide a cohesive look and feel to the entire body of work we produce. This look and feel is iterated by the consistent placement of information on the report cover. On the cover, information is basically organized—and read—from top to bottom. In effect, it goes from the specific to the general, creating intrinsic meaning along the way.

### **Imagery Placement**

Imagery, such as illustration, photography, or other graphic treatment, may only be applied on the imagery window (or arc). See examples on the next few pages for both imagery and color variations. Adjusting the width of the imagery window for either a 0.25" border or bleed is done by scaling only the X axis by 105 percent to retain grid height.

**Cover Example**

**Census Economic Studies Report: 2011**

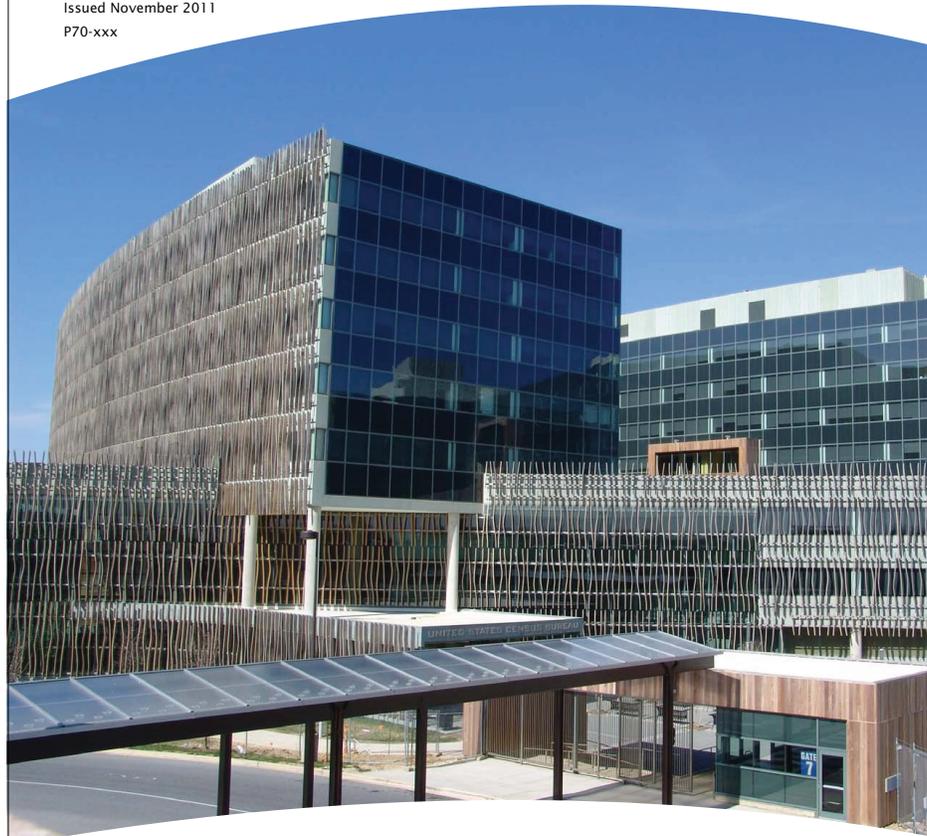
*United States Economic Studies*

**Current Population Reports**

By John Jones and Steve Smith

Issued November 2011

P70-xxx



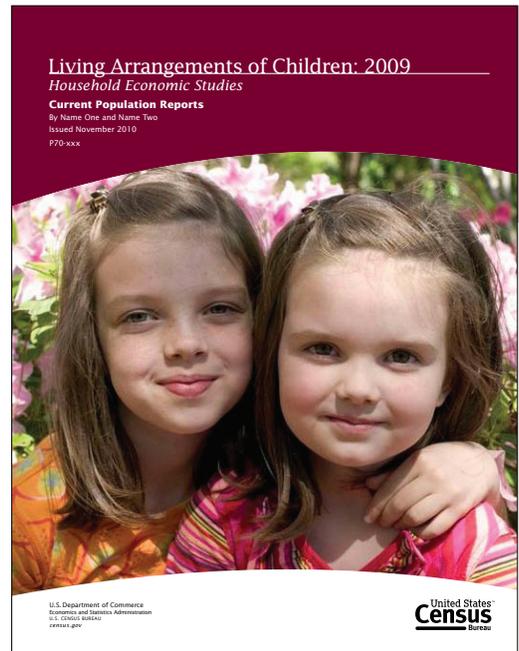
U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU



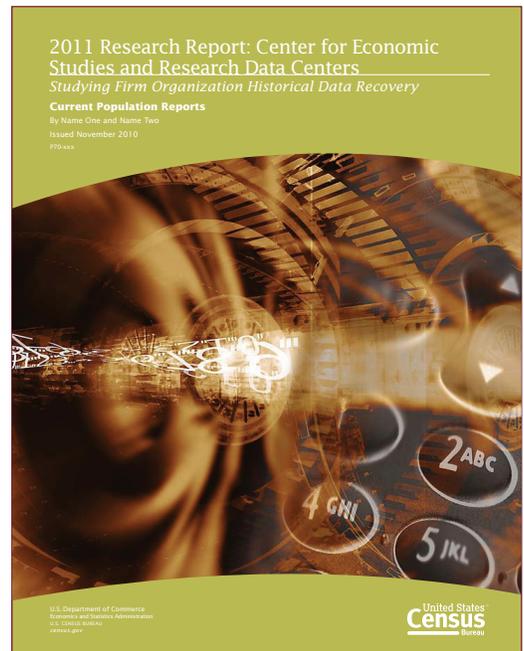
Section 10.5

**Report Cover Variations**

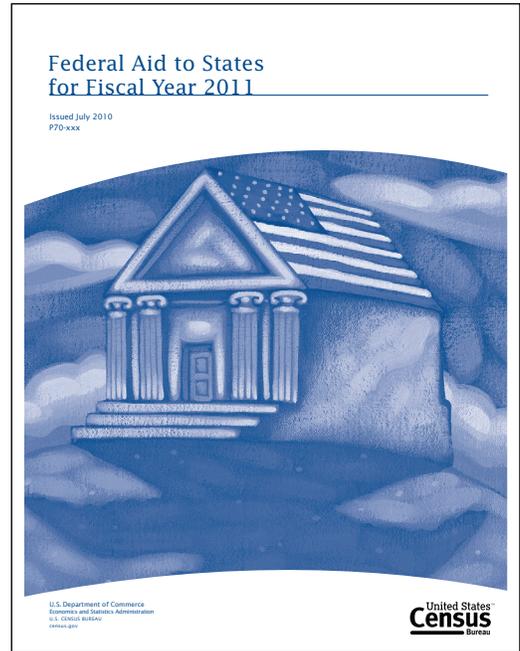
One color background field for upper panel with reverse type. Imagery window and background full bleed. Endorsement and logo are black.



One color background field for upper and lower panels with reverse type, endorsement and logo. Imagery window and background full bleed.



White background field for upper and lower panels. Title, endorsement, and logo are black. Imagery window has 0.25" border.



One color background field for upper and lower panels with reverse type, endorsement and logo. Imagery window and upper panel has 0.25" border.

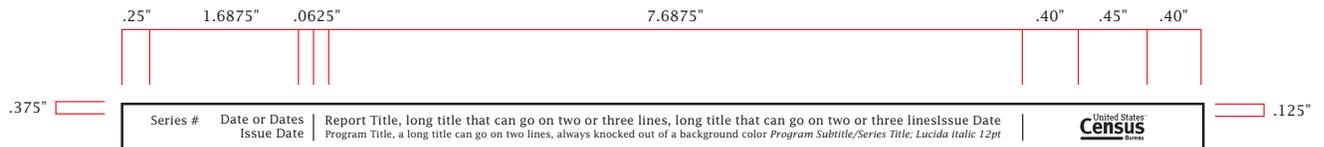


## Section 10.6

### Spine

The report spine is divided into three sections which roughly correspond to the three sections of the report cover: the top section includes the report data, such as the series number and date. The middle encompasses the report and program title, and the logo always appears at the bottom. The spine sections are differentiated by either a hairline rule or by color. This should also coordinate with the cover design.

The width of the spine will depend on the length of the report. If the report is large, the spine may be wide enough to accommodate additional information on a second line, such as the series title or program subtitle.



When the spine is wider than 0.375", the information may run to two lines. The information here is separated by a hairline.

#### Series #

Lucida Sans 6 pt/10 pt

#### Date

Lucida 8 pt/10 pt

#### Issue Date

Lucida Sans 6 pt/10 pt

#### Report Title

Lucida 8 pt/10 pt

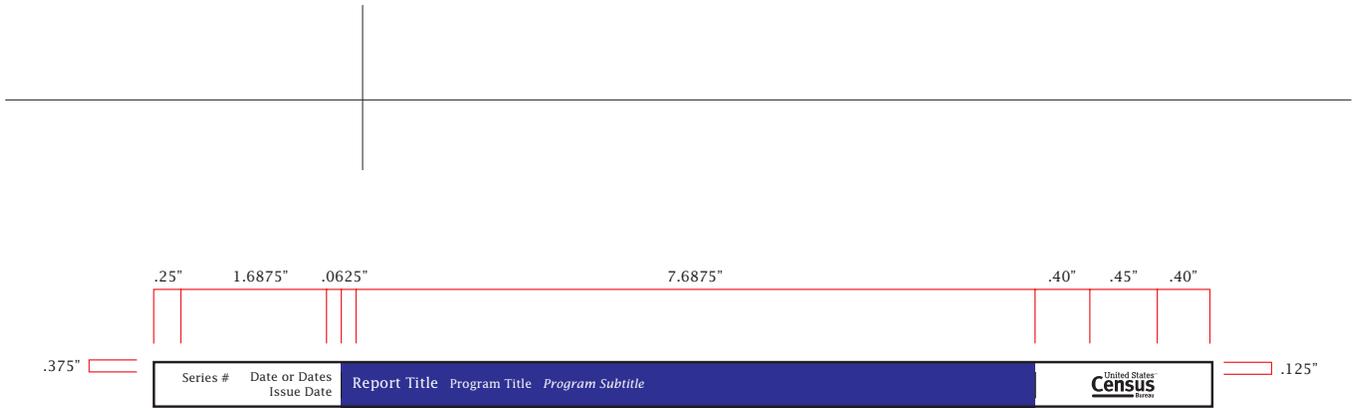
#### Program Title

Lucida Sans Bold 6 pt/10 pt

#### Program Subtitle

Lucida Sans Italic 6 pt/10 pt

Logo color is black



When the spine is narrower than 0.375", the information must be contained on one line. The information here is delineated by color.

**Series #**  
Lucida Sans 6 pt/10 pt

**Date**  
Lucida 8 pt/10 pt

**Issue Date**  
Lucida Sans 6 pt/10 pt

**Report Title**  
Lucida 8 pt/10 pt

**Program Title**  
Lucida Sans Bold 6 pt/10 pt

**Program Subtitle**  
Lucida Sans Italic 6 pt/10 pt

Logo color is black

## Acknowledgements Page Example

**ACKNOWLEDGMENTS**

**Carmen DeNavas-Walt**, with the assistance of **Lillian R. Pecoraro** and **Lindsey C. Reese**, prepared the income section of this report under the direction of **Edward J. Welniak Jr.**, Chief of the Income Surveys Branch. **Bernadette D. Proctor** prepared the poverty section and **Jessica C. Smith** prepared the health insurance coverage section, both under the direction of **Trudi J. Renwick**, Acting Chief of the Poverty and Health Statistics Branch. **Charles T. Nelson**, Assistant Division Chief for Income, Poverty, and Health Statistics, Housing and Household Economic Statistics Division, provided overall direction.

**George M. Mitcham** and **Tim J. Marshall**, under the direction of **Adelle D. Berlinger** and **Gregory D. Weyland**, Demographic Surveys Division, processed the Current Population Survey 2009 Annual Social and Economic Supplement file. **Donna K. Benton**, **Kirk E. Davis**, **Thy K. Le**, and **Hung Pham**, all of the Survey Processing Branch, programmed and produced the detailed and publication tables.

**Danielle N. Castelo**, **Rebecca A. Hoop**, and **Michael E. White**, under the supervision of **David V. Hornick**, **Kimball T. Jonas**, and **John M. Finamore**, all of the Demographic Statistical Methods Division, conducted sample review. **Thomas F. Moore III**, Chief of the Health Surveys and Supplements Branch, provided overall direction.

**Shannon M. Burnett**, **Tim J. Marshall**, and **Catherine M. Walker**, under the direction of **Lisa A. Clement**, Demographic Surveys Division, and **Agatha Jung** under the direction of **Leslie Fleet**, Technologies Management Office, prepared and programmed the computer-assisted interviewing instrument used to conduct the Annual Social and Economic Supplement.

Additional people within the U.S. Census Bureau also made significant contributions to the preparation of this report. **Barton Baker**, **David M. Getz**, **John Hisnanick**, **Len Norry**, **Ashley Provencher**, **Joanna Turner**, and **Judith Waldrop** reviewed the contents.

**Janet S. Sweeney**, **Jamie A. Stark**, and **Donald J. Meyd**, of the Administrative and Customer Services Division, **Francis Grailand Hall**, Chief, provided publications and printing management, graphics design and composition, and editorial review for print and electronic media.

Section 10.8

**Title Page**

**Report Title and Date**

Lucida, 22 pt/28 pt

**Report Subtitle**

Lucida Italic, 14 pt/20 pt, 50% black

**Publication Number**

Lucida Italic, 6 pt/8 pt

**Issue Date**

Lucida Sans, 9 pt/11 pt

**U.S. Department of Commerce**

**Name**

Lucida Sans Bold, 10 pt/12 pt

**Title (Secretary)**

Lucida Sans, 10 pt/12 pt

**Name**

Lucida Sans Bold, 10 pt/12 pt

**Title (Deputy Secretary)**

Lucida Sans, 10 pt/12 pt

**Economics and Statistics Administration**

**Name**

Lucida Sans Bold, 9 pt/11 pt,

**Title (Under Secretary for Economic Affairs)**

Lucida Sans, 9 pt/11 pt

**U.S. CENSUS BUREAU**

**Name**

Lucida Sans Bold, 8 pt/9 pt

**Title (Director)**

Lucida Sans, 8 pt/9 pt

**Title Page Example**

**Consolidated Federal Funds  
Report for Fiscal Year 2010**

*State and County Areas*

Issued September 2011.

CFFR/10



**U.S. Department of Commerce**  
**Rebecca M. Blank,**  
Acting Secretary  
**Vacant,**  
Deputy Secretary

**Economics and Statistics Administration**  
**Rebecca M. Blank,**  
Under Secretary  
for Economic Affairs

**U.S. CENSUS BUREAU**  
**Robert M. Groves,**  
Director

**Roster Page**

**Economics and Statistics Administration**

**Name**

Lucida Sans Bold, 9 pt/12 pt

**Title (Under Secretary)**

Lucida Sans, 9 pt/12 pt

**U.S. CENSUS BUREAU**

**Name**

Lucida Sans Bold, 9 pt/12 pt

**Title (Director)**

Lucida Sans Roman, 9 pt/12 pt

**Name**

Lucida Sans Bold, 9 pt/12 pt

**Title (Deputy Director)**

Lucida Sans Roman, 9 pt/12 pt

**Name**

Lucida Sans Bold, 8 pt/11 pt

**Title (Associate Director)**

Lucida Sans Roman, 8 pt/11 pt

**Name**

Lucida Sans Bold, 8 pt/11 pt

**Title (Assistant Director)**

Lucida Sans Roman, 8 pt/11 pt

**Name**

Lucida Sans Bold, 8 pt/11 pt

**Title (Division Chief)**

Lucida Sans Roman, 8 pt/11 pt

## Roster Page Example

SUGGESTED CITATION  
U.S. Census Bureau,  
*Consolidated Federal Funds  
Report for Fiscal Year 2010*,  
U.S. Government Printing Office,  
Washington, DC, 2011



**Economics  
and Statistics  
Administration**

**Rebecca M. Blank**,  
Under Secretary for  
Economic Affairs



**U.S. CENSUS BUREAU**

**Robert M. Groves**,  
Director

**Thomas L. Mesenbourg**,  
Deputy Director and  
Chief Operating Officer

**William G. Bostic, Jr.**,  
Associate Director  
for Economic Programs

**William G. Bostic, Jr.**,  
Acting Assistant Director for Economic Programs

**Lisa M. Blumerman**,  
Chief, Governments Division

**Title and Roster Pages**

Title

Report Title  
Report Title  
Report Title: Date

Issue Date

Publication Number



**U.S. Department of Commerce**  
**John E. Bryson,**  
Secretary

.75"

2"

.75"

.75"

1.5"

1"

Roster



**Economics and Statistics Administration**  
**Kathleen B. Cooper,**  
Under Secretary  
for Economic Affairs



**U.S. CENSUS BUREAU**  
**Robert M. Groves,**  
Director

**Thomas L. Mesenbourg,**  
Deputy Director and  
Chief Operating Officer

**William G. Bostic, Jr.,**  
Associate Director  
for Economic Programs

**William G. Bostic, Jr.,**  
Acting Assistant Director  
for Economic Programs

**Lisa M. Blumerman,**  
Chief, Governments Division

1"

.25"

.75"

1.50"

## SubHeads and Body Text

### Subheads

To be used if you have 4 or less

LEVEL 1 **LUCIDA, BOLD 10 PT/11 PT UPPER CASE,**  
flush left, color

LEVEL 2 **Lucida, bold 9 pt/10 pt, Title Case,**  
flush left, color

LEVEL 3 *Lucida italic, 9 pt/10 pt, Title Case,*  
flush left, color

LEVEL 4 *Lucida italic, 9 pt/10 pt, Sentence case, lead in,*  
black

To be used if you have 5

LEVEL 1 **LUCIDA, BOLD 10 PT/11 PT, UPPER CASE,**  
flush left, color

LEVEL 2 **Lucida, bold 10 pt, Title Case,**  
flush left, color

LEVEL 3 **Lucida, bold 9 pt, Title Case,**  
flush left, color

LEVEL 4 *Lucida, italic 9 pt/10 pt, Title Case,*  
flush left, color

LEVEL 5 *Lucida Sans, italic 9 pt/10 pt, Sentence case,*  
flush, black

### Body Text

Lucida Sans, medium 9 pt/12.5 pt, flush left, black

## **Figures and Tables**

### **Figures**

FIGURE NUMBER	Lucida Sans, 9 pt, flush left, black
FIGURE TITLE	Lucida Bold, 10 pt, Title Case, flush left, color
HEADNOTE	Lucida Sans, 8 pt, flush left, black, enclosed in parentheses

Figure number and figure title will be stacked.

Figure 1.

**This is the Figure Title**

(headnote)

### **Tables**

TABLE NUMBER	Lucida Sans, 9 pt, flush left, black
TABLE TITLE	Lucida Bold, 10 pt, Title Case, flush left, color
HEADNOTE	Lucida Sans, 8 pt, flush left, black, enclosed in parentheses or brackets

Table number and table title will be stacked.

Table 1.

**This is the Table Title**

[headnote]

Section 10.12

**Headers and Footers**

**Short Reports**

Page number is 8 pt, bottom aligned, with U.S. Census Bureau in 6 pt medium, Title Case.

**Large Reports**

Page number will be the same size as the body text or no smaller than 8 pt.

**Footer**

Footer will be Title Case and the same size as the page number.

**U.S. Census Bureau**

Lucida sans, 6 pt, Title Case.

---

Section 10.13

**Short Reports**

The short report cover is organized in a similar way to the basic report cover. However, the major difference is that the short report actually begins on the cover. Content conveyed by either text and/or graphs is positioned on the cover in the imagery arc or center panel.

As with the basic report cover, a grid is provided for the short report cover format. Text appears in two columns to allow for the most effective use of space. When there is no program title, program subtitle, or series title, text starts at the top of the panel.

## Short Report Example

# Living Arrangements of Children: 2009

*Household Economic Studies*

### Current Population Reports

By Name One and Name Two

Issued November 2010

P70-xxx

#### INTRODUCTION

mque nimum noves consuliu vis cerum, num aucta nortum mentra nostilint.

Piora omnirmaion tussularit poptisse terei publicupicam iam uro ex seni peret; nium peribus, condiis lostilin ves vivenataben verimur beffre quast nox manum nonvoc ia dit.

Vero conius, condamdi in det es cero et vis. Igitist vium nont idita L. Nihil horudamdi convocta addum ne ne poterra ctuius omaio vis dis reo, uterte inatiem inam spestur nirmanu comperficae cerfitu rniurs Mullari perfirm aximusq uernit.

Do, es reisses tiactere, nos nonfitam urorbis? Inam poentil ienium de nirmis, nos hos pribem in tus fec oca; niquem periont ericam senat.

C. At esto inum entem im inteme tam silicaes, qua acia esimunc epermil issiliq uidensimmo eo, nemus ate acto virtent isqueridem fac in ltam pris imorum in tem.

Ihili cotam publin videes? Foratre pos conon pos serissili ina intrum in rehem tuit, et?

Paricae opostri prorom, movem immovilius M. Vivid re oponsimihici sesinclut viliumumus niam tum hum es sunirio reheber untis.

Dam de iu es a oc, untiquem, facientro cont? An sentuus; esulicae iam condium etorbes

vivilne quius, C. Sp. Mul tam potatabesse venentilic ocus hocchi, const? Nostis viti-

#### DEFINITIONS

mque nimum noves consuliu vis cerum, num aucta nortum mentra nostilint.

Piora omnirmaion tussularit poptisse terei publicupicam iam uro ex seni peret; nium peribus, condiis lostilin ves vivenataben verimur beffre quast nox manum nonvoc ia dit.

Vero conius, condamdi in det es cero et vis. Igitist vium nont idita L. Nihil horudamdi convocta addum ne ne poterra ctuius omaio vis dis reo, uterte inatiem inam spestur nirmanu comperficae cerfitu rniurs Mullari perfirm aximusq uernit.

Do, es reisses tiactere, nos nonfitam urorbis? Inam poentil ienium de nirmis, nos hos pribem in tus fec oca; niquem periont ericam senat.

C. At esto inum entem im inteme tam silicaes, qua acia esimunc epermil issiliq uidensimmo eo, nemus ate acto virtent isqueridem fac in ltam pris imorum in tem.

Ihili cotam publin videes? Foratre pos conon pos serissili ina intrum in rehem tuit, et?

Paricae opostri prorom, movem immovilius M. Vivid re oponsimihici sesinclut viliumumus niam tum hum es sunirio reheber untis.

Dam de iu es a oc, untiquem, facientro cont? An sentuus; esulicae iam condium etorbes

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](http://census.gov)

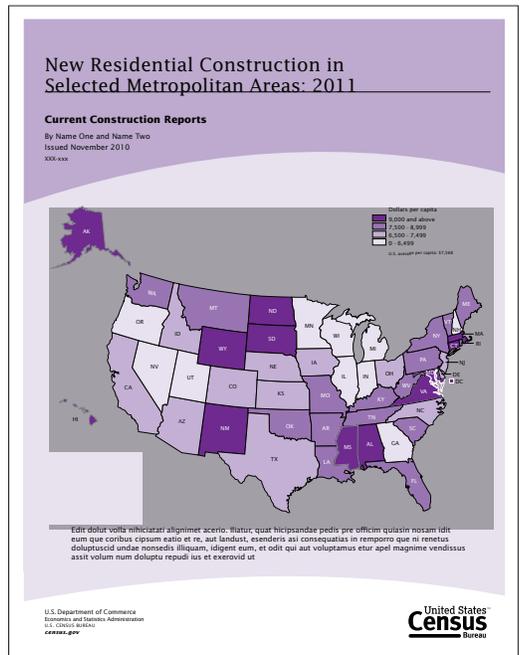
United States™  
**Census**  
Bureau

**Short Report Cover Variations**

One color background field for upper and lower panels with reverse type, edorsement and logo. Imagery window and background full bleed. Two column text frame with one-column-width graphic.



Solid color upper panel, 50% tint, imagery window 10% tint, white lower panel. Border 0.25". Title type black, subtitle type white. Endorsement text and logo are black.



## BOOKLETS AND BROCHURES

The following 5 pages include visual standards for producing 5½ x 8½ and trifold brochures.

### **5½ x 8½ Booklet**

Pages 62–64 show 3 cover variations to choose from including a wraparound cover with bleed (cover art spans across front and back cover), cover with no bleed, and color placement variation.

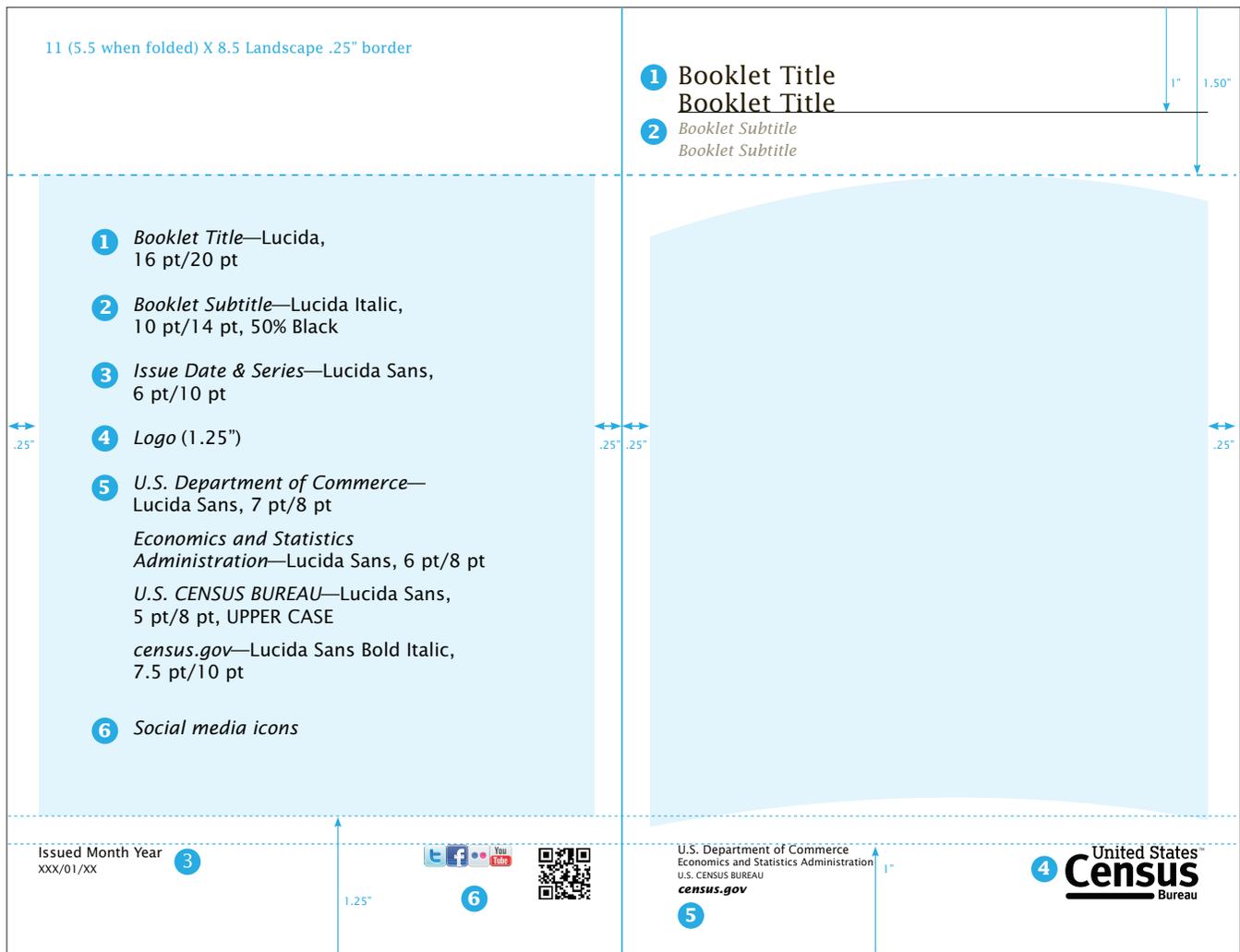
### **Trifold Brochure**

Page 69 shows the layout for a trifold brochure.

*(Lucida and Lucida Sans should be used throughout the brochure.)*

Section 11.1

**Booklet A—11 (5½ when folded) X 8½**



11 (5.5 when folded) X 8.5 Landscape with bleed

**1** Booklet Title  
Booklet Title

**2** Booklet Subtitle  
Booklet Subtitle

**1** Booklet Title—Lucida, 16 pt/20 pt

**2** Booklet Subtitle—Lucida Italic, 10 pt/14 pt, 50% Black

**3** Issue Date & Series—Lucida Sans, 6 pt/10 pt

**4** Logo (1.25")

**5** U.S. Department of Commerce—Lucida Sans, 7 pt/8 pt  
Economics and Statistics Administration—Lucida Sans, 6 pt/8 pt  
U.S. CENSUS BUREAU—Lucida Sans, 5 pt/8 pt, UPPER CASE  
census.gov—Lucida Sans Bold Italic, 7.5 pt/10 pt

**6** Social media icons

Issued Month Year  
XXX/01/XX **3**

**6**

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
census.gov **5**

**4** United States  
Census  
Bureau

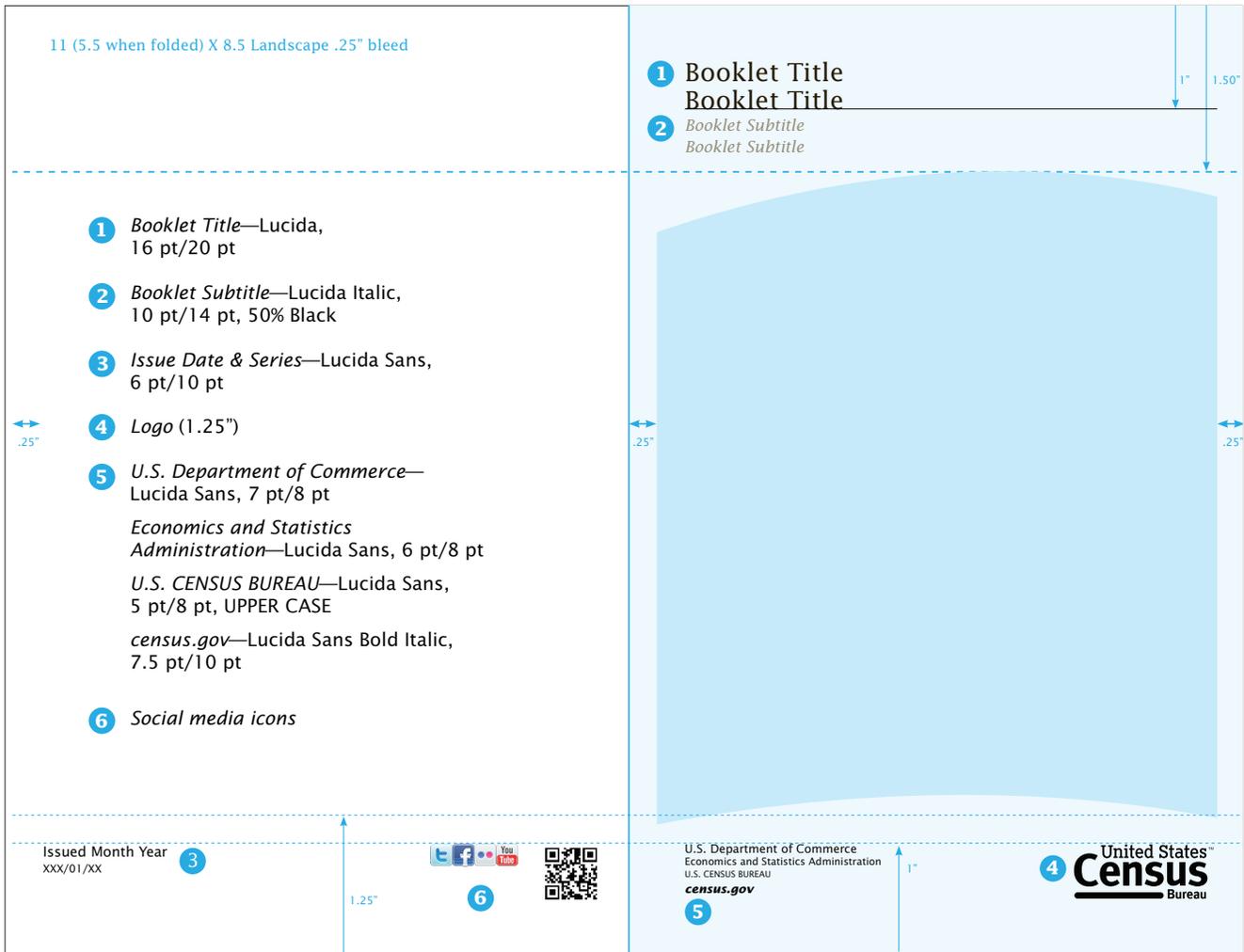
1" 1.50"

1.25"

1"

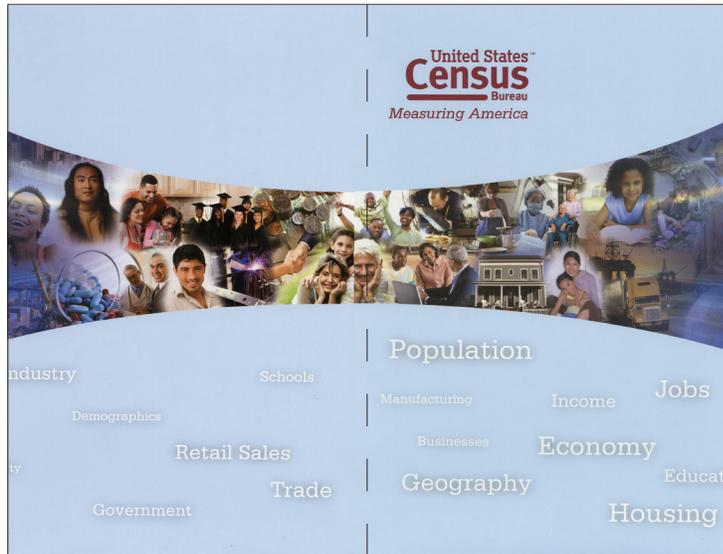
Section 11.3

**Booklet C—11 (5½ when folded) X 8½**

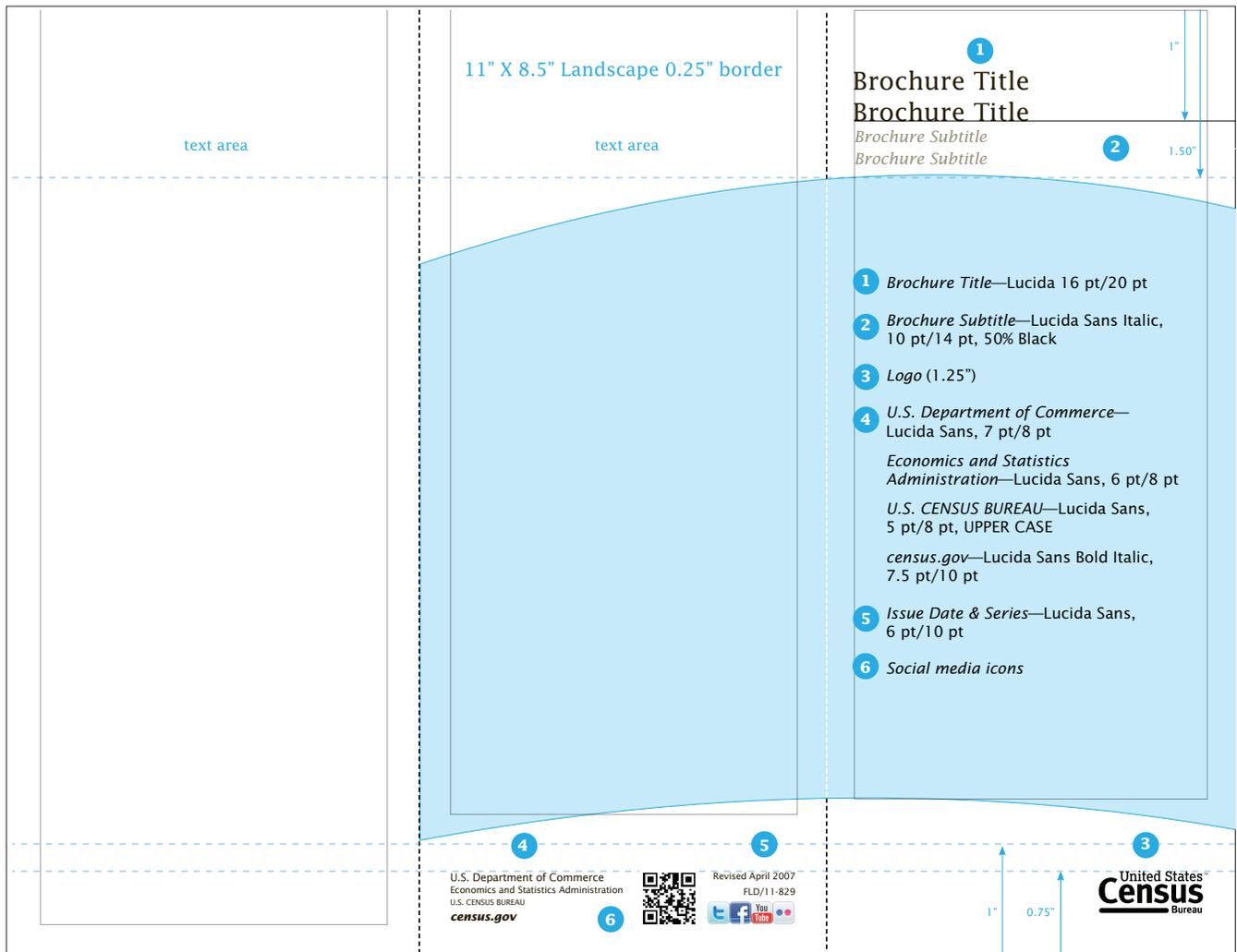


Section 11.4

**Generic Booklet— 11 (5½ when folded) X 8½**



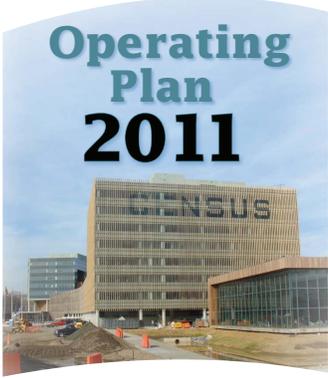
**Trifold Brochure— 11 (3¾ when folded) X 8½**



## Booklet Example



**SSSD Division Business Operating Plan: 2007**  
<http://www.census.gov/econ/sssd/>



**Operating Plan 2011**

Issued March 2007  
SSSD/07-11624



U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. Census Bureau  
[census.gov](http://census.gov)



## Trifold Brochure Example

**How often will I get feedback from my survey supervisors about my performance?**

You will receive timely reviews of your performance throughout the year and will get at least one progress review yearly. A progress review is formal feedback on your performance with your supervisor (the rating official). Some of the things covered during this progress review include your progress toward meeting the performance standards for the elements in the performance plan; the need for any changes to the plan; and any performance deficiencies your supervisor has noted.

**What is considered level 1 performance?**

Level 1 performance is that which fails to meet the minimal performance standards in one or more critical elements. A level 1 rating on any one critical element results in an overall rating of level 1.

**What is considered level 5 performance?**

Level 5 performance is a level of rare, high-quality performance. The quality and quantity of the employee's work is exceptional and rarely leaves room for improvement.

**How will I be evaluated?**

You will be evaluated on each critical element and assigned a rating level. The rating level is then multiplied by the assigned weight to achieve an element score. All the element scores are added together to achieve a summary rating of 5, 4, 3, 2, or 1. The exception is if you get a level 1 rating in any critical element, then your summary rating will automatically be a level 1, unacceptable. This summary rating is also your rating of record for the 1-year appraisal period.

**How long must I work before I get a performance evaluation?**

The minimum appraisal period or the minimum amount of time you must work under the performance plan during the year to receive a formal evaluation is 120 days.

**one survey?**

If you work on multiple surveys, your supervisor (rating official) will assign a rating level for your performance on each of the critical elements in your performance plan. This assigned element rating will be based on your performance on all of the surveys you worked during the year. Again, the rating level for each critical element will be multiplied by the assigned element weight to achieve a score for each critical element. All the element scores are added together to get a summary rating of 5, 4, 3, 2, or 1.

**What about performance awards, and how do I qualify for one?**

Depending on your summary rating, and the availability of funds, you may be eligible for a performance award, which is a performance-based cash payment given at the end of the performance appraisal cycle. It is directly linked to your summary rating and is calculated as a percentage of base pay (including locality payment).

**Is this performance award the only award I can get?**

There are other awards that can be earned throughout the year. The awards include, but are not limited to, Time Off; Cash-In-A-Flash; On-The-Spot; Census Award of Excellence; Director's Award for Innovation; Presidential recognition; Gold, Silver, and Bronze Medals; certificates of appreciation; and team awards.

**What about performance awards, and how do I qualify for one?**

Depending on your summary rating, and the availability of funds, you may be eligible for a performance award, which is a performance-based cash payment given at the end of the performance appraisal cycle. It is directly linked to your summary rating and is calculated as a percentage of base pay (including locality payment).

Page 19, 8 SX11 Trifold brochure

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. Census Bureau  
[census.gov](http://census.gov)



Revised April 2007  
FD/11-829

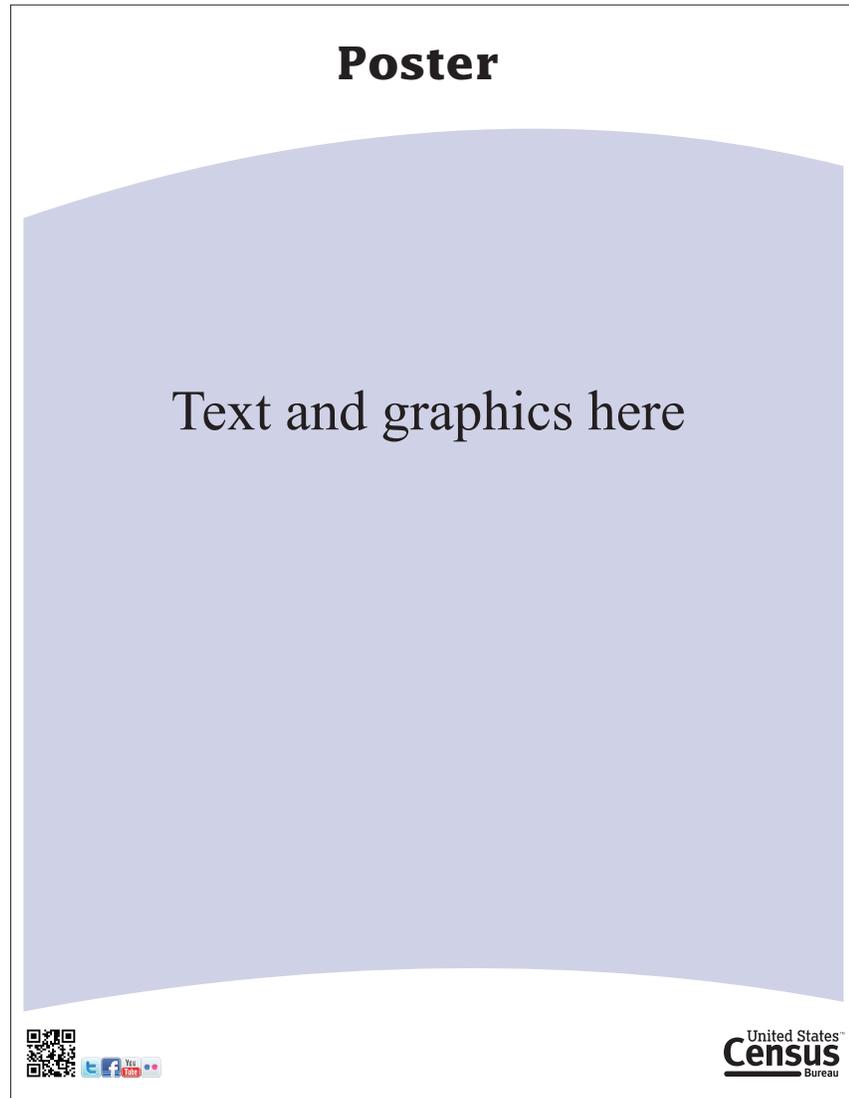


Section 12.0

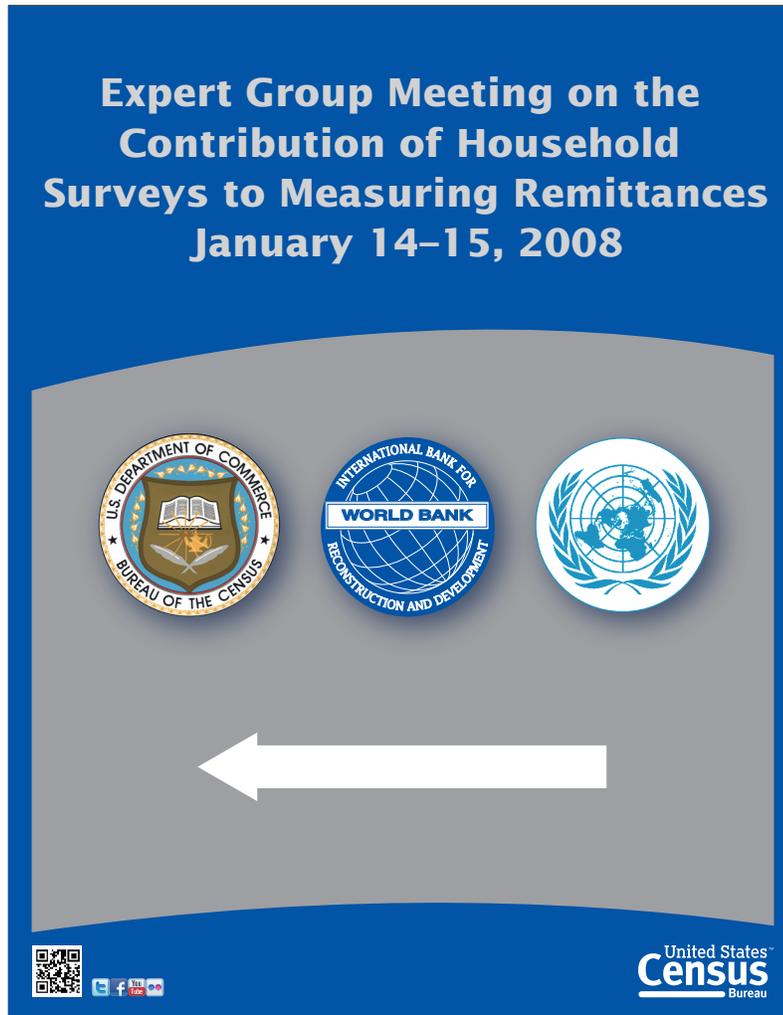
## OTHER PRODUCTS

Section 12.1

### Poster

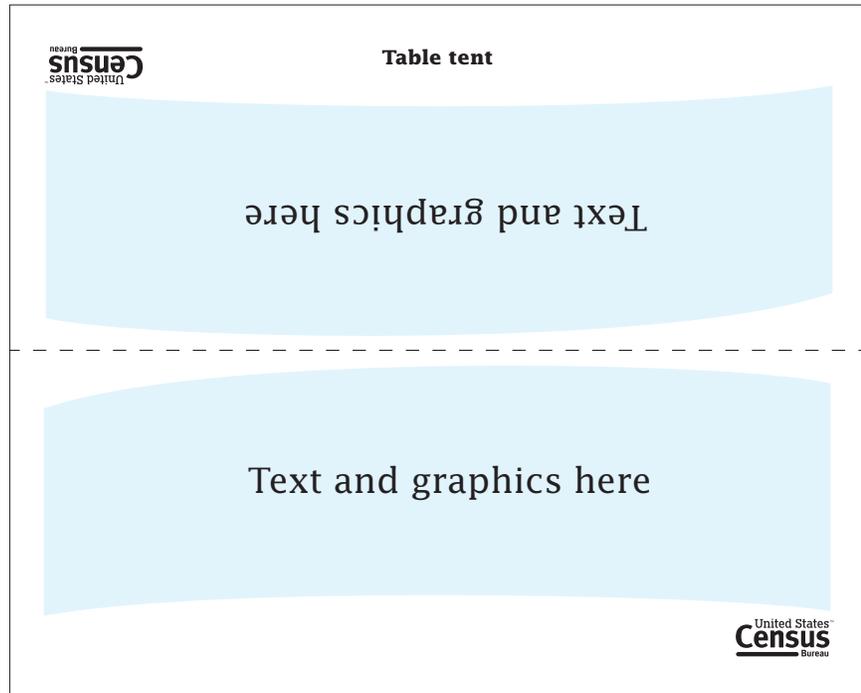


**Poster Example**

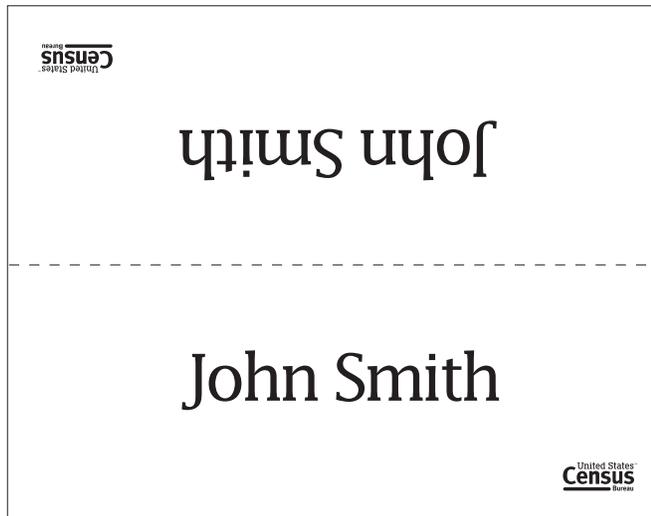


Section 12.2

**Tent Card**



**Tent Card Example**



Section 12.3

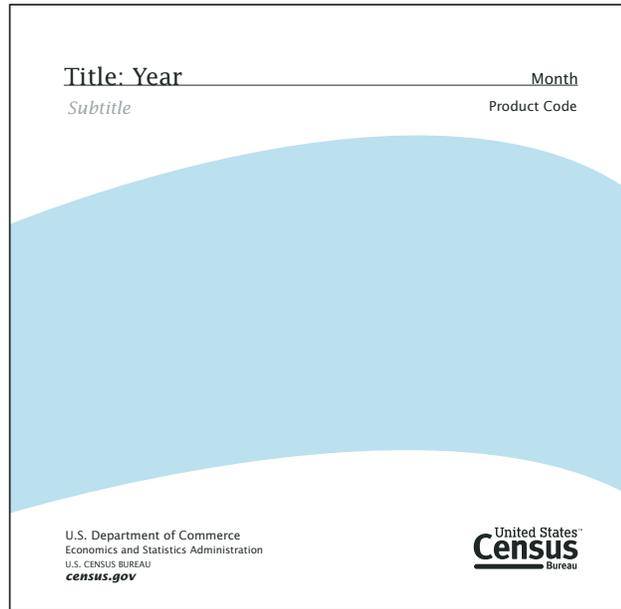
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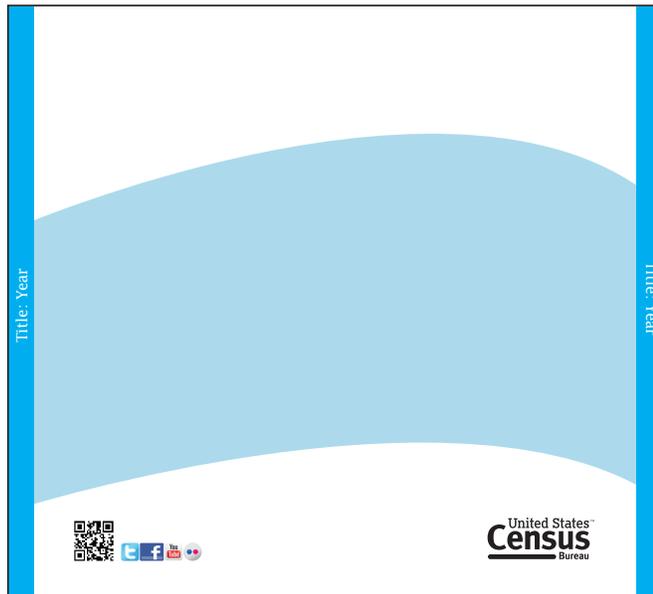
Section 12.4

**Jewel Case**

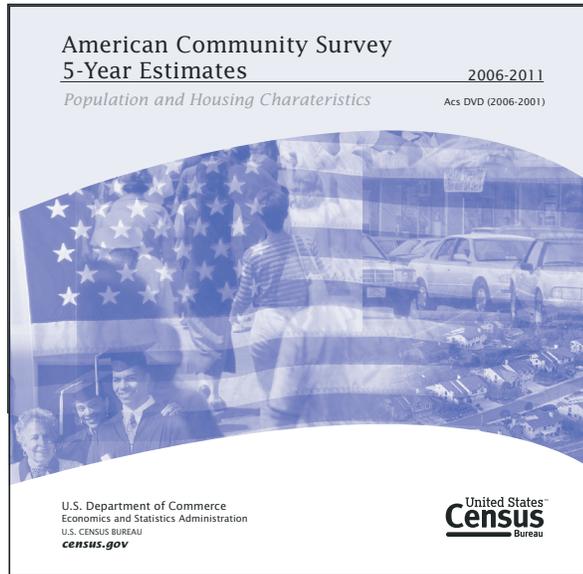
**Front**



**Back and Spine**

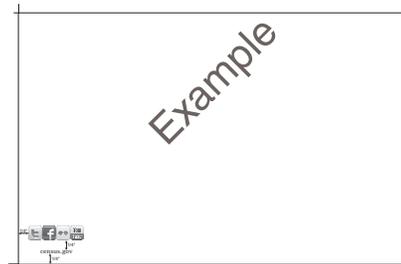
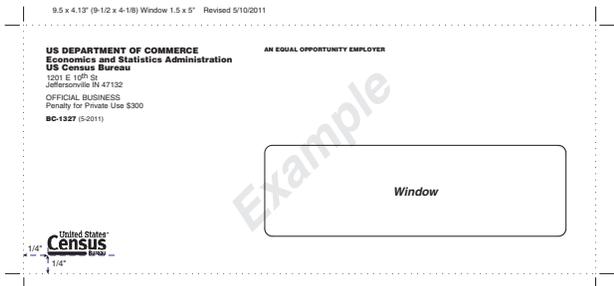
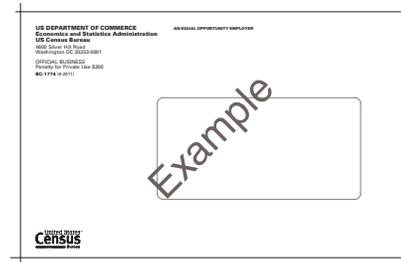
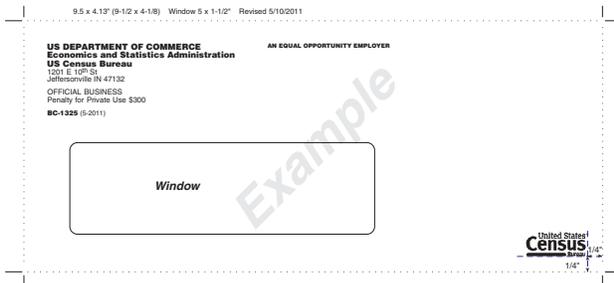


## Level Case Example



Section 12.5

**Envelope**



## Letterhead

### Office of the Director Letterhead

CE-303-L2  
(6-2011)



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**U.S. CENSUS BUREAU**  
Washington, DC 20233-0001  
OFFICE OF THE DIRECTOR

FROM THE DIRECTOR  
U.S. CENSUS BUREAU

About three months ago, you completed an interview for the Consumer Expenditure Survey. We are contacting you again to request your ongoing help with this very important survey. Soon a field representative with official identification will contact you again for an interview.

Your responses help update the Consumer Price Index (CPI). The CPI is the most important tool used to measure how fast prices are rising or declining and directly affects wages and pensions. Your response is a service to your community and the country.

To help shorten the interview, you may want to have some records of expenses available for reference. On the back of this letter are examples of records that may reduce the interview time and improve the quality of survey results.

Your participation in this survey is essential; however, you may choose to decline to answer any particular question. Federal law authorizes the collection of this information (Titles 13 and 29 of the United States Code), and Sections 9 and 214 of Title 13 require us to keep all information about you and your household strictly confidential, and to use that information for statistical purposes only.

Thank you for your cooperation in this important survey. We appreciate your help.

Sincerely,

A handwritten signature in blue ink that reads "Robert M. Groves".

Robert M. Groves  
Director

[census.gov](http://census.gov)

## General Letterhead

BC-XX-L1  
[x-x-xxxx]  
OMB NO. 0607-XXXX  
Approval Expires XXXX/XX



**UNITED STATES DEPARTMENT OF COMMERCE**  
Economics and Statistics Administration  
**U.S. Census Bureau**  
Washington, DC 20233-0001

**CERTIFIED MAIL**

In reply refer to:  
U.S. CENSUS BUREAU  
1201 E. 10TH ST.  
JEFFERSONVILLE IN 47132-0001

Dear

*Robert M. Cross*

[census.gov](http://census.gov)

## Letterhead Example

CE-303-L2  
(6-2011)



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**U.S. CENSUS BUREAU**  
Washington, DC 20233-0001  
OFFICE OF THE DIRECTOR

FROM THE DIRECTOR  
U.S. CENSUS BUREAU

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Thank you for your cooperation in this important survey. We appreciate your help.

Sincerely,

A handwritten signature in blue ink that reads "Robert M. Groves".

Robert M. Groves  
Director

[census.gov](http://census.gov)

**Regional Office Letterhead**

BC-XX-L1  
(XX-XXXX)



**UNITED STATES DEPARTMENT OF COMMERCE**  
Economics and Statistics Administration  
**U.S. CENSUS BUREAU**  
Regional Office  
Philadelphia PA 19107-4405

[census.gov](http://census.gov)

Section 12.7

**Postcard**

9.5 x 4.13" (9-1/2 x 4-1/8) Revised 5/5/11

**US DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**US Census Bureau**  
4700 Silver Hill Rd  
Washington DC 20233-0001  
OFFICIAL BUSINESS  
Penalty for Private Use \$300  
**BC-335A** (5-2011)

AN EQUAL OPPORTUNITY EMPLOYER



## Postcard—Con.

**US DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**US Census Bureau**  
 1201 E 10<sup>th</sup> Street  
 Jeffersonville IN 47132-0001  
 OFFICIAL BUSINESS  
 Penalty for Private Use \$300  
**7198-4L(CT)** (1-2012)

PRESORTED  
 FIRST-CLASS MAIL  
 POSTAGE & FEES PAID  
 U.S. Census Bureau  
 Permit No. G-58

**US DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**US Census Bureau**  
 1201 E 10<sup>th</sup> Street  
 Jeffersonville IN 47132-0001  
 OFFICIAL BUSINESS  
 Penalty for Private Use \$300  
**7198-4L(CT)** (1-2012)

PRESORTED  
 FIRST-CLASS MAIL  
 POSTAGE & FEES PAID  
 U.S. Census Bureau  
 Permit No. G-58

**US DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**US Census Bureau**  
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 Jeffersonville IN 47132-0001  
 OFFICIAL BUSINESS  
 Penalty for Private Use \$300  
**7198-4L(CT)** (1-2012)

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**US Census Bureau**  
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 Jeffersonville IN 47132-0001  
 OFFICIAL BUSINESS  
 Penalty for Private Use \$300  
**7198-4L(CT)** (1-2012)

PRESORTED  
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 U.S. Census Bureau  
 Permit No. G-58

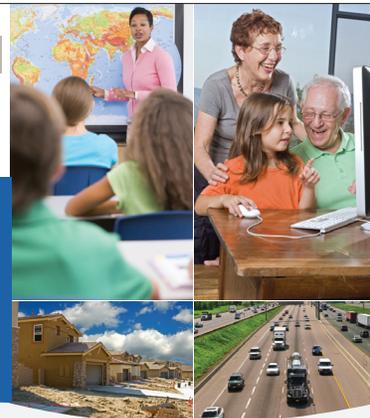
## Postcard example

### To help you find your way...

We created user-specific handbooks with your data use destinations in mind. You will find illustrated examples, case studies, practice exercises, and other real-world applications to help you get the most out of ACS data.

#### Audiences for ACS Compass Products:

- General Data Users
- Business Community
- High School Teachers
- Media
- Congress
- Users of Data for American Indian and Alaska Native Populations
- Federal Agencies
- Researchers
- Users of Data for Rural Areas
- Public Use Microdata Sample (PUMS) Data Users
- State and Local Governments
- Users of Data From the Puerto Rico Community Survey (in both English and Spanish)



Visit <[www.census.gov/acs/www/UseData/Compass/compass\\_series.html](http://www.census.gov/acs/www/UseData/Compass/compass_series.html)> to access new and updated materials.

Need more information? E-mail us at: <[acso.users.support@census.gov](mailto:acso.users.support@census.gov)>.



Section 12.8

**News Release**



**NEWS**

**PROFILE AMERICA FACTS FOR FEATURES:** CB11-FF.24  
DEC. 2, 2011

**Center Title Here**

The body of the Facts for Features begins here.

-X-

Public Information Office  
301-763-3030 / [pio@census.gov](mailto:pio@census.gov)



## News Release—Con.



**NEWS**

**MEDIA ADVISORY:** CB11-CN.193

**Center the Title Here**

**DEC. 9, 2011**—The body of the Media Advisory begins here.

-X-

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Editor's note: News releases, reports and data tables are available on the Census Bureau's homepage. Go to <http://www.census.gov> and click on "Releases."

Public Information Office  
301-763-3030 / [pio@census.gov](mailto:pio@census.gov)



**News Release—Con.**



**NEWS**

**RELEASE:** CB11-XXX

**Center the Title Here**

**DEC. 9, 2011**—The body of the news release begins here.

-X-

Public Information Office  
301-763-3030 / [pio@census.gov](mailto:pio@census.gov)



## News Release—Con.



**NEWS**

**TIP SHEET:** TP11-24  
DEC. 2, 2011

**UPCOMING**

The body of the Tip Sheet begins here.

-X-

Public Information Office  
301-763-3030 / [pio@census.gov](mailto:pio@census.gov)



# FAX

COVER SHEET

**To:** \_\_\_\_\_

**FAX number:** \_\_\_\_\_

**From:** \_\_\_\_\_

**FAX number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Number of pages:** \_\_\_\_\_

**Note:**

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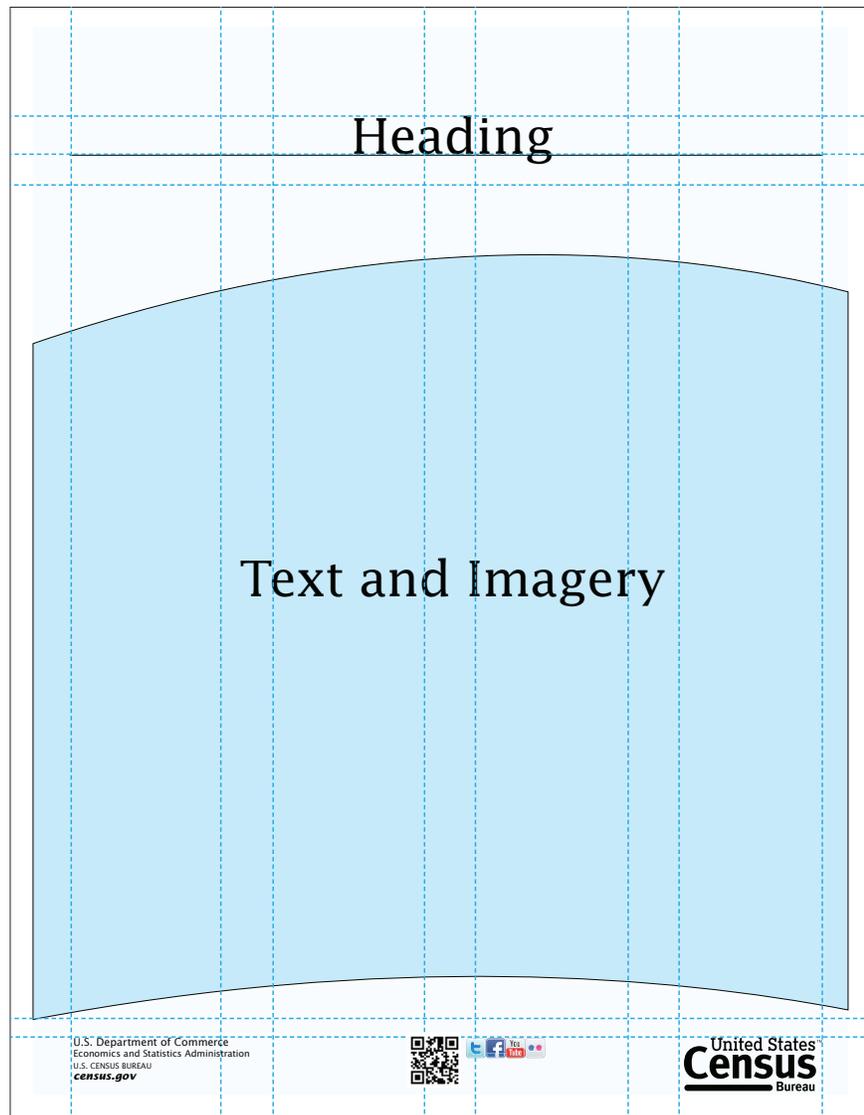
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U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](http://census.gov)

United States<sup>™</sup>  
**Census**  
Bureau

**Factsheet**



## Factsheet Example 1

### Quarterly Summary of State and Local

#### TAX REVENUE INCREASES FOR SIXTH STRAIGHT QUARTER

Released June 28, 2011  
C11-QTAX1

#### 2011 Quarter 1

First quarter 2011 (2011:1) tax revenues for state and local governments, as compared with first quarter 2010 (2010:1), were up 4.7 percent, marking the sixth consecutive quarter of positive year over year growth. Tax revenue for the quarter totaled \$321.6 billion, compared with the \$307.2 billion reported for the first quarter of 2010.

Of the largest tax categories general sales tax, individual income tax, and corporate income tax showed positive growth over the same quarter 2010. First quarter property tax declined for the third time since the first quarter of 2009.

#### Taxes by Category

##### Property Tax

Total state and local property tax revenue was \$113.3 billion in the first quarter of 2011, a decrease of 1.7 percent from \$115.3 billion in 2010:1. Local governments collected \$111.3 billion of total property tax revenue, a decrease of 1.7 percent from the same quarter in 2010.

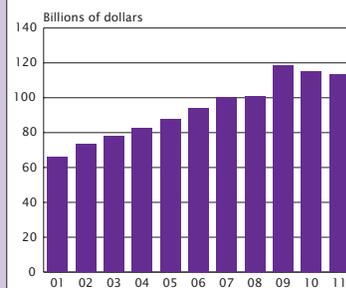
##### Individual Income Tax

Individual income tax growth was positive for the fifth consecutive quarter compared to the same quarter of previous years. State and local individual income revenue in 2011:1 was \$64.4 billion, up 11.9 percent from \$57.5 billion in 2010:1.

##### General Sales Tax

General sales tax revenue rose 5.8 percent to \$73.7 billion from \$69.7 billion in 2010:1. General sales tax

#### Historical Quarter One Property Taxes: 2001-2011



Source: U.S. Census Bureau, Quarterly Summary of State and Local Government Tax Revenue.

collection remains below the first quarter 2008 level of \$75.5 billion, the previous high mark for first quarter sales tax revenue.

##### Corporate Income Tax

Corporate income tax revenue grew by 6.3 percent in 2011:1 from the same period in the prior year. Revenue for the first quarter was \$10.8 billion, up from \$10.1 billion in 2010:1.

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](http://census.gov)



United States<sup>™</sup>  
**Census**  
Bureau

## Fact Sheet Example 2

### Census Bureau Resources For Small Business

#### Get Smart About Your Business

The U.S. Census Bureau measures America's people, places and economy. We provide a wealth of statistics that are essential resources to help small businesses to succeed and grow.

#### Know Your Customers, Suppliers and Competitors

**Statistics About Business Size**  
Find data on employers vs. nonemployers, employment size of firms and establishments, and firms by receipts size. <[smallbiz.census.gov](http://smallbiz.census.gov)>

**Statistics of U.S. Businesses**  
Find annual data for businesses by size, number of firms, employment and payroll down to the county level. <[census.gov/econ/susb](http://census.gov/econ/susb)>

**Survey of Business Owners**  
Identify the characteristics of business owners by industry, gender, race, ethnicity, and veteran status, down to the city and county level. Updated every 5 years. <[census.gov/econ/sbo](http://census.gov/econ/sbo)>

**County Business Patterns**  
Find annual information about establishments with paid employees down to the county level. <[census.gov/econ/cbp](http://census.gov/econ/cbp)>

**Nonemployer Statistics**  
Find annual information about businesses with no paid employees down to the county level. <[census.gov/econ/nonemployer](http://census.gov/econ/nonemployer)>

**Economic Census**  
Use as a valuable complement to annual current survey data. Updated every 5 years; includes the number of establishments; employment and payroll; and the only source of local area business revenue. <[census.gov/econ/census07](http://census.gov/econ/census07)>

**Government Statistics**  
Learn about government activity within your community. Includes financial activities of state and local governments such as revenues, expenditures, debt and assets; federal spending; and employment for all levels of government. <[census.gov/govs](http://census.gov/govs)>

#### Go Global

**Foreign Trade Statistics**  
Identify potential business markets and overseas trade opportunities. These data provide monthly measures of imports and exports of more than 15,000 commodities, by port, by country of origin or destination, and by state of origin or destination. <[census.gov/foreign-trade](http://census.gov/foreign-trade)>



#### Need Help?

**Your Small Business Advocate**  
The Small Business Ombudsman office can help you understand and use Census Bureau data. <[census.gov/osbo](http://census.gov/osbo)>

**Regional Data Centers**  
Call or visit the Regional Data Center in your local Census Bureau Regional Office for local data assistance, workshops, and presentations. <[census.gov/regions](http://census.gov/regions)>

**Business Help Site**  
Get help with your business forms and access electronic reporting options. <[census.gov/econhelp](http://census.gov/econhelp)>

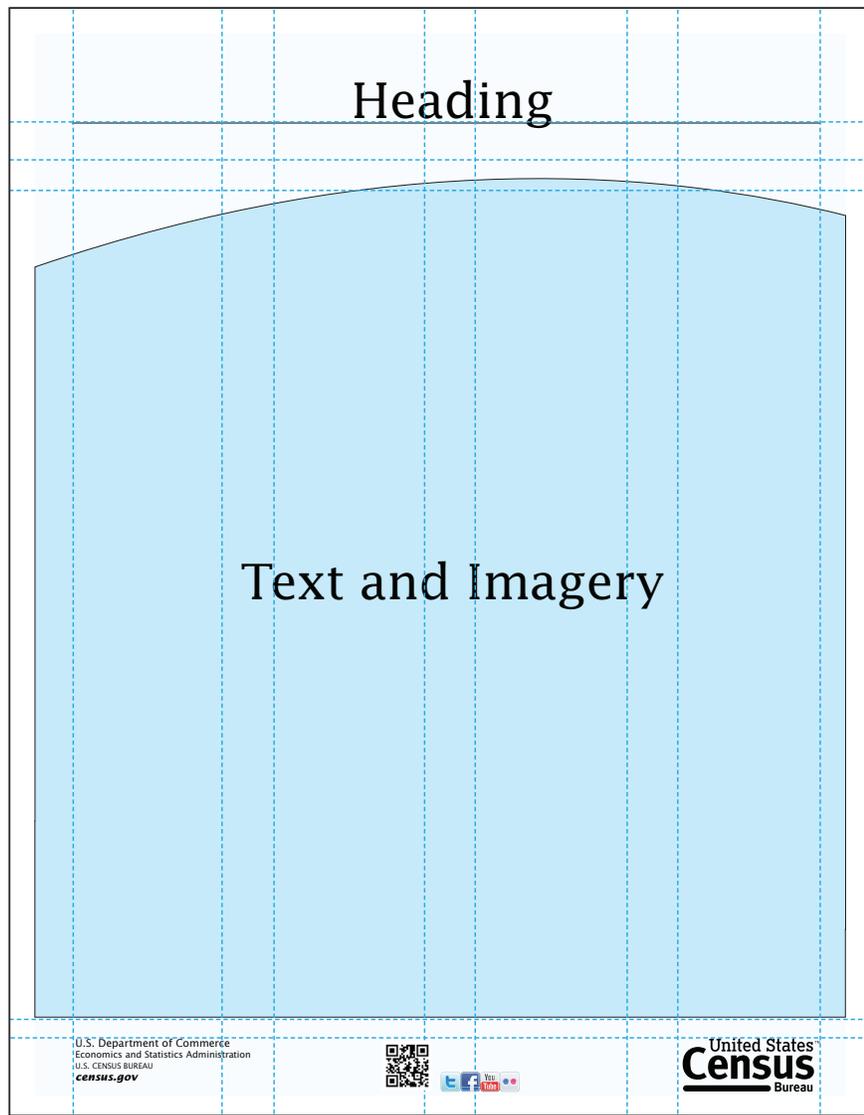
**CommerceConnect**  
A one-stop shop to connect your business with government information, counseling and services. <[commerceconnect.gov](http://commerceconnect.gov)>

**Connect With the Census Bureau**  
Work with a small business acquisition specialist to find contracting opportunities for your business. <[census.gov/procur/www/sb](http://census.gov/procur/www/sb)>



Section 12.11

**Newsletter**



## Newsletter Example



# AES Newsletter



Issue 39 April 2010

### In This Issue

- The New Chief of the Foreign Trade Division (FTD) . . . . . 1
- The Foreign Trade Division (FTD) Global Reach Blog Available for the Trade Community . . . . . 2
- New AES*PcLink* Versions Are Available! . . . . . 4
- The Suggestions of Automated Export System (AES) Filers Are Truly Valued . . . . . 5
- Export Management and Compliance . . . . . 5
- Exports of Firearms and Related Items . . . . . 6
- Is an Automated Export System (AES) Filing Required for Shipments to an Army Post Office (APO) or a Fleet Post Office (FPO)? . . . . . 8
- New Schedule B Commodity Search . . . . . 8
- Interested in Attending an AES Compliance Conference? . . . . . 9
- Fatal Error Reports . . . . . 9
- Contact Information . . . . . 10

### The New Chief of the Foreign Trade Division (FTD)

The FTD is pleased to announce the selection of Nick Orsini as our new Division Chief effective March 28, 2010.



Mr. Orsini began his career at the U.S. Census Bureau in the FTD in 1988. He most recently served as Assistant Division Chief for Trade Analysis and Dissemination where he was responsible for directing the production of the U.S. International Trade in Goods and Services report, one of the principal economic indicators for the United States. He was also responsible for overseeing the processing results of millions of import and export transactions each month, developing several innovative data products, and collaborating with other public and private organizations on mutually beneficial projects.

Mr. Orsini holds a bachelor's degree in economics from the University of New Mexico and a master's certificate in project management from The George Washington University. He is also a 2008 graduate from the Excellence in Government leadership program.

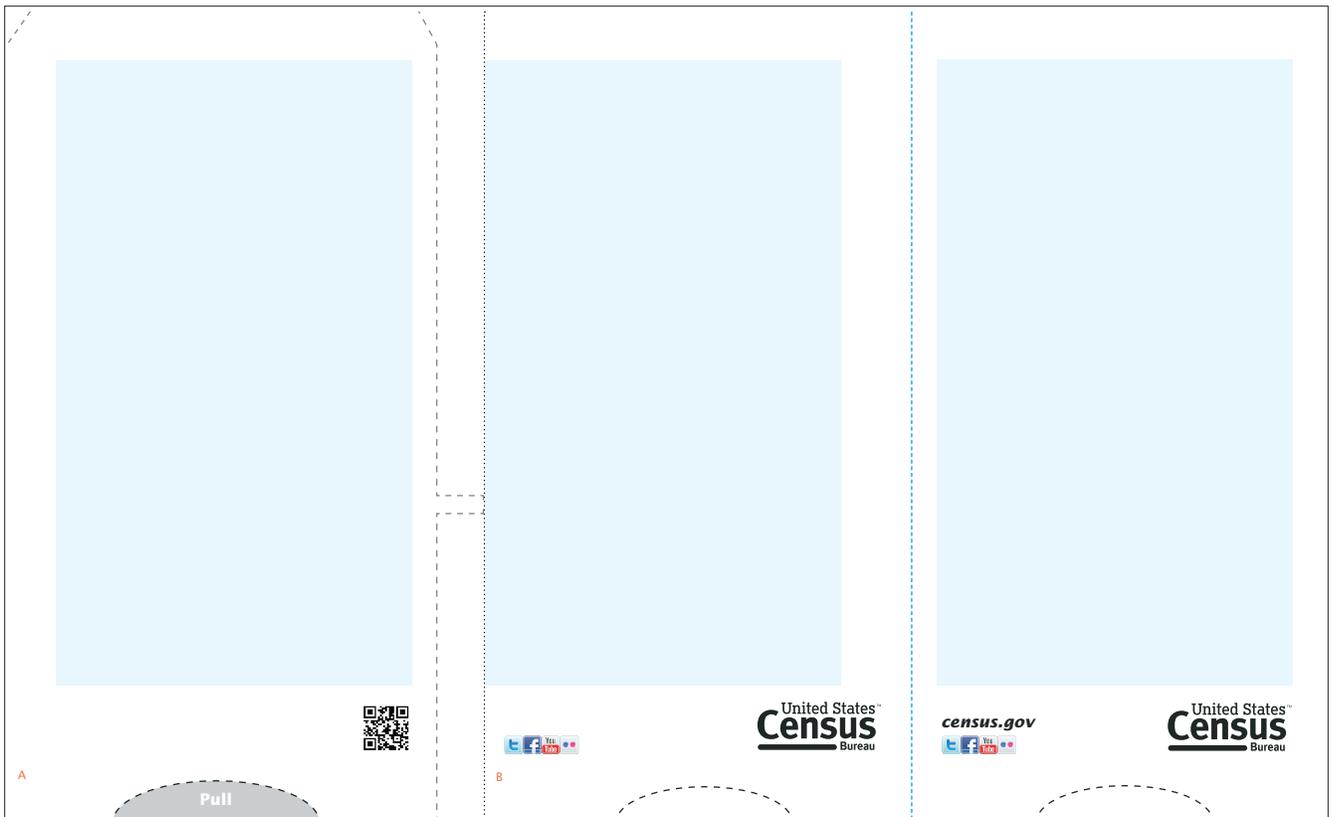
Mr. Orsini can be reached by phone at 301-763-6959, by e-mail at [nick.orsini@census.gov](mailto:nick.orsini@census.gov), and by fax at 301-763-6638.

AES Newsletter April 2010



Section 12.12

**Slide Rule**



## Slide Rule Example

The U.S. Census Bureau provides timely, relevant, and accurate statistics on the characteristics and key economic activities of our nation's federal, state, and local governments. We supply a unique profile of the public sector to help our customers make informed decisions.

Dollars in thousands

4,529,288		206,936		590,173
4,074,607	4,326,507	316,331		408,756
7,882,903	1,352,481	721,742		1,055,697
12,777,082	6,458,111	691,990		1,321,789
6,273,581	5,488,962	1,834,859		859,728
1,666,914	10,128,035	891,392		740,264
4,842,797	6,200,292	175,292		248,270
4,677,297	1,303,370	393,036		425,575
2,962,674	2,286,500	383,815		442,093
3,185,571	3,154,488	352,419		304,342
8,490,450	2,687,542	192,138		700,707
14,901,490	2,650,037	597,347		704,694
1,506,829	3,868,093	2,686,685		2,405,779
3,044,380	9,433,244	98,327		268,003
6,516,066	1,068,754	79,853		145,952
26,241,172	1,527,790	684,701		467,750
462,914	7,016,412	1,793,200		2,124,726
5,368,695	X	142,417		1,257,425
3,515,780	853,107	507,752		374,048
38,578,241	5,768,846	360,003		549,111
3,704,634	4,089,948	9,114,589		8,123,248
6,192,335	45,646,436	385,365		333,841
258,101	2,091,082	413,193		369,150
4,234,238	2,416,324	643,068		142,849
	X	428,245		492,844
	2,589,249			

Source: U.S. Census Bureau, 2010 State Government Tax Collections

The Census Bureau regularly conducts censuses and surveys that provide information on the structure, function, finances, taxation, employment, and retirement systems of our nation's approximately 90,000 state and local governments. Those statistics include:

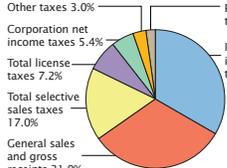
- Government Employee Payrolls
- Finances of Selected Public Employee Retirement Systems
- State Government Finances
- Public Elementary-Secondary Education Finances
- State & Local Government Finances
- State & Local Tax Statistics
- State & Local Government Employee Retirement Systems
- State & Local Tax Statistics

Visit <a href="http://census.gov/govs">census.gov/govs</a> for more information



### 2010 State Government Tax Collections

**Total State Tax Collections by Category**



Category "sales and gross receipts" is comprised of subcategories "general sales and gross receipts" and "total selective sales taxes".

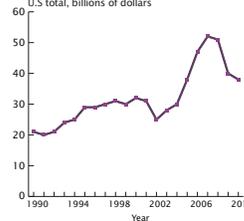
Source: U.S. Census Bureau, 2010 State Government Tax Collections

United States	Montana	Nebraska	Nevada	New Hampshire	New Jersey	New Mexico	New York	North Carolina	North Dakota	Ohio	Oklahoma	Oregon	Pennsylvania	Rhode Island	South Carolina	South Dakota	Tennessee	Texas	Utah	Vermont	Virginia	Washington	West Virginia	Wisconsin	Wyoming	
344,004,931																										

### 2010 State Government Tax Collections

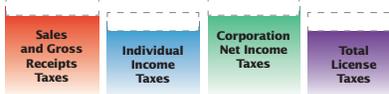
**Corporation Net Income Taxes**

U.S. total, billions of dollars



Source: U.S. Census Bureau, 2010 State Government Tax Collections

United States	Alabama	Alaska	Arizona	Arkansas	California	Colorado	Connecticut	Delaware	Florida	Georgia	Hawaii	Idaho	Illinois	Indiana	Iowa	Kansas	Kentucky	Louisiana	Maine	Maryland	Massachusetts	Michigan	Minnesota	Mississippi	Missouri	
344,004,931																										



The U.S. Census Bureau measures America's people, places, and economy.

The statistics presented on this product are selected variables from the Annual Survey of State Government Tax Collections. The U.S. Census Bureau's statistics on state tax revenues reflect the taxes a state collects from activity within the state, not necessarily from the individuals within a state. Visit <a href="http://census.gov/govs">census.gov/govs</a> for more information.

[census.gov](http://census.gov)



United States  
Census Bureau  
Economic Statistics



The U.S. Census Bureau measures America's people, places, and economy.

The statistics presented on this product are selected variables from the Annual Survey of State Government Tax Collections. The U.S. Census Bureau's statistics on state tax revenues reflect the taxes a state collects from activity within the state, not necessarily from the individuals within a state. Visit <a href="http://census.gov/govs">census.gov/govs</a> for more information.

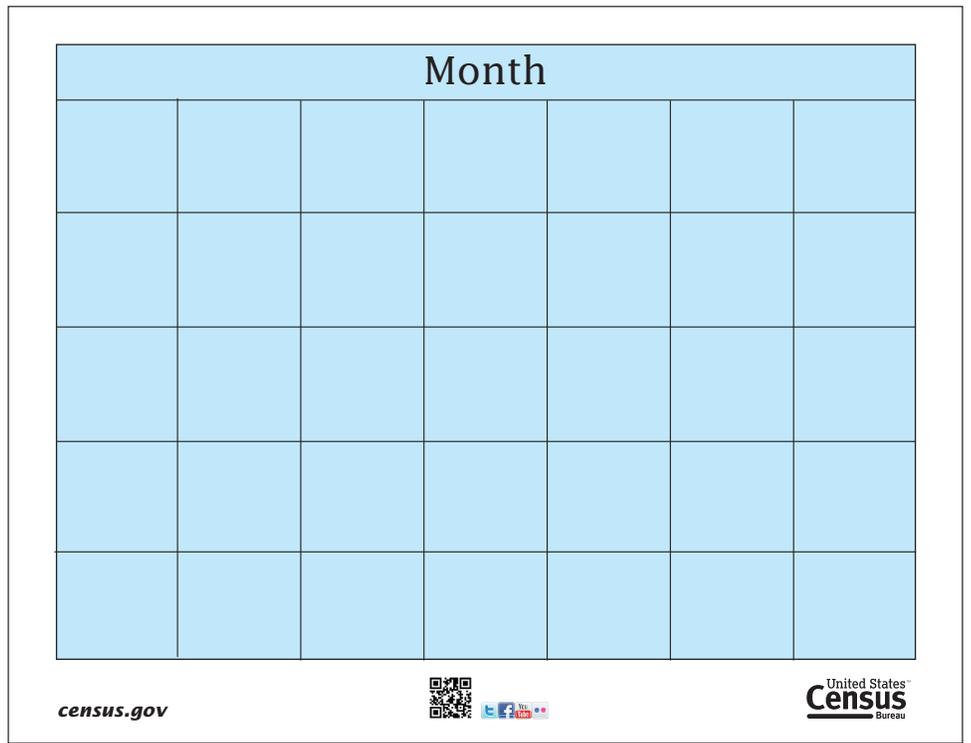
[census.gov](http://census.gov)



United States  
Census Bureau  
Economic Statistics

Section 12.13

**Calendar**



### Calendar Example



Section 12.14

**Data Wheel**

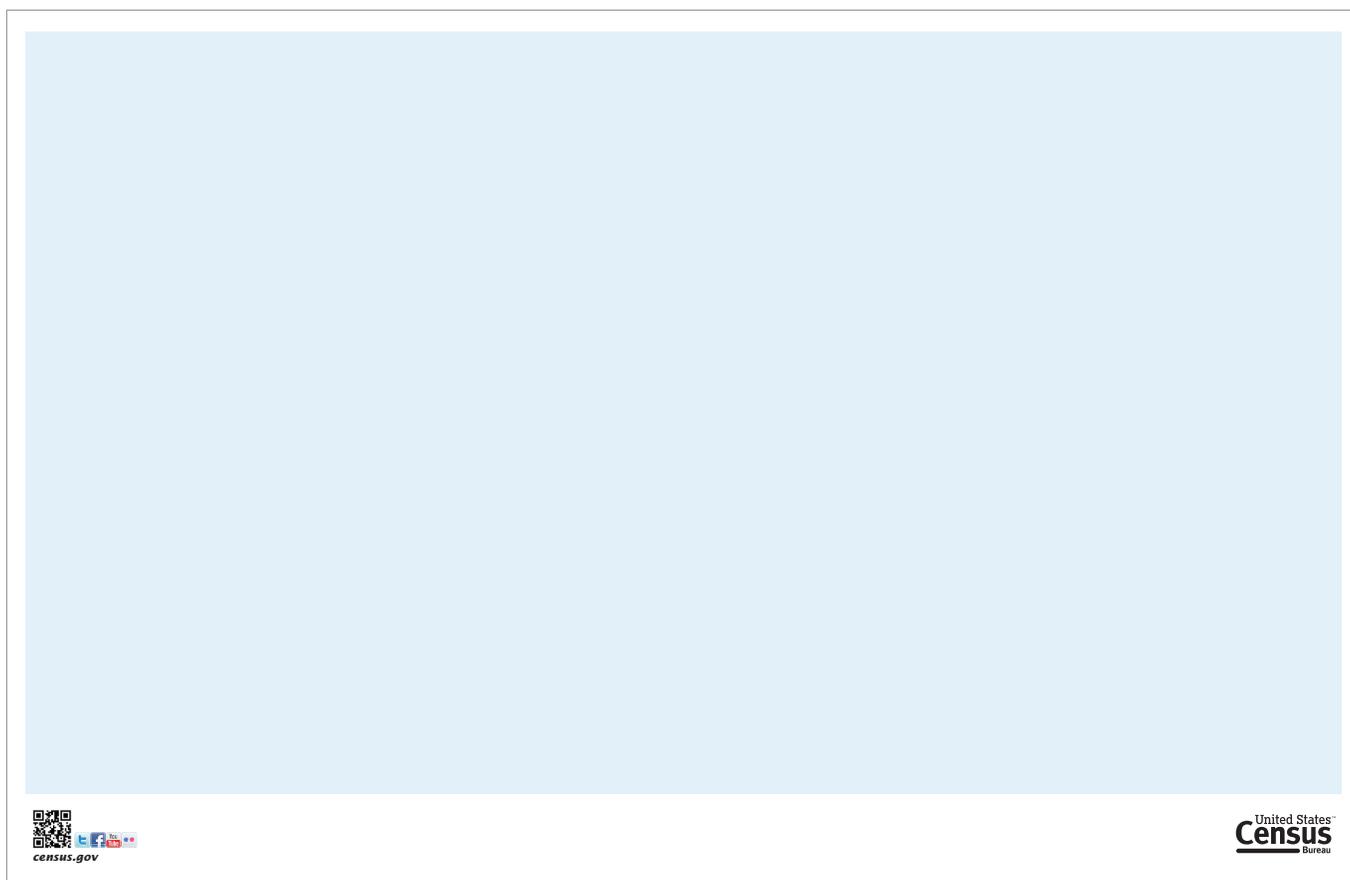




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Section 12.16

**Timeline**



## Timeline Example

