

AWARD / CONTRACT		1. This Contract is a rated order under DPAS (15 CFR 350)	Rating	Page 1 of Pages 73
2. Contract (Proc. Inst. Ident.) No. YA132307CQ0004		3. Effective Date See Item 20C.	4. Requisition / Purchase Request / Project No. BCYA1323-0-00000	
5. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ LXV 301-763-1824		Code COACOSU	6. Administered By (if other than item) See Item 5 Code COACOSU	

7. Name and address of Contractor (No., Street, City, State and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900		Vendor ID: 00002729 DUNS: (b)(4) CEC: Cage Code: 3U1E3 TIN: (b)(4)	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
Code		Facility Code	9. Discount for prompt payment Net 30
11. Ship To / Mark For BOC MAIN RECEIVING DOCK BLDG. 4 WAREHOUSE 4401 SUITLAND ROAD 301-763-1802 SUITLAND, MD 20746		Code SCSUIT	10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item PYFINSU

11. Ship To / Mark For BOC MAIN RECEIVING DOCK BLDG. 4 WAREHOUSE 4401 SUITLAND ROAD 301-763-1802 SUITLAND, MD 20746		Code SCSUIT	12. Payment will be made by BUREAU OF CENSUS FINANCE DIVISION 4600 SILVER HILL ROAD - RM. 2K419 WASHINGTON, DC 20233-4400 Code PYFINSU	
13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C)()		14. Accounting and Appropriation Data 040753107120008704041000311040006000000025200		

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	2010 CENSUS COMMUNICATIONS CAMPAIGN The Government hereby contracts the services of the above referenced contractor to create, produce and implement an integrated marketing and communications campaign in support of the 2010 decennial census.				

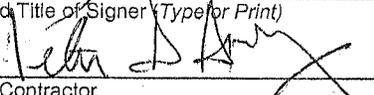
15G. TOTAL AMOUNT OF CONTRACT US 0.00

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Contracting Officer will complete item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or Print) 	20A. Name of Contracting Officer WILLIAM H. RUSSELL 301-763-1804 william.h.russell@census.gov
19B. Name of Contractor By Peter DeNunzio, President (Signature of person authorized to sign)	20B. United States of America By  (Signature of Contracting Officer)
19C. Date Signed SEP 19 2007	20C. Date Signed SEP 19 2007

SECTION B -- SUPPLIES/SERVICES AND PRICES/COST**B.1 GENERAL**

- (a) This contract shall be a vehicle for the Government to obtain a Contractor to create, produce and implement an integrated marketing and communications campaign in support of the 2010 Decennial Census.
- (b) The Government intends to award an Indefinite Delivery – Indefinite Quantity contract with multiple Firm Fixed Price (FFP), Firm Fixed Price with Incentive (FFP-I), Firm Fixed Price with Award Fee (FFP-AF) and/or Time & Materials (T&M) delivery/task orders.
- (c) Travel required and incurred by the Contractor's personnel outside their assigned work is an acceptable item to be invoiced. This Other Direct Cost (ODC) shall be invoiced in accordance with the Federal Travel Regulations (FTR) and **shall be invoiced only against Task Order No. 2 – Travel**. No travel can be invoiced on individual task orders.

B.2 ESTIMATED BUDGET

The estimated budget for the full cycle of the contract is about \$200,000,000.00.

B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in Section F.2, the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders under this contract shall not exceed \$300,000,000.00

B.4 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above.

B.5 PRICING OF TASK ORDERS

All task orders issued under this contract shall be priced in accordance with the provisions contained in this section (Section B). Under this contract, the Contractor shall perform all services in accordance with task orders, which will be based upon the actual Census Bureau's communications requirements for the 2010 census and the approved National Communications Plan.

[End of Section B]

SECTION C -- CONTRACT DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C.1 DESCRIPTION

The Census is an extraordinary initiative and the largest peacetime mobilization in America's history. Once every ten years the United States takes a "snapshot" of its population, determining how many people reside within its borders, who they are, and where they live. It is an extremely complex 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. It is basic to our democracy, as the census is the basis for the apportionment of seats in the House of Representatives. This once-a-decade snapshot is critical to the planning needs of our country, and it is vital that all residents participate.

As complex as it is, the 2010 Census count must be as complete and accurate as possible and conducted at a reasonable cost to the American taxpayer. An effective communications strategy is critical to its success.

Communications must create awareness about the census and motivate each household to fill out and return the census questionnaire as soon as possible after receipt, as the cost of conducting the census multiplies when forms are not returned promptly. The Census Bureau estimates that two-thirds of the overall 2010 Census costs will be spent enumerating people who do not reply by mail. It costs approximately \$75 million to enumerate each additional percentage point of households that requires follow-up by a census enumerator.

The Census Bureau is seeking a Contractor that will create, produce and implement an integrated marketing communications campaign to meet the communications goals of the 2010 Census. The Contractor will use an appropriate mix of communications tools. The communications strategy will be integrated with the Census Bureau's decennial census operations, partnership outreach and internal public relations activities to ensure that consistent messages are delivered seamlessly at every stage of the process.

C.2 BACKGROUND

C.2.1 Constitutional Mandate

The demand for an accurate national census can be traced to the creation of our nation. 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: How many members of the House of Representatives should each State elect? and How much should each State contribute to paying off the debts from the Revolutionary War?

Today, the census not only gives an accurate count of how many of us there are and *where* we are, but also helps 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 competing in a global economy and to designing intelligent public policy.

Title 13 of the United States Code 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.

C.2.2 Recent Experience

As the size, diversity and complexity of our population have increased, so have the challenges to conducting an accurate census. In 1970, 78 percent of housing units responded without the need for in-person follow-up (note that housing units include 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 nonresponse follow-up (NRFU) phase – historically the most labor- and cost-intensive element of decennial census operations.

During previous censuses, the Census Bureau relied on public service announcements (PSAs) to promote participation, but 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 integrated 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 1990 levels, and six points over the projected rate of 61 percent.

Census 2000 also succeeded in closing critical coverage gaps among minority populations. A small fraction of the total population is “missed” during the decennial census, and some populations are missed at a disproportionate rate (the “differential undercount”). Renting, rather than owning a home, is the most defining characteristic of people who are not counted during the census, or who are more difficult to count. They also tend to be characterized by high unemployment, low education, low income, difficulty reading or writing English, and crowding, among other factors. Although minority groups are disproportionately represented among the hard to count, minority status is just one of many contributing factors.

The Census Bureau wants to ensure that we preserve and improve upon the gains that were made during Census 2000, both in the mail response rates and in the undercount. We recognize that we face new response rate challenges in 2010, including growing concerns over privacy and

identity theft. Communicating the fact that the law and myriad security measures protect respondents' data may be an important part of the campaign.

Additional background about the decennial census can be found via the Census Bureau Web site at <http://www.census.gov/procur/www/2010communications/index.html> (also accessible via the "Doing Business With Us" link on the Census Bureau home page [<http://www.census.gov>]).

C.2.3 Geographic Scope of the 2010 Census

The 2010 Census will enumerate the resident population of the United States as of April 1, 2010, which will be 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 Northern Mariana Islands will be enumerated, based on their usual place of residence.

C.2.4 A Reengineered 2010 Census

The 2010 Census will be a "short form-only" census. Every household will receive a form that asks a limited number of questions, such as the residents' name, age, gender, race and Hispanic origin. This is a significant change from every census since 1940, in which a subset of households received the so-called "long form" asking over 50 questions on issues ranging from education to income to housing. In 2000, one in six households was required to fill out the long form. There will be no "long form" in 2010. The Census Bureau's new American Community Survey (ACS) collects data on an ongoing basis, producing the same information every year that used to be collected every ten years.

As part of the 2010 Decennial Census Program, the American Community Survey will be ongoing during the 2010 Census. The contractor should acknowledge the ACS and its relationship to the 2010 Census as part of the overall communications campaign.

The 2010 Census will also feature significant operational efficiencies. The most visible change will be the enumerators' use of handheld computers, replacing pencil and paper forms, eliminating transcription errors and allowing faster updates via encrypted transmissions.

For the first time in 2010, the Census Bureau will send a replacement questionnaire to nonrespondents after an initial period of time. In previous censuses only one questionnaire was mailed to an address; if it was not returned, the nonrespondent household was automatically placed on the list for nonresponse follow-up by an enumerator. The use of the replacement questionnaire is expected to significantly increase mail response and lower costly enumerator follow-up.

Another major change for the 2010 Census will be the mailout of a bilingual (English and Spanish) questionnaire to selected areas.

C.2.5 Census Data Collection

The vast majority of addresses (about 85 percent) are enumerated using the mailout-mailback process. Prior to Census Day, each of these addresses is mailed an advance letter followed by the

questionnaire. Ideally, the recipient completes and promptly returns the mailed questionnaire. Respondents receive a reminder postcard. The Census Bureau sends a second questionnaire to those who have not yet responded. Approximately one month after Census Day, enumerators begin visiting each address that has not responded in order to interview someone or to determine if the housing unit is vacant. Special methods are used to interview persons who live in households without standard street addresses. These include hand-delivery of the questionnaire or direct interviews.

C.2.6 Stakeholder Networks

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.

- **Census Advisory Committees** that represent different racial, ethnic, special interest, or professional constituencies advise the Census Bureau on how to better achieve a complete and accurate count. The committees involved are: the 2010 Census Advisory Committee, the Race and Ethnic Advisory Committees (consisting of five committees for African Americans, Hispanics, Asians, American Indians and Alaska Natives, and Native Hawaiian and Other Pacific Islanders), and the Census Advisory Committees of Professional Associations, including advisory committees of the American Marketing Association, the American Statistical Association, the Population Association of America, and the American Economic Association.
- **Local, state, and tribal governments** play an important role in promoting census participation and assisting with outreach and operations.
- **Congress** establishes the Census Bureau's budget. Of particular relevance to Congress is the census' final enumeration, on which apportionment and redistricting is based.
- **A nationwide network of census data centers** serve as local data resources. These include approximately 1,700 State Data Centers and 47 Census Information Centers.
- **Numerous other nongovernmental and private groups** have a vested interest in the census.

The Census Bureau works directly with all of these groups. The Contractor should consider these stakeholders and the role they might play in promoting the census when the Contractor develops the overall campaign strategy. Although the Contractor may be asked to develop materials for some or all of these groups to use, the Contractor will usually not work directly with them. However, to the extent that the advisory committees and Congress are interested in the status and progress of this contract, the Contractor may be asked to meet with or present information to them.

C.2.7 The Partnership and Data Services (PDS) Program

The Census Bureau's Partnership and Data Services (PDS) Program will be a critical component of the overall communications campaign for the 2010 Census, implemented through the Census Bureau's 12 regional offices, as defined in Sec. C.4.7. The Census Bureau anticipates hiring over 600 Partnership and Data Services Specialists who will work with state, local, and tribal governments; community-based organizations; media outlets; businesses; schools; and others in

communities across the country. In working with partners, one of the primary goals will be to identify the trusted individuals and gatekeepers within each community who are willing to use their credibility to encourage cooperation from those who are reluctant to respond. In addition, partners will support or sponsor promotional activities to raise awareness and encourage participation in the 2010 Census.

While the program is designed to reach out to all segments of the population, special emphasis is placed on working with the hard-to-count populations, as they are often not responsive to mainstream methods of communications. The program recognizes the value of community input and that broad-based participation must be built at the local and community level. The program will also provide support to decennial census operations at the local level including but not limited to recruitment and the nonresponse follow-up operation.

The stakeholders listed in Section C.2.6 and the local partners described in Section C.2.7 are all potential partners for the 2010 Census.

C.3 SCOPE OF WORK

The Census Bureau requires an integrated marketing communications campaign that will achieve the communications goals, as set forth in Section C.5.1.

The Contractor will be responsible for numerous tasks as part of this campaign.

These may include: (1) reviewing and/or validating existing research, conducting additional research, and analyzing data to support the overall integrated communication strategy; (2) creating and implementing an integrated marketing communications strategy to achieve the stated goals; (3) identifying the strategy for the partnership and data services program, as well as providing materials; (4) creating advertising, planning and placing media and developing other communications materials; (5) developing an integrated public relations strategy, corresponding messages and materials, and sharing implementation with the Census Bureau's in-house public affairs team; (6) working closely with the Census Bureau regional offices to implement the integrated marketing communications campaign, including coordinating with the regional offices on promotional activities; (7) developing brand identity guidelines to ensure the integrity and consistent use of the 2010 Census logo; (8) creating and implementing an ordering and fulfillment system for promotional materials for partners; and (9) conducting recruitment advertising to attract qualified job candidates.

Each task will be specifically described in an individual delivery task order (see Section H.35, Task Request/ Ordering Procedures). Any modification to the objective and/or task order must be in accordance with the general scope of work and the terms and conditions of the contract.

All plans and materials are subject to Census Bureau approval.

The Contractor shall provide to the Census Bureau all requested information in a mutually agreed upon format and data transmission method.

C.4 SPECIFIC REQUIREMENTS

Specific requirements for some of the potential tasks may include, but are not limited to:

C.4.1 Campaign Research

The Contractor must base the strategies and tactics of the 2010 Communications Campaign on a solid foundation. The Contractor and all subcontractors conducting research must comply with the Office of Management and Budget (OMB) regulations regarding surveys and research. The Census Bureau has conducted research on the effectiveness of operations and the characteristics of responders and nonresponders. The Contractor will have access to this information in order to develop and refine the communications campaign.

C.4.2 Advertising

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

The Contractor shall subcontract with an independent research organization for the evaluation of the effectiveness of the creative (copy-testing).

The Contractor shall develop, maintain, and administer an ad 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 message 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 audit as required by the contract and other federal statutes. These records shall be maintained for five (5) years or through contract close-out, whichever ever comes first.

The Contractor shall preserve all films, tapes, commercials, slides, negatives, and any and all other items produced for the 2010 Communications Campaign. The Contractor shall provide an archival copy of all final products. No items shall be destroyed or discarded without the prior approval of the Contracting Officer's Technical Representative (COTR). An inventory shall be maintained and provided to the COTR on agreed-upon dates.

C.4.3 Partnerships

The Contractor will be expected to develop the overall communications campaign that utilizes partners as part of the strategy. The Contractor will develop tactics and design and produce materials for partners' use. The actual implementation of the partnership component will be divided among Census Bureau offices and the Contractor, based on consultations between the Census Bureau and the Contractor after award.

C.4.4 Target Audience Capability

The Contractor shall have, or shall subcontract with firms that have expertise and experience in marketing to historically undercounted populations. These populations include such groups as African Americans, Asians, Hispanics, American Indians and Alaska Natives, Native Hawaiians and Pacific Islanders; however, minority status is not the sole indicator of hard-to-count and nonrespondent populations, as described in Section C.2.2. The Contractor should be able to help further identify and target nonrespondent populations.

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

C.4.5 Printing

The Contractor must coordinate with the Government Printing Office (GPO) for all printing requirements. Products that are printed (generally using offset lithography, gravure, or silkscreen printing processes) will be purchased through the Government Printing Office (GPO).

C.4.6 Government Approval of Communications Materials and Strategies

The Contractor will provide copies for approval before producing the final communications products and plans. The Contractor will provide adequate time for review and approval of all materials. In addition, the Government may disapprove for cause any product or professional 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 any way erode public confidence in the Census Bureau's commitment to safeguarding the personal information we collect.

C.4.7 Location of Services

The Contractor shall manage the 2010 Census Communications Campaign with the Census Bureau's headquarters in Suitland, Maryland. The campaign also will be coordinated and implemented in the Census Bureau's 12 regional offices in Atlanta, Boston, Charlotte, Chicago, Dallas, Denver, Detroit, Kansas City (Kansas), Los Angeles, New York, Philadelphia and Seattle. The census of Puerto Rico is managed out of the Boston Regional Office, and 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.

On-site support (at Census Bureau locations) will be negotiated on a need basis.

C.4.8 In-Language Materials

The Contractor must be able to create materials in-language for appropriate advertising and communications materials. In addition, the Contractor should be prepared to work with the Census Bureau on the review of all non-English materials. This review process is still being defined and will be shared with the Contractor after award.

C.5 GOALS AND MEASURING PERFORMANCE

C.5.1 Goals

The Census Bureau in 2010 will make every effort to improve the accuracy of census coverage by enumerating each household and person. The Contractor shall devise an overall communications strategy to support the following objectives:

- Increase mail response
- Improve cooperation with enumerators
- Improve overall accuracy and reduce the differential undercount

The communications campaign must include effective strategies and tactics to raise awareness, change attitudes, and influence behavior.

C.5.2 Measuring Performance

The Census Bureau seeks a complete, accurate and efficient decennial census in 2010. Objectives that help meet this goal include (1) increasing mail response, (2) improving cooperation with enumerators, and (3) improving overall accuracy and reducing the differential undercount. Effective communications contribute to the achievement of these objectives, but a direct link may be impossible to measure given the many other contributing factors on which those objectives are based, as well as the operational realities of a once-a-decade, nationwide census.

The evaluation of the overall campaign will be designed and implemented through a separate contract with an independent contractor. Evaluating the effectiveness of the overall campaign will involve assessing the extent to which the campaign 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 (survey research), and measuring changes in intention to return the census form and actual return of the form (survey research; modeling). These are general measures of effectiveness, and when used together, provide a good indicator of how well a campaign does in support of the overall objectives.

The performance measures for the Contractor will be determined on a task-by-task basis in consultation between the Census Bureau and the Contractor. The Contractor's first assignment (Task Order 1) will be to develop a research-based national communications campaign plan. As

part of that task, the Contractor will recommend specific campaign strategies and tactics. The Census Bureau will negotiate the terms of this incentive with the Contractor to determine specific performance measures and goals based on the specific type of campaign developed.

After completion of Task Order No. 1, an Incentive Plan will be developed together by the Contractor and the Government. The plan shall be directly linked to achieving contract results and fulfilling the Government goals for this contract, as defined in Section C.5.1.

In addition, subsequent task orders will include additional performance measures proposed by the Contractor and subject to Census Bureau approval. Progress toward the achievement of small business subcontracting goals will be one measure used.

C.6 SMALL BUSINESS SUBCONTRACTING

The Contractor shall maintain and adhere to the Small Business Subcontracting Plan and Small Business Subcontracting Participation Plan included in Section J. The Contractor shall commit the maximum practicable opportunity for small businesses within the contract and include and involve small businesses during the performance of the contract.

Based on the above identified plans, the following percentages are hereby incorporated as goals to be subcontracted to small businesses for this contract, based on total contract value:

Small disadvantaged businesses	18 %
Women-owned small businesses	8 %
HUBZone small businesses	3 %
Veteran-Owned Small Businesses	2 %
Service-disabled Veteran-Owned Small Businesses	2 %
Small businesses (inclusive of all of the above)	40 %

The Contractor is allowed to count dollars subcontracted to lower tiered subcontractors (second tier and third tier) against the above-identified goals. In order for second and third tier subcontracted dollars to be applied to the above-identified goals, the Contractor shall report these subcontracted dollar to the Contracting Officer in a Detailed Subcontracting Compliance Report, as defined in Section F.4.5 (c).

[End of Section C]

SECTION D - PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to disseminating the Campaign's message to the public shall be paid for by the Government at cost (e.g. 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. Cost of submitting information to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) (including forms, reports, correspondence, etc.) shall be the responsibility of the Contractor.

D.2 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall clearly indicate the contract number and task 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 task orders issued under this contract.

D.3 PACKING AND SHIPPING

- a. Material 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.

[End of Section D]

SECTION E -- INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

FOR FIXED PRICE TASKS:

52.246-2	INSPECTION OF SUPPLIES -- FIXED PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES -- FIXED PRICE	AUG 1996

FOR TIME AND MATERIAL TASKS:

52.246-6	INSPECTION - TIME AND MATERIAL AND LABOR HOURS	MAY 2001
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E.2 GENERAL REQUIREMENTS FOR INSPECTION AND APPROVAL**E.2.1 Deliverable Certification**

The Contractor shall certify, in writing to the Contracting Officer, 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 no more than a few minor errors. As each deliverable is usually the end result of a series of activities, prior to starting on each task, it is vital that the Contractor and the Government agree on the approach for the deliverable, the activities involved to develop it, and 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 contract, or by mutual agreement in writing, the initial review by the Census 2010 Publicity Office (C2PO) 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 additional review should take no more than three working days.

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.

E.3 TRANSFER OF OWNERSHIP AND RISK OF LOSS

Ownership of deliverable products shall pass to the Census Bureau upon formal approval, regardless of when or where the Census Bureau takes physical possession. Unless the contract specifically provides otherwise, risk of loss of or damage to products shall remain with the Contractor until delivered and approved by the Census Bureau. Nonconforming products remain with the Contractor until 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 OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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	AUG 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	AUG 1984

F.2 PERIOD OF PERFORMANCE (MARCH 2000)

(a) The base period of performance of this contract is from date of award through September 30, 2008. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option I	October 1, 2008	September 30, 2009
Option II	October 1, 2009	September 30, 2010
Option III	October 1, 2010	September 30, 2011

F.3 DELIVERABLES

In performing the services and providing the support described in the Statement of Work, the Contractor shall provide deliverables as described within this document and within individual task orders.

F.3.1 Delivery Method

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.

In addition, deliverables shall be provided electronically whenever possible. 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 task orders, for example, to view creative work, storyboards, video and audio files, or other formats that may be required.

All correspondence forwarding deliverables shall be addressed to the Program Manager and the CO, and delivered to the point of contact listed in Clause F.3.2 "*Delivery Location.*" When possible, delivery shall be coordinated in advance with the point of contact listed in Clause F.3.2 "*Delivery Location.*"

F.3.2 Delivery Location

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

ORIGINAL:

USPS mailings:

U.S. Census Bureau
Acquisition Division
4600 Silver Hill Rd. – 3J257
Washington D.C. 20233
Attn: William H. Russell, CO

Private Carrier mailings:

U.S. Census Bureau
Acquisition Division
4600 Silver Hill Rd – 3J257
Suitland Maryland, 20746
Attn: William H. Russell, CO

COPY:

U.S. Census Bureau
2010 Census Publicity Office
4600 Silver Hill Road - 8H493
Washington, DC 20233-4400
Attn: Kendall Johnson, COTR

F.4 LIST OF DELIVERABLES

Table F.1 provides a list of deliverables and delivery dates for the contract. Note that this list does not comprise *all work products* that will result from the 2010 Census Communications

Campaign contract, to include campaign plans and creative deliverables, which will be identified at the task order level.

TABLE F.1 – LIST OF DELIVERABLES AND DELIVERY DATES			
Section F	Deliverable	Initial Delivery Date or within time after Contract Award	Subsequent Delivery Date(s)
F.4.1	Program Management Review (PMR) Meetings	To be proposed by Contractor as part of Task Order No. 1	Monthly
F.4.2	Program Management Review (PMR) Meeting Agenda	Five (5) working days before initial PMR	Monthly, five (5) working days prior to meeting
F.4.2	PMR Meeting Minutes and Action Items	Within three working days after initial PMR	Monthly, within three (3) working days after PMR
F.4.3	Monthly Status Report	45 calendar days after award	10 th day of each month
F.4.4	Updated Small Business Subcontracting Plan	30 days	Redeliver if revised
F.4.5	Contract Subcontracting Report (SF 294)	6 months	Semi-annually
F.4.5	Summary Subcontracting Report (SF 295)	90 days	Annually, within thirty (30) days following the close of each Government fiscal year.
F.4.5	Detailed Subcontracting Compliance Report	6 months	Semi-annually

b(4)

F.4.1 Program Management Review (PMR)

As a result of the importance of the national integrated marketing and communications campaign to the overall success of the 2010 Census, the contractor is required to conduct Program Management Reviews (PMRs) meetings on a monthly basis, unless a change in frequency is mutually agreed. The purpose of the PMR is to communicate status and issues to a broad-based audience, including Government managers and oversight organizations. The review shall address technical, business and programmatic topics, with focus on status, performance and issues/risks. The PMR does not replace the requirement for continuous communication with the 2CPO about status, cost, issues, etc. As such, the 2CPO should not hear about issues, concerns, or problems for the first time at the PMR.

The Contractor shall schedule and conduct PMRs at Census Bureau Headquarters unless an alternate site is jointly determined. The Contractor shall ensure that necessary technical and management personnel attend the PMRs and that presentation materials and supporting data are prepared to ensure that agenda items are fully covered.

F.4.2 Program Management Review (PMR) Meeting Agendas and Minutes

At least five (5) working days prior to a PMR, the Contractor shall provide a proposed agenda to the Government. The Government may add, delete, or change items to the agenda within two (2) working days of submission. 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.

Within three (3) working days after a PMR, the Contractor shall provide minutes of the PMR with a list of action items and issues 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 minutes and list of action items and issues within three (3) working days of receipt of the Government's comments or revisions.

F.4.3 Monthly Status Report

The Contractor shall submit a written Monthly Status Report by the 10th day of each month for the previous month's activities. The Government anticipates that the Contractor will provide a proposed format for the report within 10 calendar days of contract award. The first report shall be delivered forty five (45) calendar days after award. Subsequent monthly reports shall be delivered on the 10th day of each month.

F.4.4 Updated Small Business Subcontracting Plan

If requested by the Government, the Contractor shall submit an updated Small Business Subcontracting Plan within thirty (30) days after contract award. The Contractor will be advised of the need for any revisions after award.

F.4.5 Small Business Subcontracting Reports

The Contractor shall submit Individual Subcontracting Reports and Summary Subcontracting Reports (formally SF 294 & 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.

a) Individual Subcontract Report (formally SF 294)

The Contractor shall submit an individual subcontracting report **for this contract**. The report shall be submitted **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 30th for the period ended in March 31st and October 30th for the period ended September 30th. 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 30th), 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.

c) Detailed Subcontracting Compliance Report (inclusive of Lower Tiered Subcontractors)

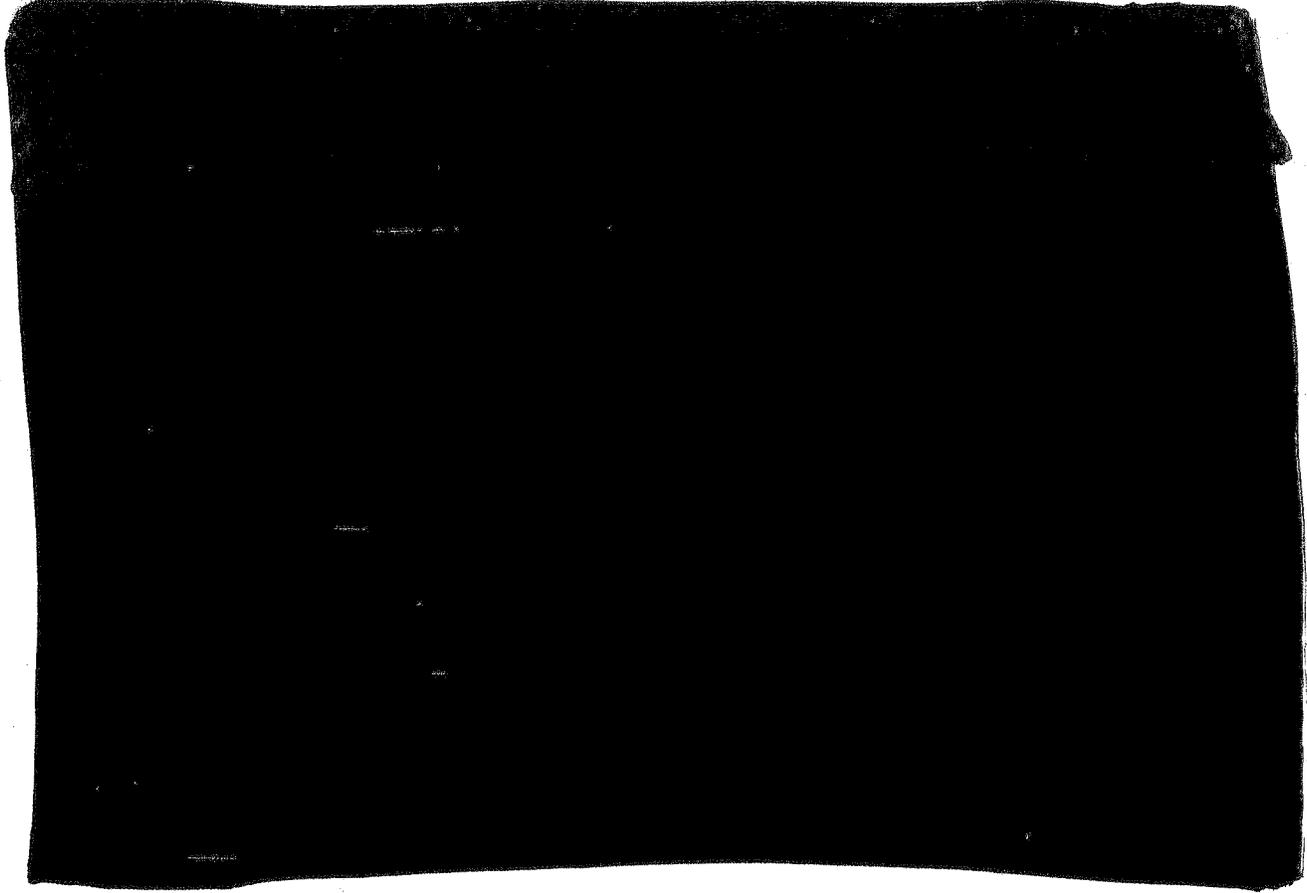
The contractor shall also submit a detailed small business subcontracting compliance report, inclusive of first tier subcontracts and all subcontracts at levels lower than the first tier. This report shall be submitted to the Contracting Officer **semi-annually and at contract completion**, always within 30 days after the close of each reporting period unless otherwise directed by the CO. These deadlines are April 30th for the period ended in March 31st and October 30th for the period ended September 30th. The final 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.**

The report shall include, at a minimum:

1. The name, address, and business status of all subcontractors, divided by tiers;
2. The period expenditures (dollar value and percent of total subcontracted dollar value for the period) for small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses and HUBZone small businesses;
3. The cumulative expenditures (dollar value and percent of total subcontracted dollar value up to date) for small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses and HUBZone small businesses;
4. Any variance with explanation between the Contractor's actual small business subcontracting utilization and small business subcontracting goals by type and overall; and
5. An updated Subcontract Participation Plan, if changes are necessary.

In order for the Contractor to receive credit for lower tier subcontractors against the small business subcontracting requirements, as outlined in Section C.6, the report must comply with the requirements above and meet CO's satisfaction.

(b)(4)



F.5 NOTICE TO THE GOVERNMENT OF DELAYS

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

[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 points of contact during performance of the contract.

G.1.1 Contracting Officer

William H. Russell is hereby designated as the Contracting Officer (CO). The CO is located at:

US Census Bureau / Acquisition Division
4600 Silver Hill Rd – Room 3J257
Suitland Maryland, 20746

Phone: 301-763-1804

G.1.2 Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event 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 in the contract terms and conditions, including price.

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

G.1.3 Contracting Officer's Technical Representative (COTR)

Kendall Johnson is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COTR is located at:

US. Census Bureau
Census 2010 Publicity Office (C2PO)
4600 Silver Hill Road - Room 8H493
Suitland Maryland, 20746

Phone Number: 301-763-4238

The responsibilities and limitations of the COTR are as follows:

- 1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- 2) The COTR is not authorized to make any commitments or otherwise obligate the Government 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 COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

(End of Clause)

G.1.4 Assistant Contracting Officer's Technical Representative (ACOTR)

Laura Sewell is hereby designated as the Assistant Contracting Officer's Technical Representative (ACOTR). The ACOTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The ACOTR is located at:

U.S. Census Bureau
Census 2010 Publicity Office (C2PO)
4600 Silver Hill Road - Room 8H490F
Suitland Maryland, 20746

Phone Number: 301-763-2989

The ACOTR assist the COTR in the technical aspects of the project with the same responsibilities and limitations of the COTR, as described in G.1.3, above.

(End of Clause)

G.1.5 Technical Direction

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

- a) Directions to the Contractor, which redirect the contract effort, shift work emphasis between work areas or delivery orders, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual requirements.
- b) Provision of information to the Contractor, which assists in the interpretation of renderings, specifications or technical portions of the work description.

- c) Review and, where required by contract, approval of reports, creative renderings, specifications, materials or technical information to be delivered by the Contractor to the Government under this contract.

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

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

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

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

If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories defined in (1) through (4) in Clause G.1.4 above, the Contractor shall not proceed, but shall notify the CO, in writing, within five (5) working days after receipt of any such instruction or direction and shall request the CO to modify the contract accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate contract modification or advise the Contractor, in writing, that in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the "Change" clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions under the "Disputes" clause of the contract

G.2 BILLING INSTRUCTIONS

- (a) The Contractor shall provide a single point of contact for handling billing and invoicing issues as well as his/her mailing address and telephone number.
- (b) The Contractor shall submit 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.3 below.

- (d) The Contractor shall submit one (1) original and one (1) copy of each voucher/invoice to the Finance Division at the U.S. Census Bureau before it is considered received by the Government.
- (e) Invoices/vouchers shall be submitted to:
U.S. Census Bureau
Finance Division (Vouchers)
4600 Silver Hill Road
Room #2K419
Washington, DC 20233-4400
- (f) The Contractor is notified that it is their responsibility for ensuring that the vouchers/invoices are delivered to the Finance Division, and the COTR or Task Manager are not responsible for ensuring the advanced copies of the vouchers/invoices are provided to the Finance Division. Invoices, which are submitted to an incorrect office or which do not contain the information specified in subparagraph (e) above, will be returned to the Contractor for corrections.

G.3 INVOICE PREPARATION

- (a) To constitute a proper invoice, the invoice must include, at a minimum, the following information:
- ◆ Name and Address of Contractor
 - ◆ Contact Name, Title and Telephone Number
 - ◆ Contractor's DUNS number
 - ◆ Government Contract Number or Other Authorization for Delivery of Goods or Services
 - ◆ Government Task Order Number is required if services are being provided through a task order to the basis contract
 - ◆ Date of the Invoice
 - ◆ Invoice Number, Account Number, and/or any other identifying number agreed to by the contract (At a minimum there must be an invoice number)
 - ◆ Include the Actual date when services were performed or goods delivered.
 - ◆ Include the Period of Performance on all invoices.
 - ◆ Description – Including, for example, contract line/subline number, price, and quality of goods and services rendered.

- ◆ Include discount terms.
- ◆ Other substantiating documentation or information required by the contract.
- ◆ Shipping and Payment Terms (Required unless mutually agreed that this information is only required in the contract – Contact the Contracting Officer or Contract Specialist for clarification)
- ◆ Taxpayer Identifying Number (TIN) (Required unless agency procedures provide otherwise.)
- ◆ Address for mailing payment
- ◆ Banking Information such as name and address of bank, routing & account number (Required unless agency procedures provide otherwise, or except in situations where the EFT requirements is waived under 31 CFR, 208.4.) (This information is seldom required, check with the Contracting Officer or Contract Specialist to determine if information is needed.)
- ◆ Other Substantiating Documentation or Information required by the contract

In addition, the Contractor shall include in the invoice the following three statements and signature lines:

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 and Title of Contractor Representative) (Signature)

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

and

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 and Title COTR, Task Manager, etc) (Signature)

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

and

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date)	(Name /Title of Authorized Certifying Official)	(Signature)
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The above statement 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, or the COTR or Task Manager with approving authority if the work is authorized through the simplified acquisition system (purchase order).

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

G.3.1 Invoices for Time & Material Task Orders

All invoices/vouchers submitted for payment for Time and Material Task Orders shall be accompanied by individual daily job timecards/sheets or other substantiation previously approved by the Contracting Officer. Vouchers/invoices received without the substantiating documents will be considered incomplete, and will be returned to the contractor without payment.

If the voucher/invoice is for services on a time and material or labor hour basis, the original voucher/invoice does not require that the timesheets or other substantiation be attached. However they must be clearly marked "Original for Finance". The second set of the voucher/invoice must have copies of the timesheets or other substantiation attached, and must be clearly marked "COTR or Task Manager's Copy".

G.3.2 Invoices for Partial Month

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

G.3.3 Final Invoice

The final invoice under each task order shall be marked "FINAL".

G.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.5 PAYMENT DUE DATE

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

G.6 METHOD OF PAYMENT

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

U.S. Census Bureau
Finance Division
4600 Silver Hill Road
Washington, DC 20233-4400

- (1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s),
- (i) To whom check payment are to be sent, and
 - (ii) Who may be contacted concerning the bank account information requested below.

- (2) The following bank account information required to accomplish wire transfers:
- (i) Name, address, and telegraphic abbreviation of the receiving financial institution.
 - (ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).
 - (iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.
 - (iv) If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
 - (a) Address and telegraphic abbreviation of the correspondent financial institution.
 - (b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
 - (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Finance Office in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes thirty (30) days before submitting invoices to avoid payments to erroneous addresses or bank accounts.
 - (d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

G.7 MONITORING AND EVALUATING CONTRACTOR'S PERFORMANCE

- (a) 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.
- (b) The COTR shall be responsible for monitoring performance measures to assess the Contractor's progress. The CO shall be notified by the COTR when it appears that the Contractor's performance will not successfully meet the established measures.
- (c) The CO shall promptly notify the Contractor of its failure to meet any performance measures.
- (d) It is the Government's intent to do annual performance evaluations for each period of the contract and subsequent task orders.
- (e) Performance evaluations shall be submitted to the CO by the COTR.

- (f) The CO shall submit the completed evaluations to the Contractor for comment. The Contractor shall have thirty (30) days in which to respond. The CO and COTR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.
- (g) The CO and the COTR shall discuss any unsatisfactory performance.
- (h) All performance evaluations will be done in accordance with FAR 42.15.

G.8 GOVERNMENT FURNISHED PROPERTY

- (a) The Government may provide Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract. If any Government property is furnished during the performance of this contract, such property shall be identified and described below.

<u>Item Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (b) 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.
- (c) 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.
- (d) 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.9 GOVERNMENT FURNISHED INFORMATION

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

G.10 INDEFINITE DELIVERY, INDEFINITE QUANTITY

Services shall be ordered in accordance with clause H.36 entitled "Task Request/Ordering Procedures." As required, funds shall be obligated by the issuance of delivery/task orders citing applicable fiscal year accounting data when issued.

[End Section G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE

This contract is an Indefinite Delivery, Indefinite Quantity (ID/IQ) type contract against which Time and Materials (T&M), Firm-Fixed Price (FFP), Firm-Fixed Price + Incentive (FFP-I), Firm Fixed Price + Award Fee (FFP-AF) type task orders, or a combination thereof, will be issued.

H.2 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.

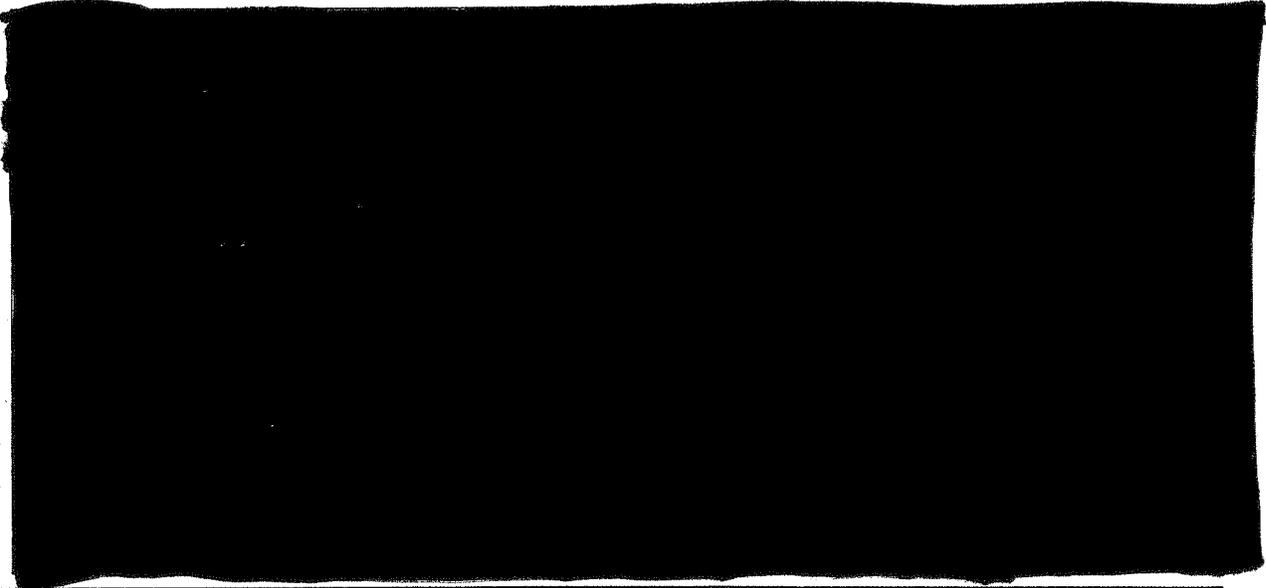
H.3 CONTRACT MINIMUM / MAXIMUM

It is impossible to determine the precise types or amounts of services that will be ordered under this contract. Specific minimums and maximums are identified in Section B. The quantities shown are provided for information only and are not purchased herein.

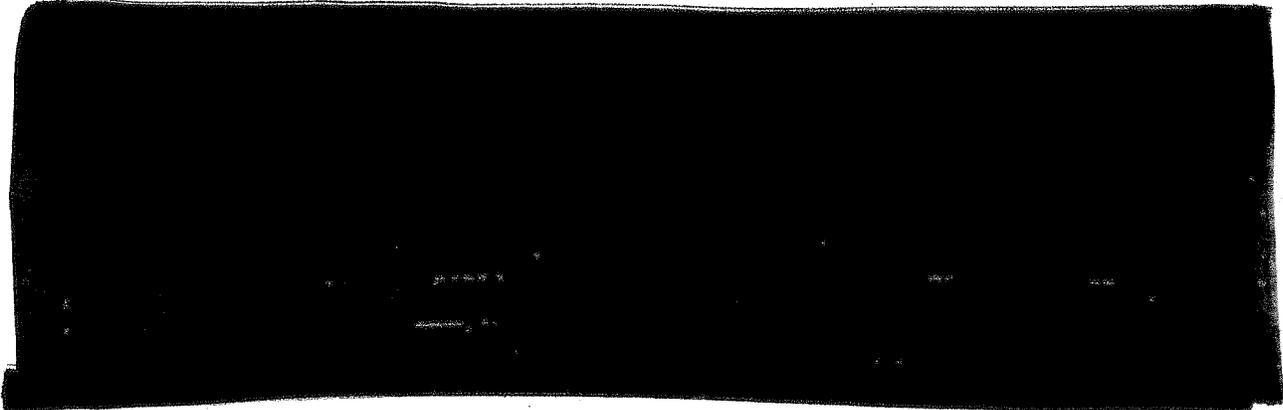
H.4 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the key personnel designated below, for whom resumes were submitted as part of the Contractor's technical proposal. In addition, key personnel is further defined by any individual or individuals who are assigned as key personnel by agreement of the Government and the Contractor during task order negotiations. The key personnel assigned to this contract are:

b(4)



b(4)

- 
- (b) Proposed key personnel shall be assigned and available on this contract starting from the date of contract award. If one or more of the key personnel for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period of 30 calendar days, the Contractor shall immediately notify the Contracting Officer (CO) and shall promptly replace, subject to the concurrence of the CO or his/her authorized representative, such personnel with personnel of equal or superior ability.
- (c) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall immediately notify the COTR of any of these events. Written notification and the information required by paragraph (d) below must be provided to the CO within ten (10) calendar days after the occurrence of any of these events. After ninety (90) days, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least fifteen (15) calendar days prior to making any permanent substitutions. Key personnel lost must be replaced within fifteen (15) calendar days from the date of the vacancy.
- (d) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resume(s) for the proposed substitute(s), and any additional information requested by the Contracting Officer. The Contractor must demonstrate that the qualifications of prospective personnel are equal to, or better than, the qualifications of the personnel being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved change(s) of key personnel.
- (e) The CO 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.
- (f) If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or task order, the contract or

task order may be terminated by the CO for default or for the convenience of the Government, as appropriate, or, if the CO finds the Contractor at fault for the condition, the contract price may, at the CO's discretion, be equitably adjusted downward to compensate for any resultant delay, loss or damage.

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

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

H.6 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 Technical Representative whose conduct may affect the performance of the Contractor or the image of the Bureau of Census, 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.7 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

(End of Clause)

H.8 EXCLUSIONS FROM 2010 CENSUS COMMUNICATIONS CAMPAIGN CONTRACT PARTICIPATION

The Census Bureau currently has contracts and agreements to provide consulting services and research services for the 2010 Census communications acquisition. One of the requirements of these contracts and agreements, agreed to by these Contractors and their Subcontractors prior to award of their individual contracts with the Census Bureau, specified that awardees of and participants in these contracts (including Subcontractors and their employees who worked on these contracts) and any resulting task orders were precluded from participating in any contracts for the 2010 Census. Contractors shall therefore be aware that a conflict of interest may arise if personnel assigned to the 2010 Communications Campaign contract were involved in the contracts described above. The Census Bureau should be contacted if this situation occurs. Any resolution of conflicts of interest will be posted on the 2010 Census Communications Web page at <http://www.census.gov/procur/www/2010communications/>.

A list of the companies and Subcontractors who performed under these contracts are as follows:

- Delve Marketing, Ellicott City, MD

H.9 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the 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 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

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

(End of Clause)

H.11 1352.209-73 COMPLIANCE WITH LAWS (MAR 2000)

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

(End of Clause)

H.12 OBTAINING TAXPAYER IDENTIFICATION NUMBERS

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

H.13 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 Technical Representative (COTR).
- (b) Contractor shall invoice all travel against Task Order No. 2, which will be issued post-award. No travel shall be included in individual task 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, nor 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.

H.14 PRINTING

Products that are printed (generally using offset lithography, gravure, or silkscreen printing processes) shall be obtained through the Government Printing Office (GPO). The primary Contractor will be given specific instructions on how to obtain these items; however, in most cases the primary Contractor will be responsible for furnishing technical specifications and either an electronic file suitable for printing or camera ready art to GPO. The GPO will, in turn,

advertise the requirements and award the job to the lowest, qualified bidder. The primary Contractor is encouraged to supply GPO with a list of printers to include on the bidders list. The printer will invoice GPO directly for the products and services provided under the contract. GPO will then bill the primary Contractor in the amount of the printer's invoice plus a nominal GPO surcharge. Unless otherwise specified in this contract or any task order, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

H.15 CAR 1352.209-72 RESTRICTION AGAINST DISCLOSURE (MAR 2000)

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor agrees that it will not disclose any information described in subsection (a) to any person or individuals 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.16 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any oral or written information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer.

H.17 INDEMNIFICATION

- (a) Responsibility for Government Property. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, materials, supplies, accessories, or parts furnished, while in his custody care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance under the terms of this contract, the Contractor shall be responsible to the Government for such loss

or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

- (b) Hold Harmless and Indemnification Agreement. The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
- (c) Government's Right of Recovery. Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.
- (d) Government Liability. The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to direct negligence on the part of the Government and is recoverable under the Federal Torts claim Act, or pursuant to other Federal Statutory authority.

H.18 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.19 TITLE AND RISK OF LOSS

The title to all materials acquired by the Contractor in the performance of this contract becomes the property of the Government and shall vest in the Government. All materials acquired under this contract shall become the property of the Government.

The Contractor shall bear the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of loss, theft or destruction of or damage to any such property before delivery to or an acceptance by the Government.

H.20 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.21 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.22 TALENT RELEASE & USAGE RIGHTS

- (a) The Contractor shall deliver to the Contracting Officer's Technical 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 COTR.

- (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.24. The Contractor shall retain no rights to any deliverable under this contract or any other issued hereunder.

H.23 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.24 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.25 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.26 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.27 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 COTR.
- (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 COTR.

H.28 INSURANCE REQUIREMENTS

- (a) In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the Contractor shall acquire and maintain, during the performance of work under this contract, insurance of at least the kinds and amounts set forth below:
 - 1. Workman's Compensation and Employee's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, a minimum amount of \$100,000 per incident shall be required and maintained.
 - 2. Automobile General Liability Insurance: A minimum amount of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.
 - 3. Comprehensive General Liability: A minimum of \$500,000 for bodily injury per occurrence.
 - 4. 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.
- (b) Prior to the commencement of work hereunder, evidence of insurance and bonds if required, shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of

the insurance policies or bonds required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

H.29 STATE AND LOCAL TAXES

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any state and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of state and local tax exemptions and obtaining such exemptions, if available. The Contractor shall notify the Contracting Officer if problems arise in obtaining a state or local tax exemption. The Contractor may request a waiver, by the Contracting Officer, from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.30 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.31 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.32 LOCATIONS

Government representatives designated by the Contracting Officer or COTR will conduct the liaison and coordination required when Contractor employees or subcontractor employees visit Census Bureau installations in the performance of duties hereunder. All projects on location, studio filming, narrations and photographic assignment will be under the supervision and direction of Contractor personnel. Designated Government representatives shall, unless an exception is made by the COTR, accompany Contractor personnel and provide technical assistance and coordination.

H.33 SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the Contractor's employees permanently assigned to work on the Government premises or any building or facility used for Government operations shall be required to undergo specific suitability assessment processing. Any Contractor employee having access to Census facilities will be required to complete security documents and procedures, which will be provided by the Government for completion after contract award.

H.34 TITLE 13 DATA

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. All Contractor personnel who will have access to the Title 13 data must take an oath and complete the Bureau of Census Form BC-1759 (Special Sworn Status) that requires non-disclosure of Title 13 data. The oath of non-disclosure must be administered by an authorized Census employee or a Notary Public. The Notary will ask the individual to stand, raise his/her right hand and repeat Section D, Affidavit of Nondisclosure. The Notary must sign and affix his/her seal to the completed document. This document must be completed prior to any Contractor utilizing or reviewing Census Title 13 information.

Contractors who will access Census facilities (on a continuing basis) must provide appropriate security documents for investigative processing. All required documents will be provided by the Government for completion after contract award.

H.35 TASK REQUEST/ORDERING PROCEDURES

A task will be initiated only by issuance of a fully executed task order by the Contracting Officer. The work to be performed under a task 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 task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed. Tasks may be issued under this contract on a firm fixed price (FFP) or a time and materials basis (T&M), or any combination thereof.

H.35.1 Task Request

The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a 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 task 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 task request will describe the preferred pricing method (i.e., fixed price, fixed price with incentive, or T&M). The task request will be electronically delivered (e-mailed), mailed or transmitted by facsimile to the Contractor.

H.35.2 Task Proposal

- (a) The Contractor shall acknowledge receipt of each SOW by e-mail, and shall develop and forward to the COTR within fourteen (14) calendar days a written Task Proposal for accomplishing the assigned task within the period specified. Faster response time for emergency tasks 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 task.
5. A staffing schedule and the names and resumes of the key personnel (as defined in clause H.4) to be assigned to the task order. Resumes will only be required for key personnel not included in the master 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. Task cost or price proposal in accordance with the requirements of the SOW.

On a separate document, the Contractor shall provide an estimate travel schedule and the travel costs associated with the task.

All costs associated with the development, presentation, and negotiation of the Contractor's task 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.

H.35.3 Negotiations and Task 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 task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.
- (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 task order. The Government reserves the right to require specific experience and/or educational requirements in order to meet the requirements of the individual task order. Within two (2) workdays following negotiations, the Contractor shall submit a finalized proposal reflecting the results of the negotiations.
- (c) A task order may be issued without negotiations based on the acceptability of the task proposal. If negotiations are conducted and agreement cannot be reached on any aspect of the task, the Government has the right to unilaterally issue the task order, and the Contractor is required to perform; however, while performance is taking place, the Contractor has the right to pursue applicable remedies under the "Disputes" clause of the contract.
- (d) Upon the conclusion of all negotiations and evaluation of task proposals, the Contracting Officer will issue a task 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 task order is considered fully executed, binding, and ready for implementation. Each task order will be forwarded to the Contractor (generally by facsimile, followed by regular mail).

- (e) Travel associated with each task order shall be funded under Task Order No. 2, only, upon approval and task issuance.
- (f) Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer. The modification/change shall be formalized by issuance of a written modification to the task 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 task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.
- (g) Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.
- (h) All provisions of this contract will apply to each task order executed. The following specific conditions will also apply:
 - 1. All task 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 task order. Any such orders will be followed by a written task order as soon as practicable.
 - 3. Work on task orders shall commence no later than seven (7) calendar days from the task order issuance date or a mutually agreed upon date.

H.36 CONFLICT IN TERMS

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

H.37 TERMINATION OF TASK ORDERS

The Government retains the right to terminate or stop work on any task order. In the event of termination, the Government will do so in accordance with FAR 52.249-2 *Termination for Convenience to the Government (Fixed Price)*, FAR 52.249-4 *Termination for Convenience of the Government (Services) (Short Form)*, or FAR 52.249-8 *Default (Fixed-Price Supply and Services)*, as appropriate, and will negotiate an equitable adjustment in the task order price for work performed. The basis for this adjustment would be the staffing plan submitted by the Contractor in their task order proposal or any other basis mutually agreed upon by the Contractor and the Government. 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 task.

H.38 SECURITY

As applicable, the Contractor shall fully comply with CAR 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department Of Commerce Site (Low Risk Contracts) (SEPT 2006). The full text of this clause may be accessed electronically at: oamweb.ossec.doc.gov/docs/CAM-1337-70-Personnel-Security-Processing.pdf

Failure of the Contractor to comply with these requirements may result in termination of this contract or removal of some Contractor personnel from DOC facilities. Compliance with these requirements shall not be construed by the Contractor as having the ability to provide its personnel with clearance to access classified information.

Special Note - The U.S. Census Bureau is mandated to comply with HSPD-12 (including FIPS 201). Due to the unique nature of the 2010 Census, the Census Bureau is developing specific guidelines relating to its operations, and will post such guidelines to the 2010 Census Communications Website as available.

H.39 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]

PART II – CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER I) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	Jul-04
52.203-3	GRATUITIES	Apr-84
52.203-5	COVENANT AGAINST CONTINGENT FEES	Apr-84
52.203.6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Sept-06
52.203-7	ANTI-KICKBACK PROCEDURES	Jul-95
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sept-05
52.204-4	PRINTED OR COPIED DOUBLE-SIDE ON RECYCLE PAPER	Aug-00
52.204-7	CENTRAL CONTRACTOR REGISTRATION	Jul-06
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	Sept-06
52.211-5	MATERIAL REQUIREMENTS	Aug-00
52.215-2	AUDIT AND RECORDS-NEGOTIATION	Jun-99
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	Oct-97
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	Oct-97
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	Oct-97
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	Oct-97

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	Oct-97
52.215-14	INTEGRITY OF UNIT PRICES	Oct-97
52.215-18	REVERSION OF ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	Jul-05
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	Oct-97
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA— MODIFICATIONS	Oct-97
52.216-10	INCENTIVE FEE	Mar-97
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (Alternate II (Oct 2001)	Sept-06
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	Jan-99
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS	Oct-00
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	Feb-97
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99
52.222-26	EQUAL OPPORTUNITY	Apr-02
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sept-06
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jan-98
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sept-06
52.223-6	DRUG-FREE WORKPLACE	May-01
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	Aug-03
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03
52.224-1	PRIVACY ACT NOTIFICATION	Apr-84
52.224-2	PRIVACY ACT	Apr-84
52.225-1	BUY AMERICAN ACT--SUPPLIES	Jun-03
52.225-3	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	Jun-06
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb-06
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN- OWNED ECONOMIC ENTERPRISES	Jun-00
52.227-1	AUTHORIZATION AND CONSENT	Jul-95

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96
52.227-3	PATENT INDEMNITY	Apr-84
52.227-14	RIGHTS IN DATA--GENERAL,	Jun-87
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	Jun-87
52.227-18	RIGHTS IN DATA - EXISTING WORKS	Jun-87
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	Jun-87
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.232-1	PAYMENTS	Apr-84
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	Aug-05
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	Feb-02
52.232-16	PROGRESS PAYMENTS	Apr-03
52.232-17	INTEREST	Jun-96
52.232-18	AVAILABILITY OF FUNDS	Apr-84
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	Apr-84
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86
52.232-25	PROMPT PAYMENT	Oct-03
52.232.33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	Oct-03
52.233-1	DISPUTES Alternate I (DEC 1991)	Jul-02
52.233-3	PROTEST AFTER AWARD Alternate I (Jun 1985)	Aug-96
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04
52.242-2	PRODUCTION PROGRESS REPORTS	Apr-91
52.242-13	BANKRUPTCY	Jul-95
52.242-15	STOP WORK ORDER	Aug-89
52.242-17	GOVERNMENT DELAY OF WORK	Apr-84
52.243-1	CHANGES-FIXED-PRICE Alternate II (Apr 1984)	Aug-87
52.243-3	CHANGES-TIME-AND-MATERIALS OR LABOR HOURS	Sept -00
52.244-2	SUBCONTRACTS Alternate II (Aug 1998)	Aug-98
52.244-5	COMPETITION IN SUBCONTRACTING	Dec-96
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	Sept-06
52.245-1	PROPERTY RECORDS	Apr-84
52.245-4	GOVERNMENT FURNISHED PROPERTY (SHORT FORM).	Jun-03
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS)	May-04
52.246-25	LIMITATION OF LIABILITY-SERVICES	Feb-97
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	Sep-96

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	Apr-84
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84
52.249-14	EXCUSABLE DELAYS	Apr-84
52.251-1	GOVERNMENT SUPPLY SERVICES	Apr-84
52.253-1	COMPUTER GENERATED FORMS	Jan-91

I.2 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.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

(b) The Contractor shall:

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

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

(End of Clause)

I.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders 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 task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.5 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) calendar 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.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

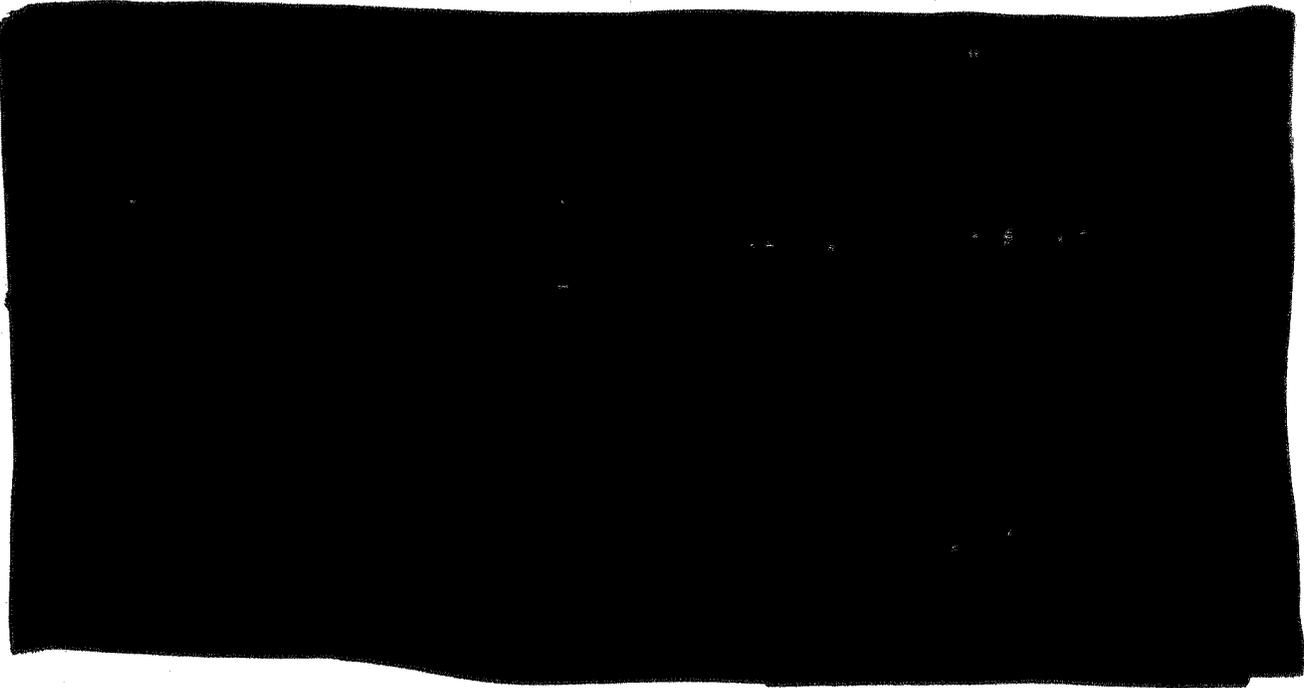
(End of clause)

I.7 52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

b(4)



I.9 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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

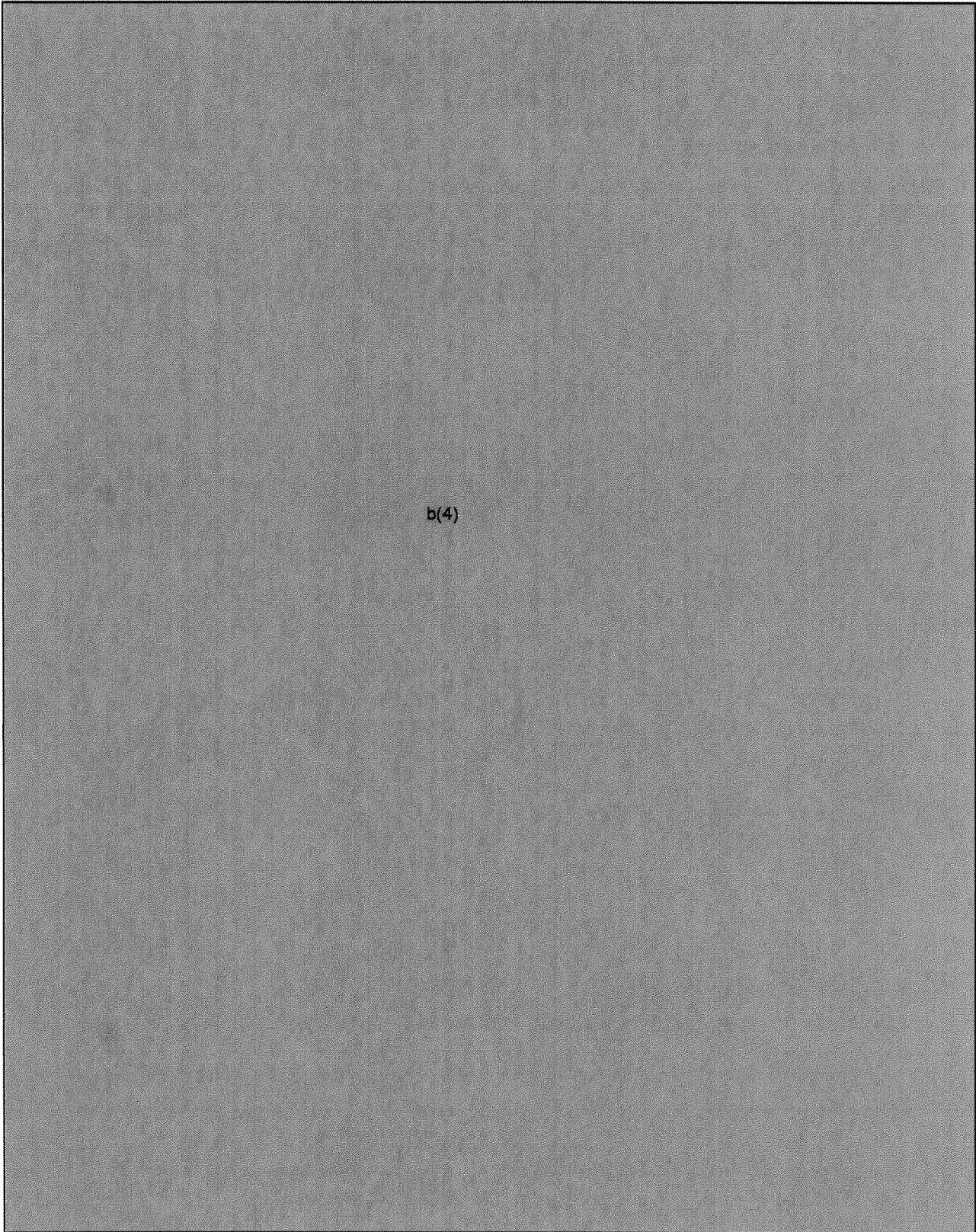
(End of Clause)

[End of Section I]

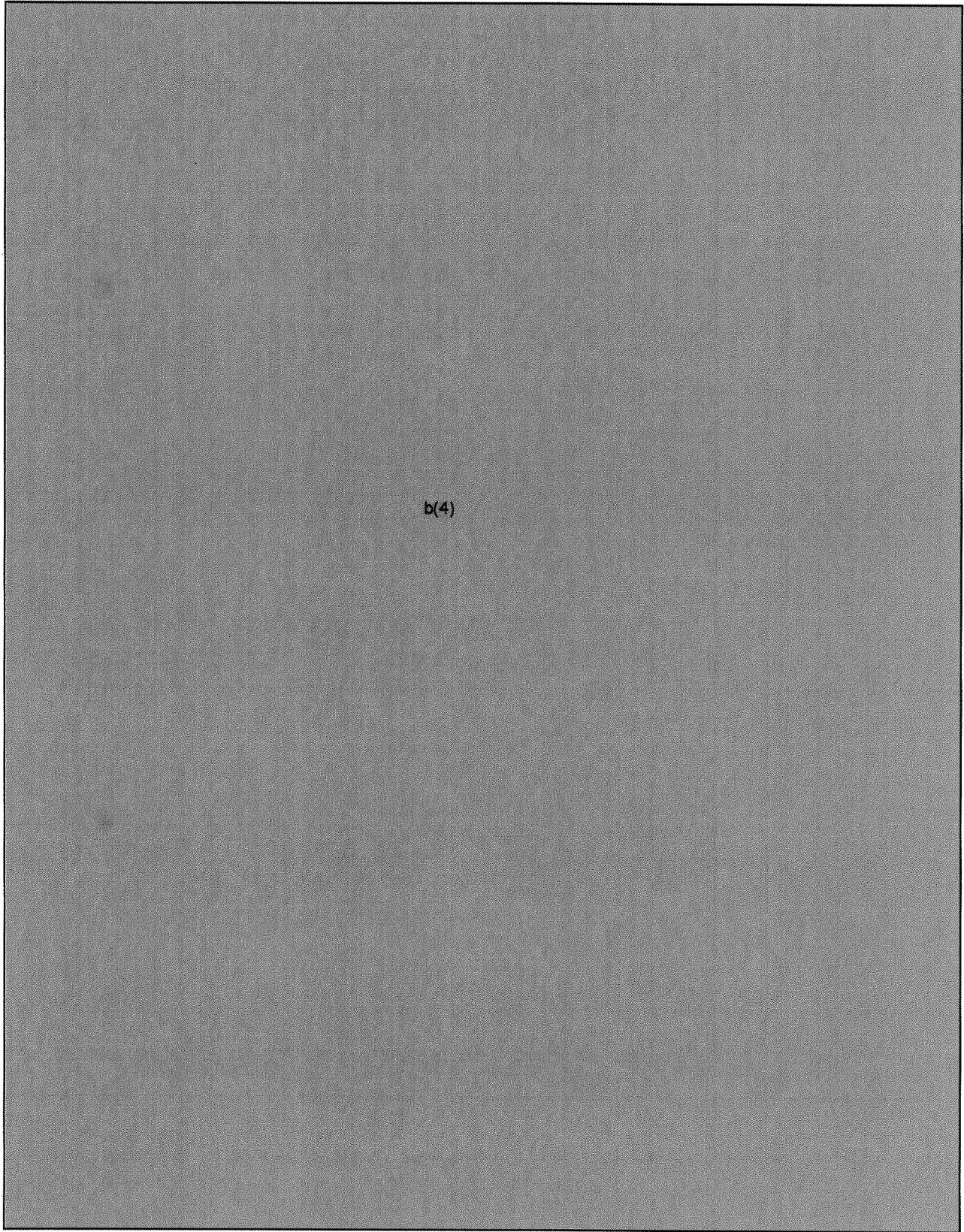
PART III- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

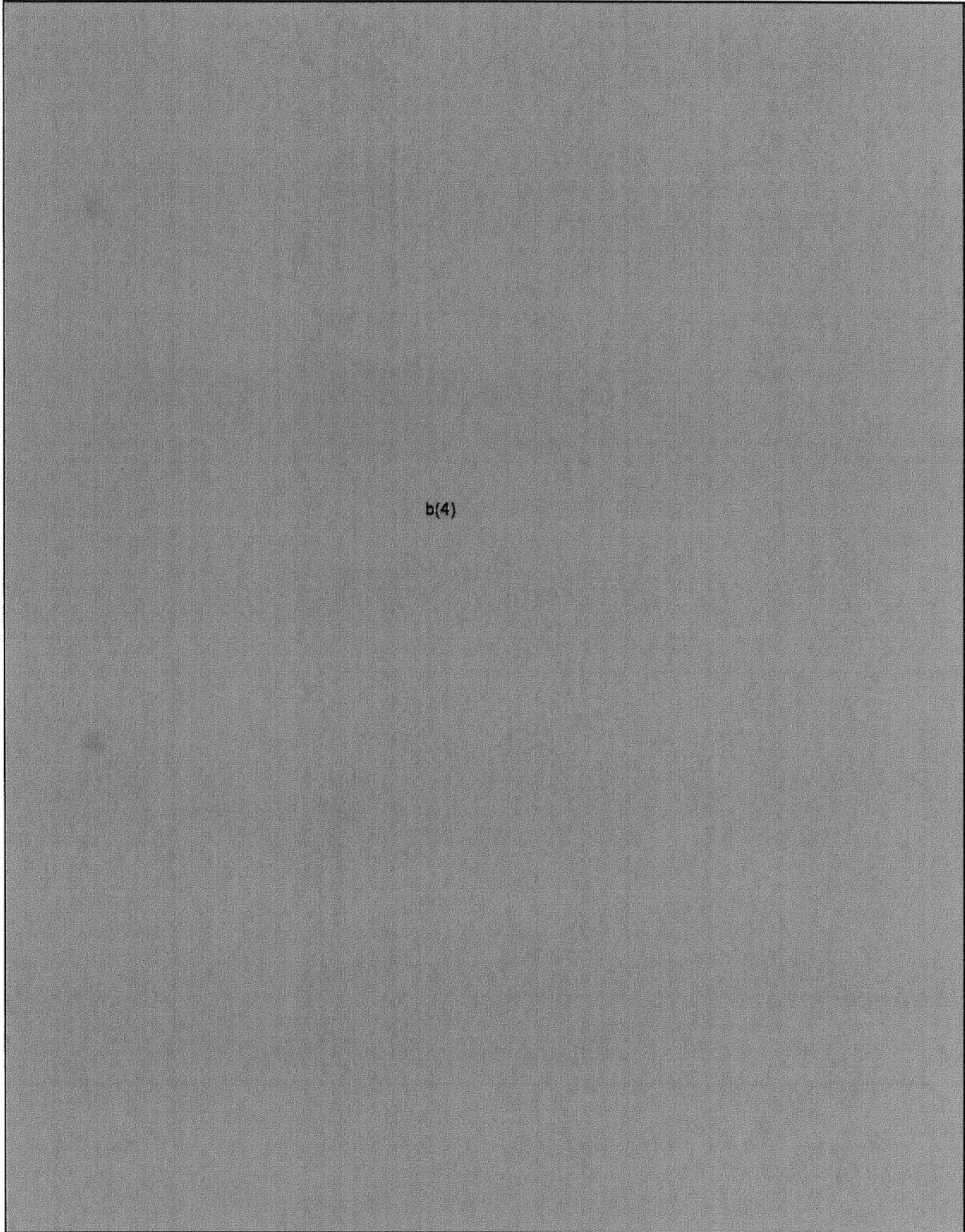
- J.1 DRAFTFCB SMALL BUSINESS SUBCONTRACTING PLAN DATED JULY 2, 2007.**
- J.2 DRAFTFCB SMALL BUSINESS PARTICIPATION PLAN, DATED JULY 2, 2007.**



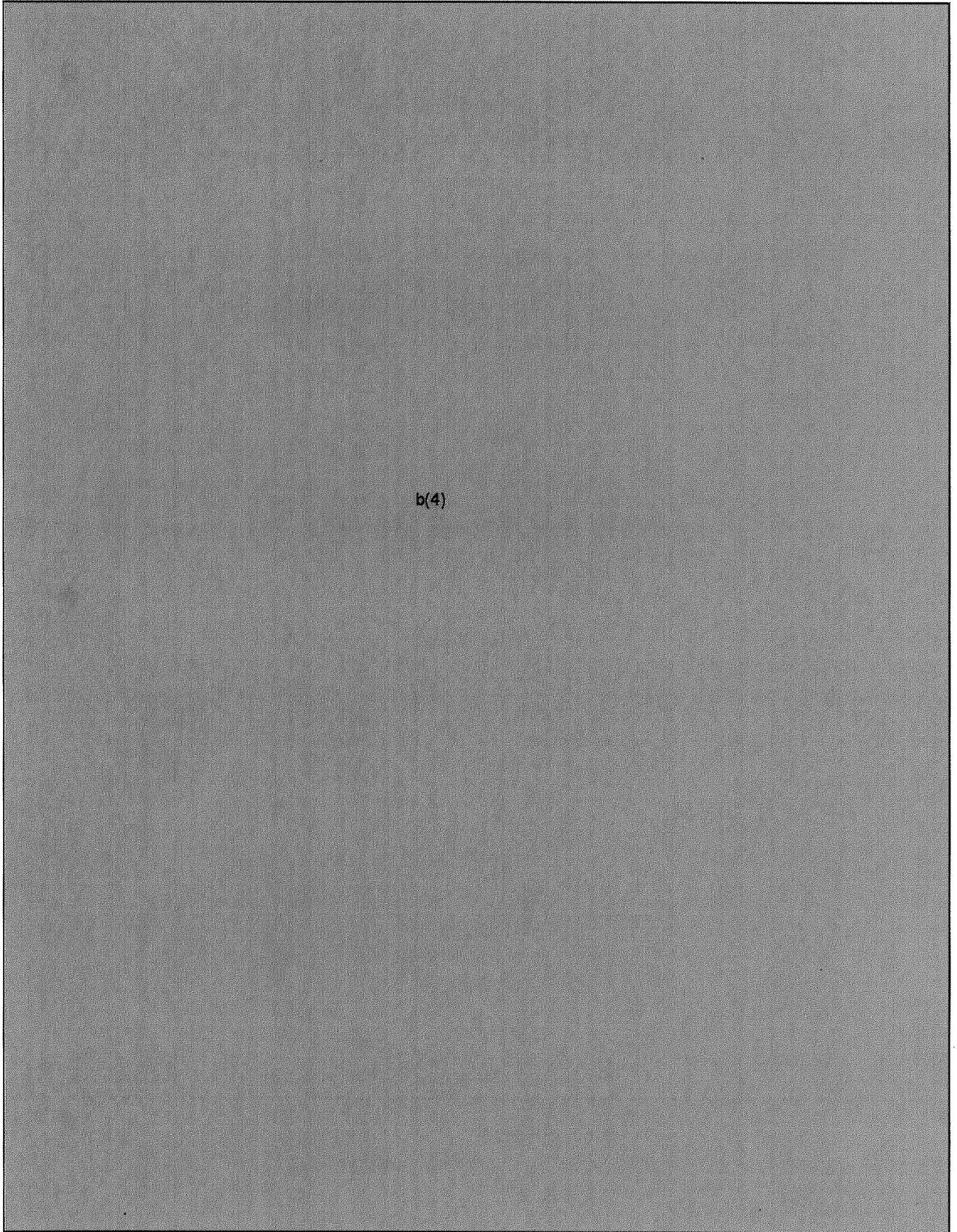
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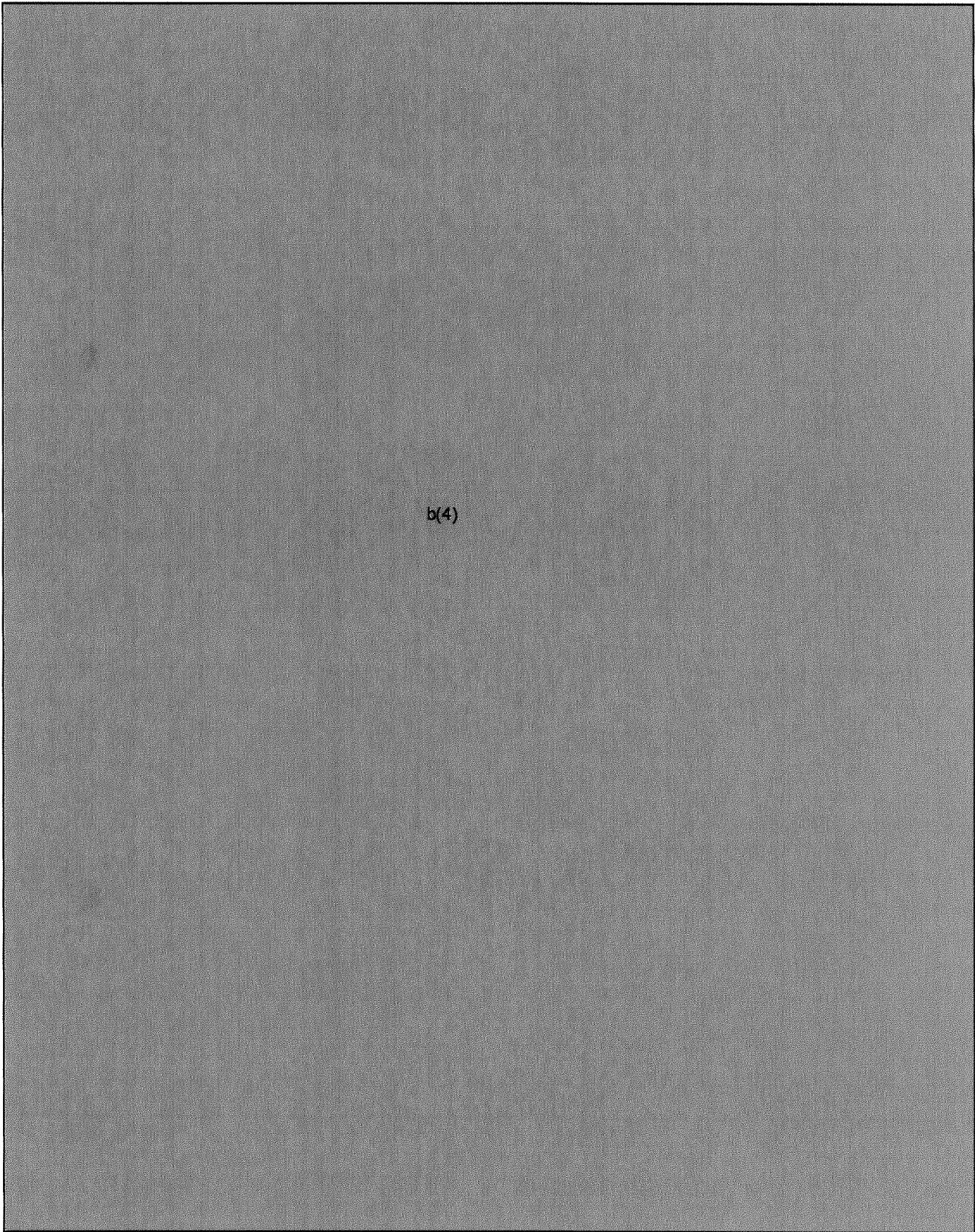
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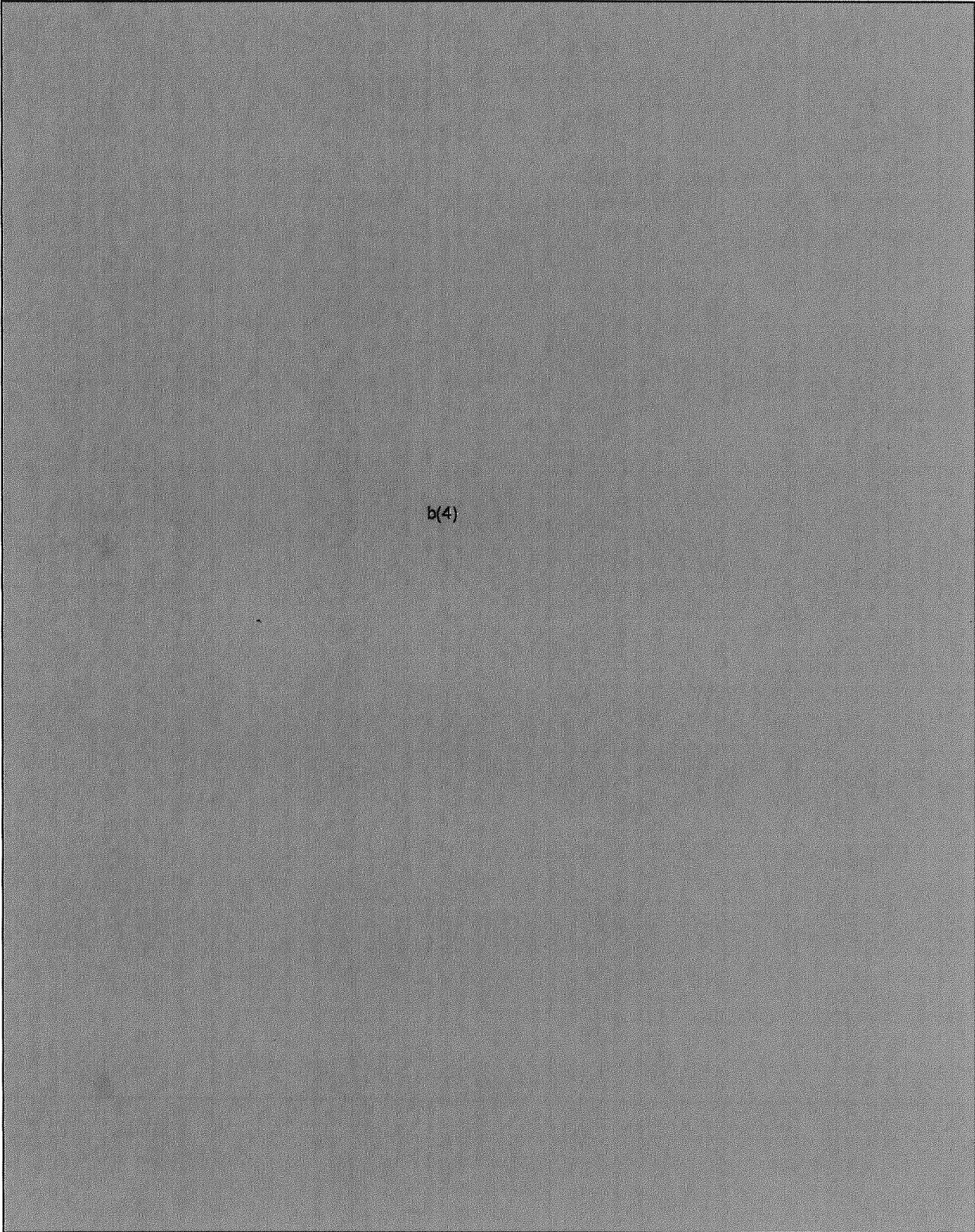
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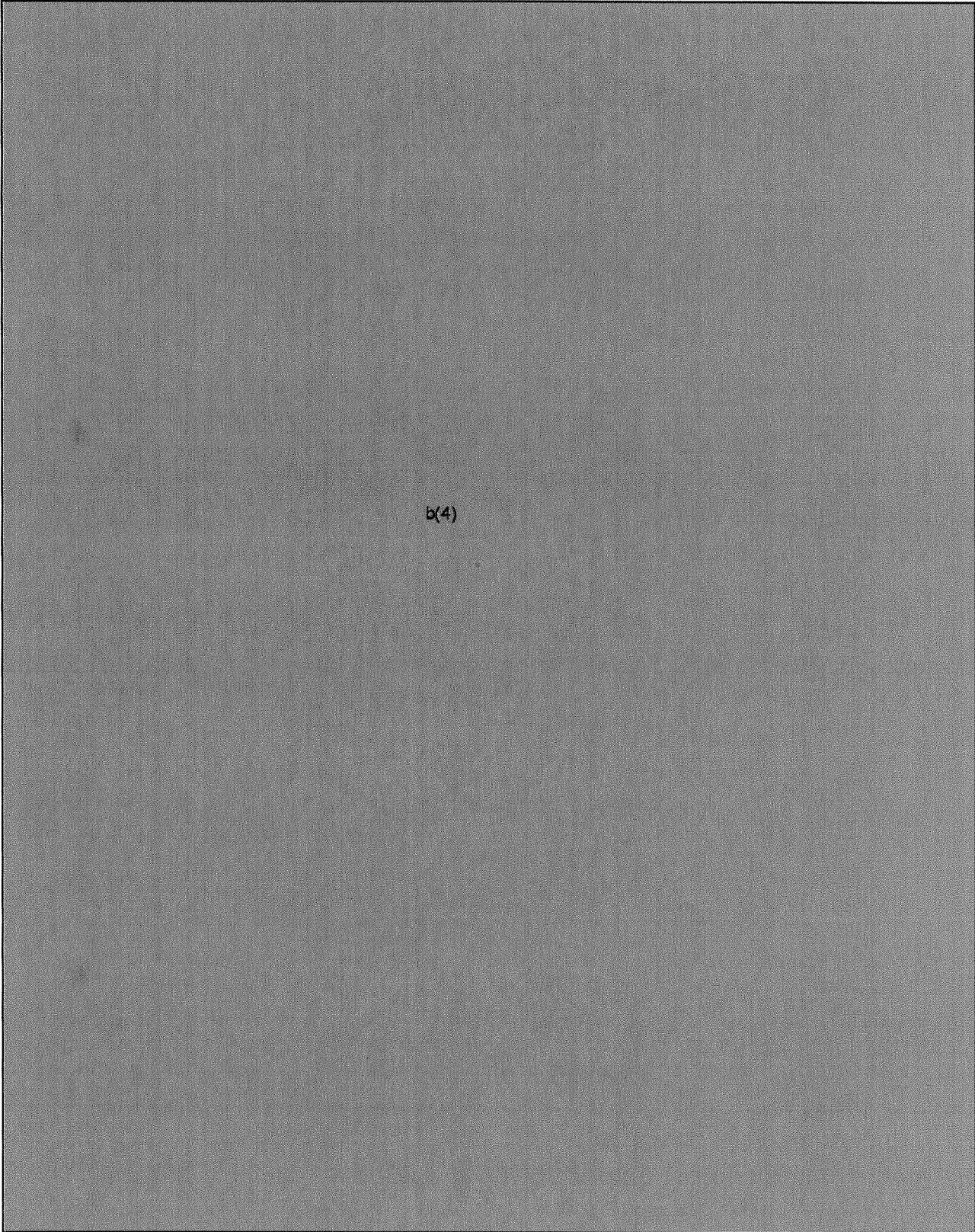
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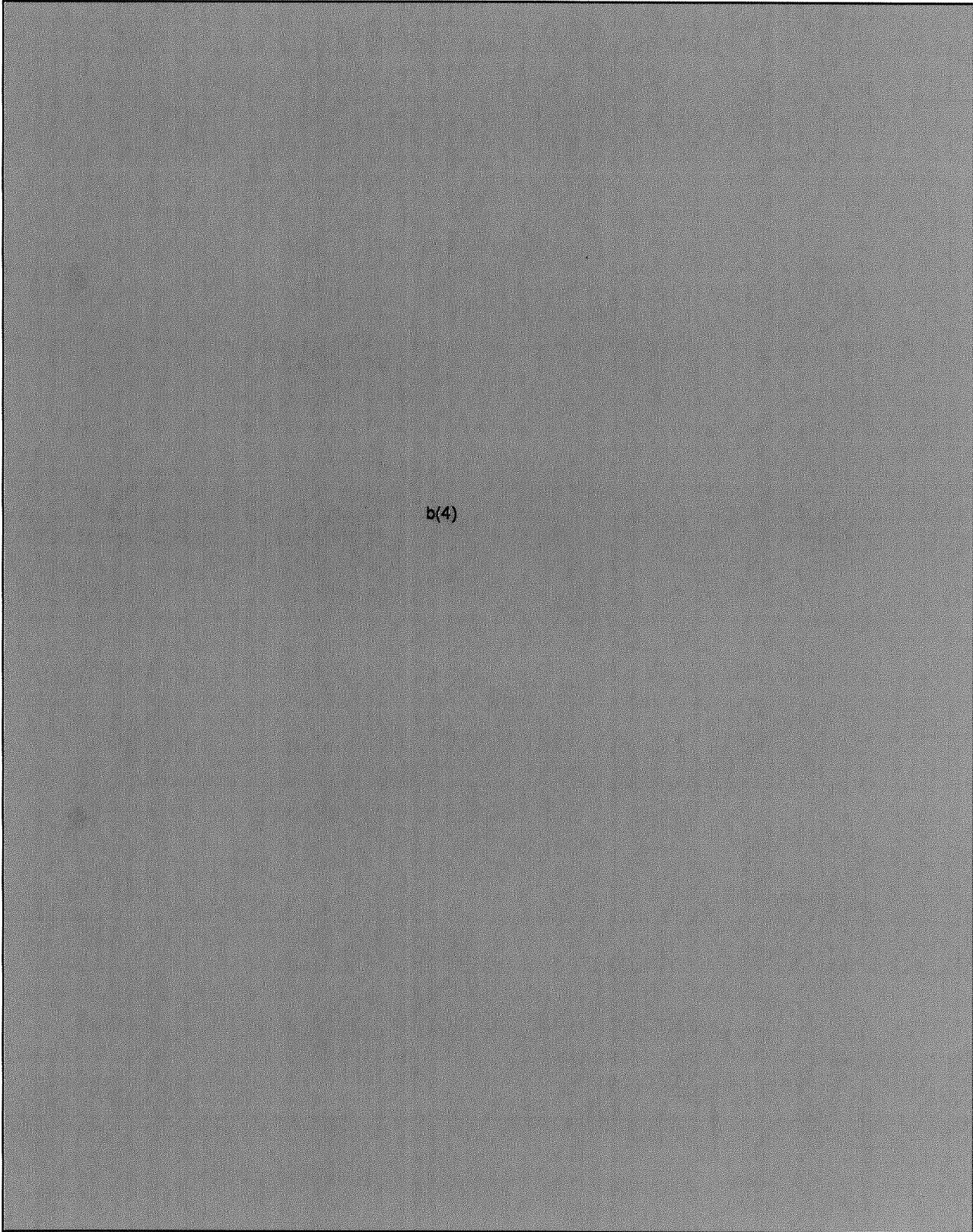
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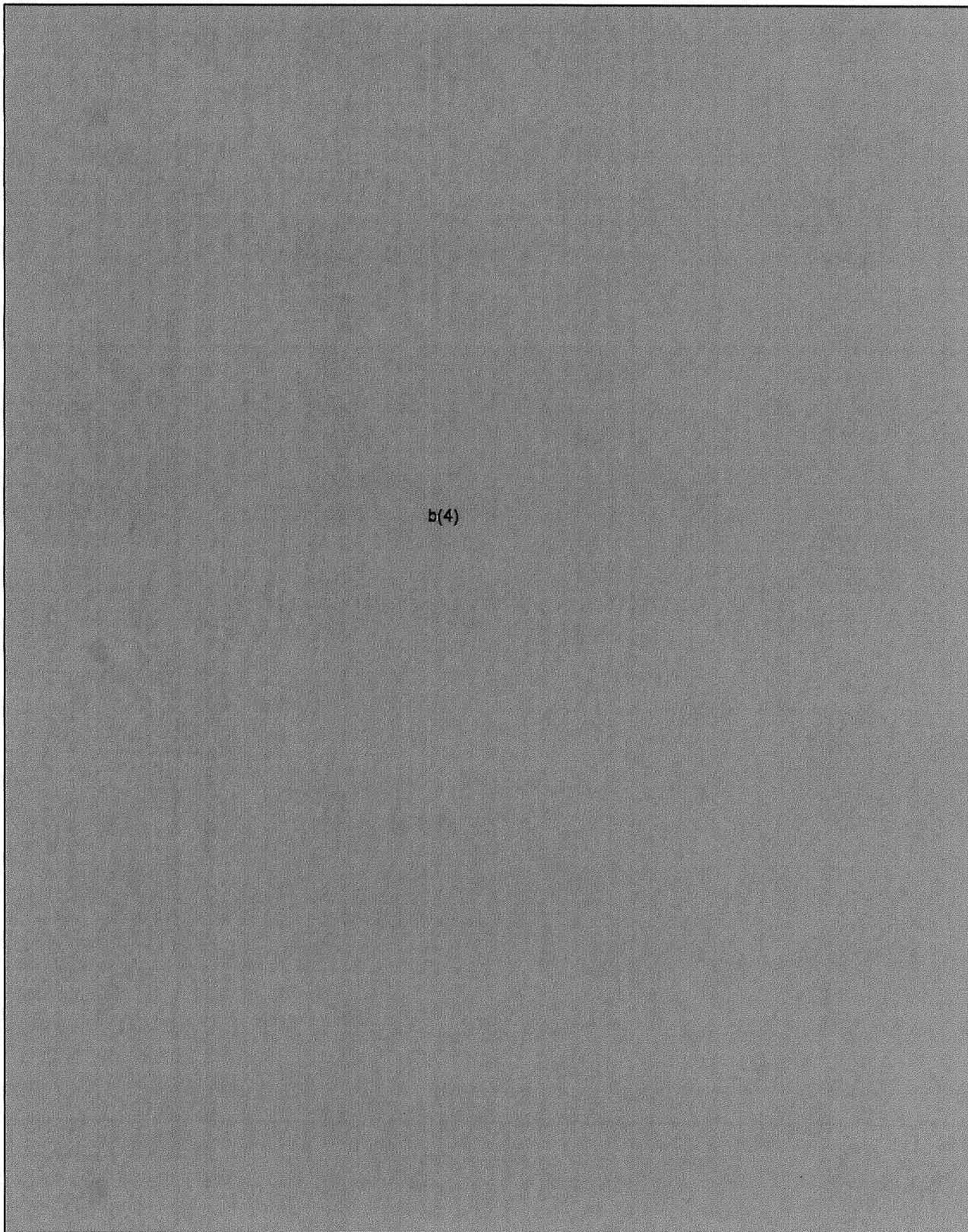
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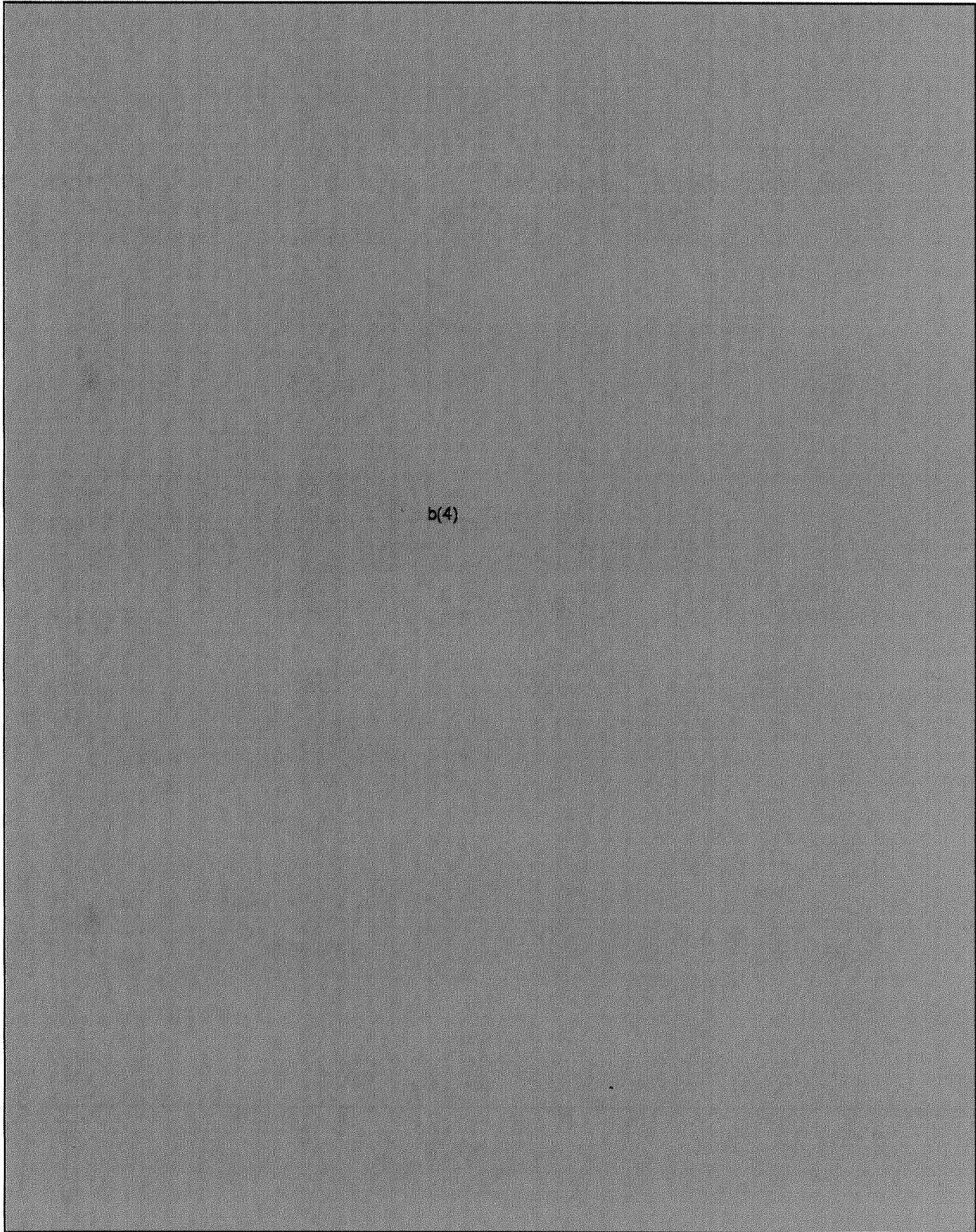
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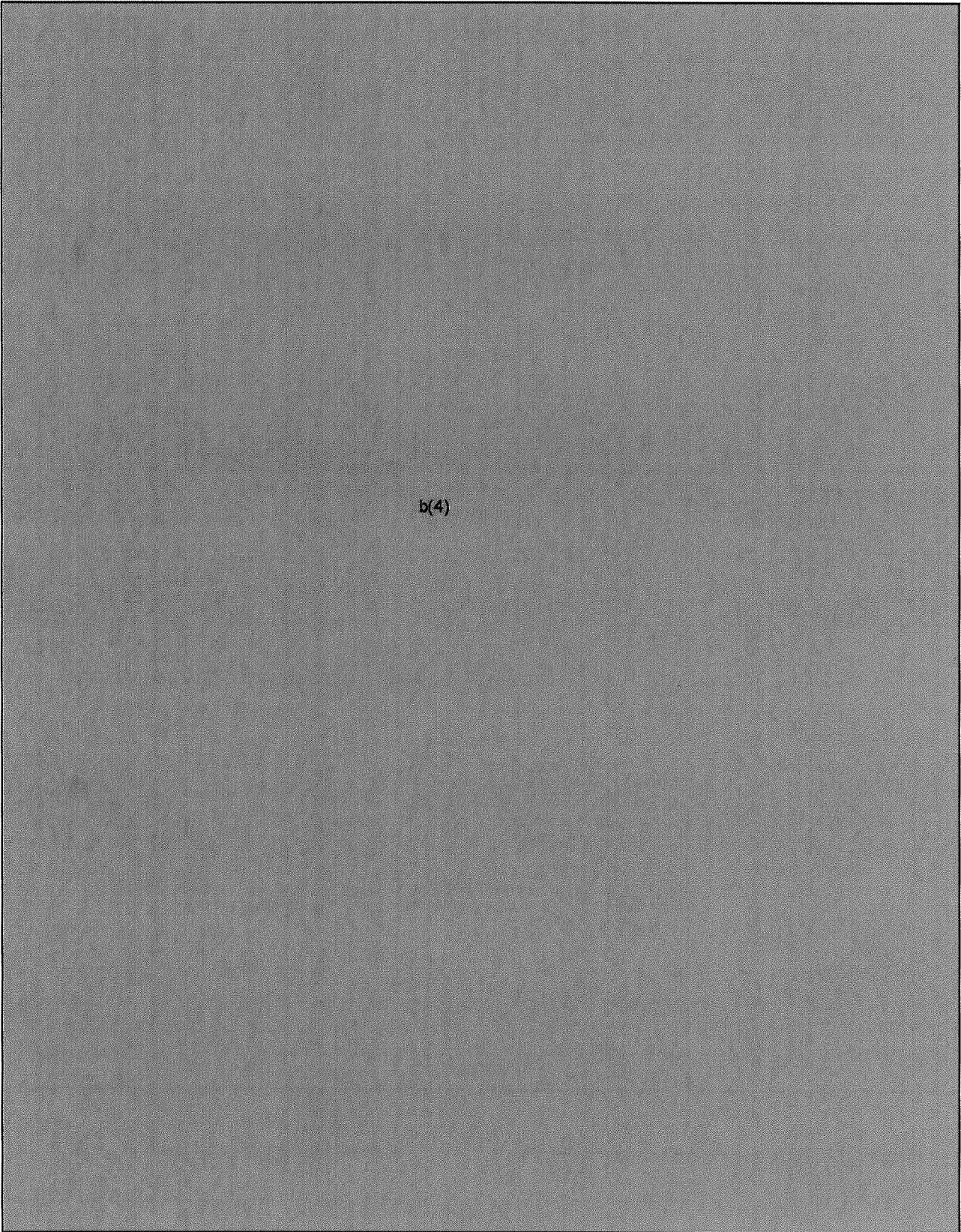
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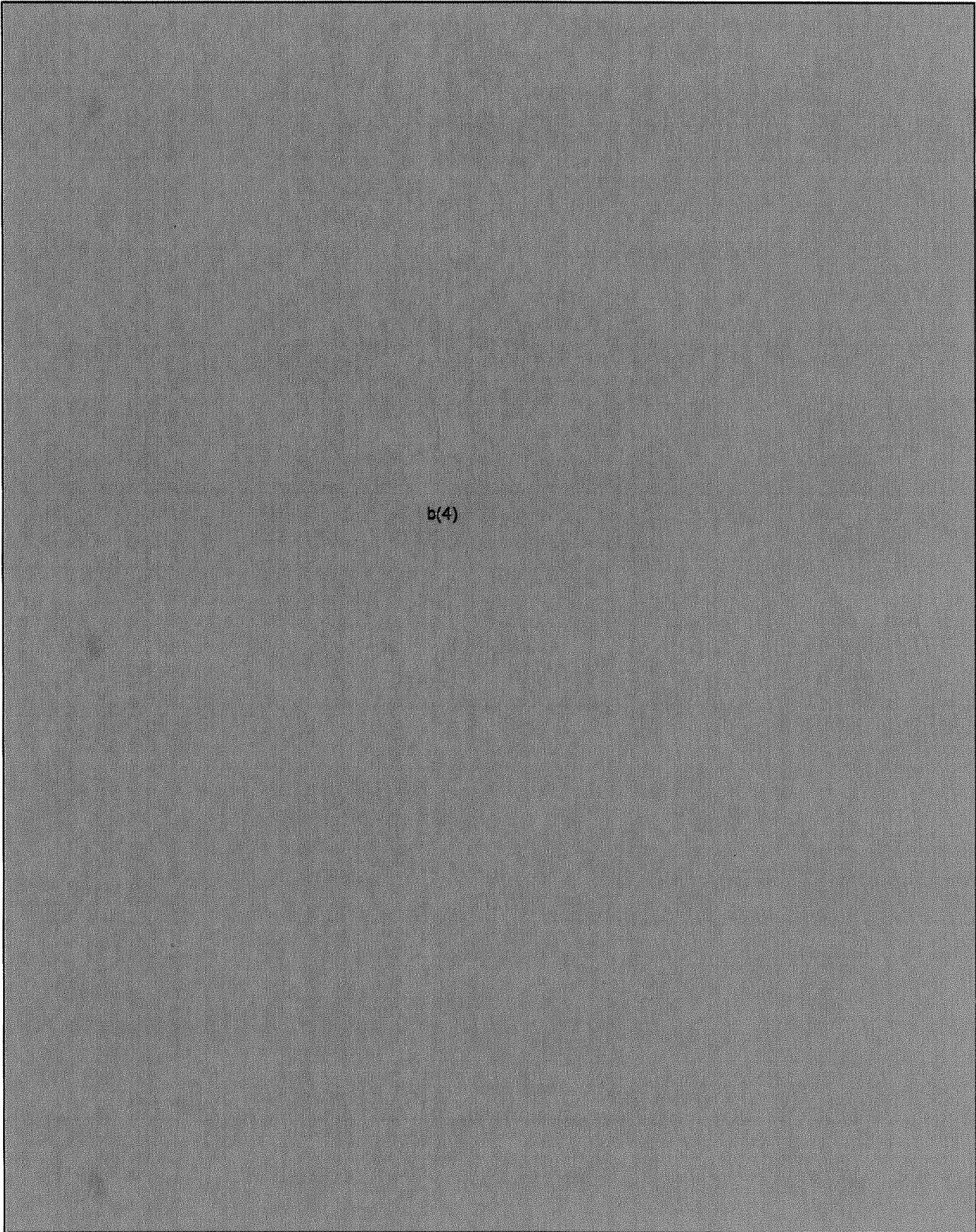
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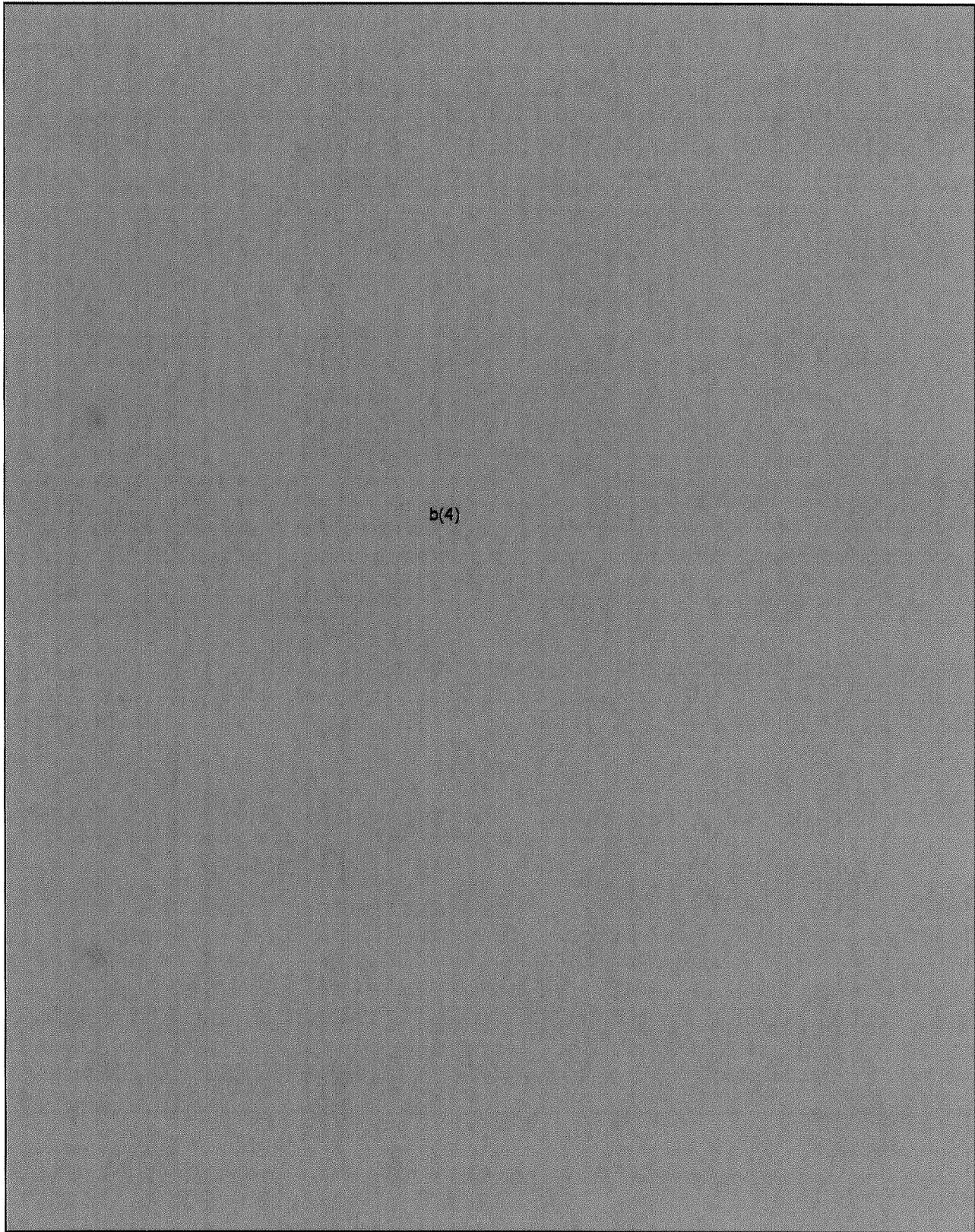
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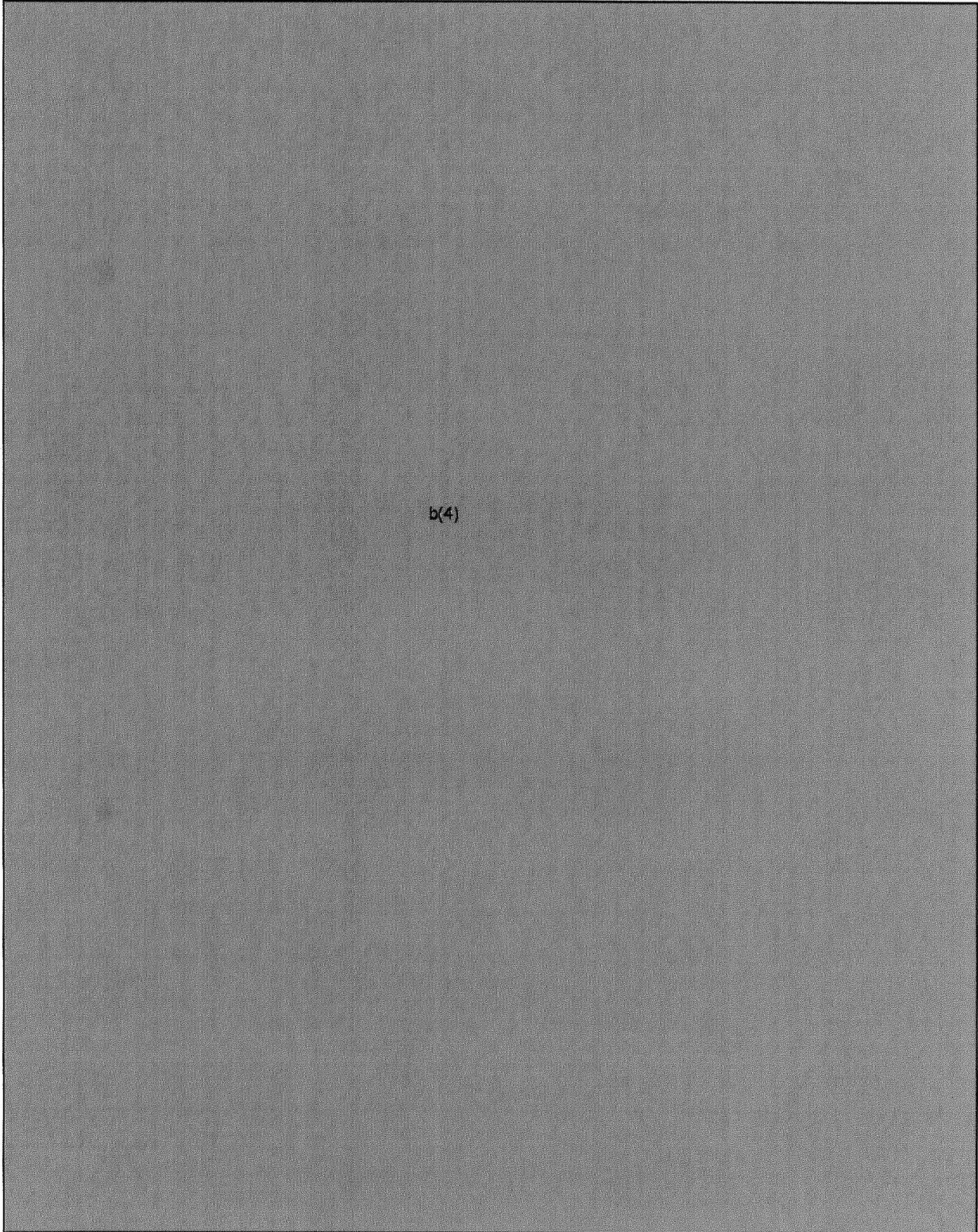
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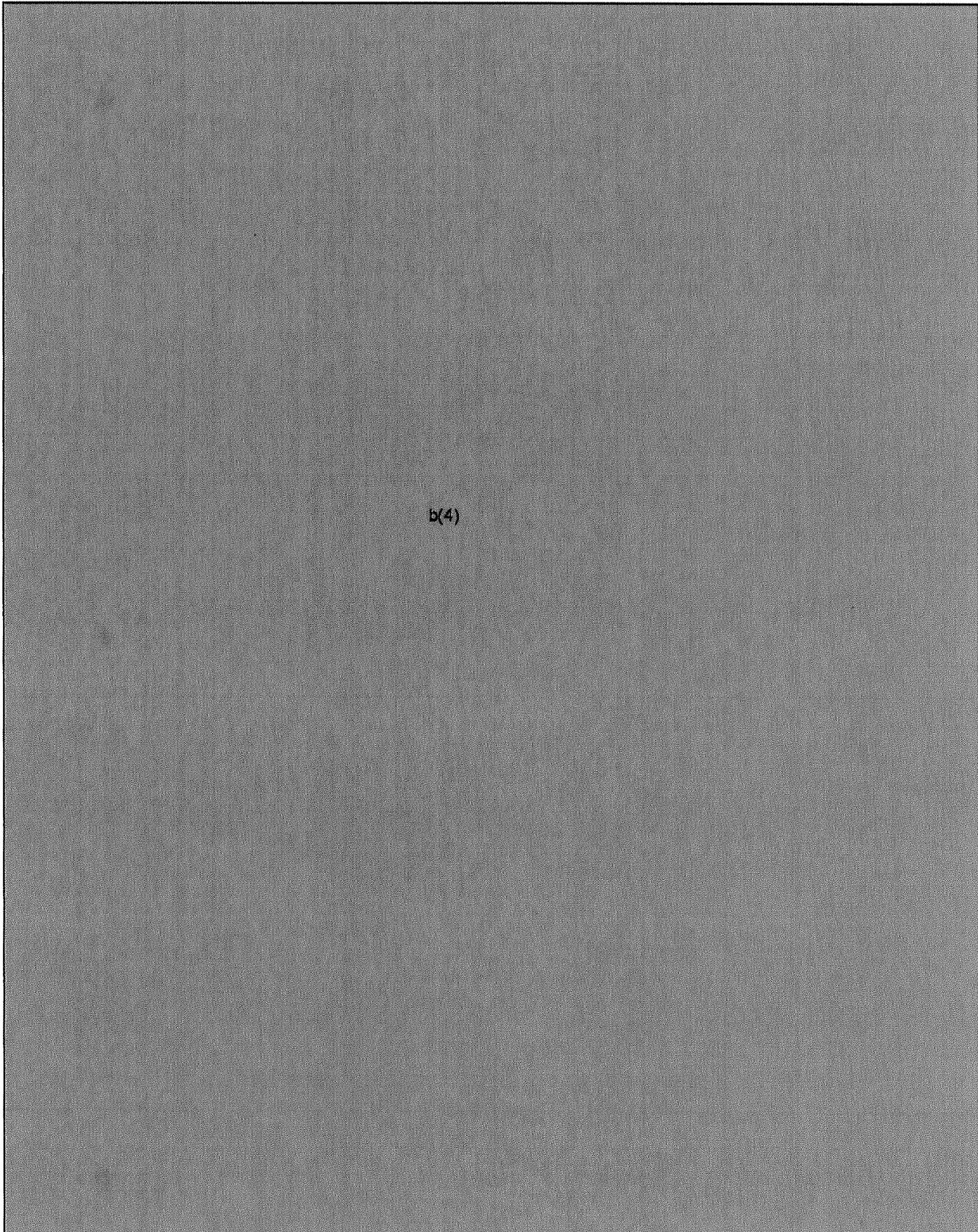
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b(4)



b(4)



b(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Page 1 of Pages 1

2. Amendment/Modification No. M001	3. Effective Date See Block 16C	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824		7. Administered By (if other than Item 6) SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900	Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3	(X)	9A. Amendment of Solicitation No.
			9B. Date (See Item 11)
		X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004
			10B. Date (See Item 13) Sep 19, 2007
Code	Facility Code		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
0407531071200087040410003110400060000000025200 \$ US 0.00

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

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
X	C. This supplemental agreement is entered into pursuant to authority of: Mutual agreement of the parties
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract number YA1323-07-CQ-0004 is hereby modified as follow:

- Section H.4 - Key Personnel, is modified to include [REDACTED] for this contract. b(4)

This modification represents a no cost change to the contract. The period of performance and the total obligated amount remain unchanged.

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

15A. Name and Title of Signer (Type or Print) Jeff Tarakajian, EVP Client Svcs.	16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL Contract Specialist william.h.russell@census.gov 301-763-1804
15B. Contractor/Officer (Signature of person authorized to sign)	16B. United States of America (Signature of Contracting Officer)
15C. Date Signed 12-3-07	16C. Date Signed 12/9/07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 8
2. Amendment/Modification No. M002	3. Effective Date Mar 7, 2008	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)	
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824	Code COACQSU	7. Administered By (If other than Item 6) SEE BLOCK 6		Code
8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC 100 WEST 33RD STREET NEW YORK NY 100012900			(X)	9A. Amendment of Solicitation No.
Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 b(4)				9B. Date (See Item 11)
			X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004
				10B. Date (See Item 13) Sep 19, 2007
Code	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
0407531071200087040410003110400060000000025200 \$ US 0.00

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

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in Item 10A.
X	FAR 52.243-1, Changes - Fixed Price - Alternate II (APR 1984)
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract number YA1323-07-CQ-0004 is hereby modified as follows:

- Section F.4.3 - Eliminate requirement for Monthly Reports and incorporate requirement for Weekly Reports. Table F.1 is also modified to address this change in requirements.

-Section I - To include FAR clause 52.244-2, Subcontracts, in full text rather than by reference.

All other contract terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) JEFF TARAKAJIAN Team Leader - 2010 Census Campaign		16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL Contract Specialist william.h.russell@census.gov	
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed 3-14-08	16B. United States of America (Signature of Contracting Officer)
			16C. Date Signed 3/7/08

Campaign contract, to include campaign plans and creative deliverables, which will be identified at the task order level.

TABLE F.1 – LIST OF DELIVERABLES AND DELIVERY DATES			
Section F	Deliverable	Initial Delivery Date or within time after Contract Award	Subsequent Delivery Date(s)
F.4.1	Program Management Review (PMR) Meetings	To be proposed by Contractor as part of Task Order No. 1	Monthly
F.4.2	Program Management Review (PMR) Meeting Agenda	Five (5) working days before initial PMR	Monthly, five (5) working days prior to meeting
F.4.2	PMR Meeting Minutes and Action Items	Within three working days after initial PMR	Monthly, within three (3) working days after PMR
F.4.3	Monthly Weekly Status Report	45 calendar days after award <u>March 10, 2008</u>	10th day of each month First business day of the week
F.4.3	<u>Outline of Weekly Events</u>	<u>March 10, 2008</u>	<u>Last business day of the previous week</u>
F.4.4	Updated Small Business Subcontracting Plan	30 days	Redeliver if revised
F.4.5	Contract Subcontracting Report (SF 294)	6 months	Semi-annually
F.4.5	Summary Subcontracting Report (SF 295)	90 days	Annually, within thirty (30) days following the close of each Government fiscal year.
F.4.5	Detailed Subcontracting Compliance Report	6 months	Semi-annually

F.4.1 Program Management Review (PMR)

As a result of the importance of the national integrated marketing and communications campaign to the overall success of the 2010 Census, the contractor is required to conduct Program Management Reviews (PMRs) meetings on a monthly basis, unless a change in frequency is mutually agreed. The purpose of the PMR is to communicate status and issues to a broad-based audience, including Government managers and oversight organizations. The review shall address technical, business and programmatic topics, with focus on status; performance and issues/risks. The PMR does not replace the requirement for continuous communication with the

2CPO about status, cost, issues, etc. As such, the 2CPO should not hear about issues, concerns, or problems for the first time at the PMR.

The Contractor shall schedule and conduct PMRs at Census Bureau Headquarters unless an alternate site is jointly determined. The Contractor shall ensure that necessary technical and management personnel attend the PMRs and that presentation materials and supporting data are prepared to ensure that agenda items are fully covered.

F.4.2 Program Management Review (PMR) Meeting Agendas and Minutes

At least five (5) working days prior to a PMR, the Contractor shall provide a proposed agenda to the Government. The Government may add, delete, or change items to the agenda within two (2) working days of submission. 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.

Within three (3) working days after a PMR, the Contractor shall provide minutes of the PMR with a list of action items and issues 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 minutes and list of action items and issues within three (3) working days of receipt of the Government's comments or revisions.

F.4.3 Monthly-Weekly Status Reports

The Contractor shall submit a written Monthly-Weekly Status Report by the first business day of each week. The report shall include an update on the status of each outstanding project, next steps for each project, and names of responsible person for each item, from the Contractor's side and the Census Bureau.

The Contractor shall also submit an outline of the events that will be taking place each week. This report shall be submitted the last business day of the previous week.

The format for these reports will be proposed by the Contractor after award. 10th day of each month for the previous month's activities. The Government anticipates that the Contractor will provide a proposed format for the report within 10 calendar days of contract award. The first report shall be delivered forty five (45) calendar days after award. Subsequent monthly reports shall be delivered on the 10th day of each month.

F.4.4 Updated Small Business Subcontracting Plan

If requested by the Government, the Contractor shall submit an updated Small Business Subcontracting Plan within thirty (30) days after contract award. The Contractor will be advised of the need for any revisions after award.

F.4.5 Small Business Subcontracting Reports

The Contractor shall submit Individual Subcontracting Reports and Summary Subcontracting Reports (formally SF 294 & SF 295) in connection with the performance of this contract (see a)

NUMBER	TITLE	DATE
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96
52.227-3	PATENT INDEMNITY	Apr-84
52.227-14	RIGHTS IN DATA--GENERAL,	Jun-87
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	Jun-87
52.227-18	RIGHTS IN DATA – EXISTING WORKS	Jun-87
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	Jun-87
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.232-1	PAYMENTS	Apr-84
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	Aug-05
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	Feb-02
52.232-16	PROGRESS PAYMENTS	Apr-03
52.232-17	INTEREST	Jun-96
52.232-18	AVAILABILITY OF FUNDS	Apr-84
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	Apr-84
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86
52.232-25	PROMPT PAYMENT	Oct-03
52.232.33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	Oct-03
52.233-1	DISPUTES Alternate I (DEC 1991)	Jul-02
52.233-3	PROTEST AFTER AWARD Alternate I (Jun 1985)	Aug-96
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04
52.242-2	PRODUCTION PROGRESS REPORTS	Apr-91
52.242-13	BANKRUPTCY	Jul-95
52.242-15	STOP WORK ORDER	Aug-89
52.242-17	GOVERNMENT DELAY OF WORK	Apr-84
52.243-1	CHANGES-FIXED-PRICE Alternate II (Apr 1984)	Aug-87
52.243-3	CHANGES-TIME-AND-MATERIALS OR LABOR HOURS	Sept -00
52.244-2	SUBCONTRACTS Alternate II (Aug 1998)	Aug-98
52.244-5	COMPETITION IN SUBCONTRACTING	Dec-96
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	Sept-06
52.245-1	PROPERTY RECORDS	Apr-84
52.245-4	GOVERNMENT FURNISHED PROPERTY (SHORT FORM).	Jun-03
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS)	May-04
52.246-25	LIMITATION OF LIABILITY-SERVICES	Feb-97
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	Sep-96

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

(End of clause)

I.7 52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

b(4)

I.9 52.244-2 SUBCONTRACTS (June 2007)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

no company has been identified to date

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

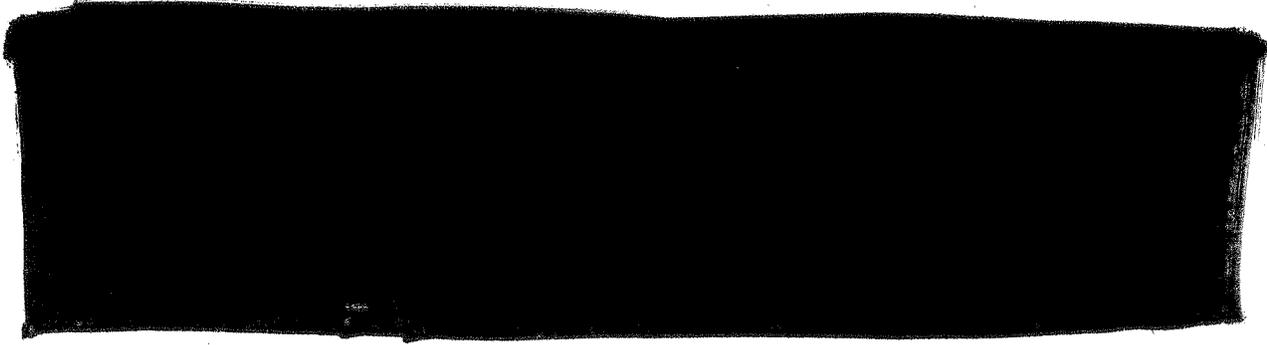
(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

b(4)



(End of clause)

1.910 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 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]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 2
 2. Amendment/Modification No. M003
 3. Effective Date Apr 30, 2008
 4. Requisition/Purchase Req. No. _____
 5. Project No. (if applicable) _____

6. Issued By BUREAU OF CENSUS
 ACQUISITION DIVISION, 3J444
 4600 SILVER HILL ROAD
 WASHINGTON DC 20233
 LIZANETTE VELEZ 301-763-1824
 Code COACQSU
 7. Administered By (if other than Item 6) SEE BLOCK 6
 Code _____

8. Name and Address of Contractor (No., Street, County, and Zip Code)
 TRUE NORTH COMMUNICATIONS INC
 D/B/A DRAFTFCB, INC.
 100 WEST 33RD STREET
 NEW YORK NY 100012900
 Vendor ID: 00002729
 DUNS: **b(4)**
 CAGE: 3U1E3
 (X) 9A. Amendment of Solicitation No. _____
 9B. Date (See Item 11) _____
 X 10A. Modification of Contract/Order No. YA1323-07-CQ-0004
 10B. Date (See Item 13) Sep 19, 2007

Code _____ Facility Code _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
 0407531071200087040410003110400060000000025200 \$ US 0.00

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

(x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
 B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
 X C. This supplemental agreement is entered into pursuant to authority of:
 Mutual agreement of the parties
 D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract number YA1323-07-CQ-0004 is hereby modified as follow:
 -Section H.4 - Key Personnel is modified to change the Contractor's Census 2010 Contract Manager, from **b(4)**

This modification represents a no cost change to the contract. All other contract terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) JEFF TARAKAJIAN
 Team Census 2010 Leader
 15B. Contractor/Officer (Signature of person authorized to sign)
 15C. Date Signed 5-6-08
 16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL
 Contract Specialist
 william.h.russell@census.gov
 16B. United States of America (Signature of Contracting Officer)
 16C. Date Signed APR 30 2008

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE

This contract is an Indefinite Delivery, Indefinite Quantity (ID/IQ) type contract against which Time and Materials (T&M), Firm-Fixed Price (FFP), Firm-Fixed Price + Incentive (FFP-I), Firm Fixed Price + Award Fee (FFP-AF) type task orders, or a combination thereof, will be issued.

H.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

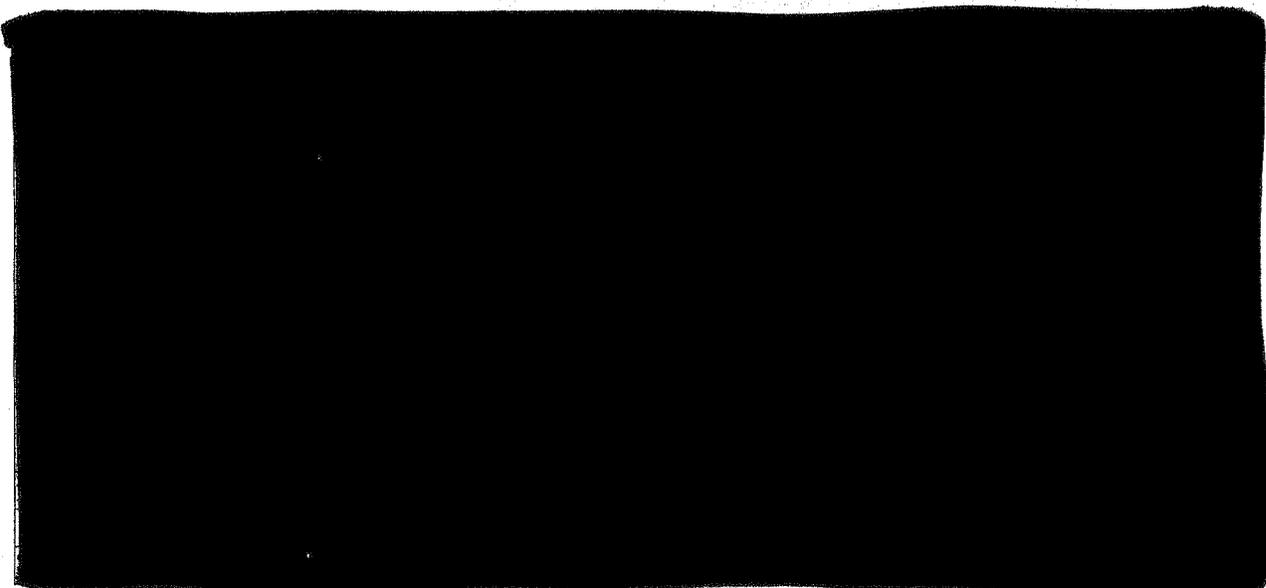
Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the 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.3 CONTRACT MINIMUM / MAXIMUM

It is impossible to determine the precise types or amounts of services that will be ordered under this contract. Specific minimums and maximums are identified in Section B. The quantities shown are provided for information only and are not purchased herein.

H.4 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the key personnel designated below, for whom resumes were submitted as part of the Contractor's technical proposal. In addition, key personnel is further defined by any individual or individuals who are assigned as key personnel by agreement of the Government and the Contractor during task order negotiations. The key personnel assigned to this contract are:



2. Amendment/Modification No. M004	3. Effective Date See Block 16C	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)
---------------------------------------	------------------------------------	----------------------------------	--------------------------------

6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824	Code COACQSU	7. Administered By (If other than Item 6) SEE BLOCK 6	Code
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8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900	Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 b(4)	(X)	9A. Amendment of Solicitation No.	
			9B. Date (See Item 11)	
		X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004	
			10B. Date (See Item 13) Sep 19, 2007	
Code	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
0407531071200087040410003110400060000000025200 \$ US 0.00

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

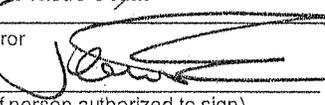
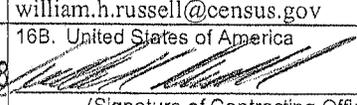
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|-----|---|
| (x) | A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A. |
| | B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b) |
| | C. This supplemental agreement is entered into pursuant to authority of: |
| X | D. Other (Specify type of modification and authority)
Mutual agreement of the parties |
| | E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office. |

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to incorporate prime and subcontractors' Labor Categories & Rates Cards, as proposed by the Contractor on August 11, 2008. These rate cards are being included as section B.6 to the contract.

See attached pages.

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

15A. Name and Title of Signer (Type or Print) JEFF TARAKAJIAN, EVP Team Leader, 2010 Census Team	16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contract Specialist william.h.russell@census.gov
15B. Contractor/Offeror 	15C. Date Signed AUG 26 2008
(Signature of person authorized to sign)	16B. United States of America 
	16C. Date Signed AUG 26 2008 (Signature of Contracting Officer)

SECTION B -- SUPPLIES/SERVICES AND PRICES/COST

B.1 GENERAL

(a) This contract shall be a vehicle for the Government to obtain a Contractor to create, produce and implement an integrated marketing and communications campaign in support of the 2010 Decennial Census.

(b) The Government intends to award an Indefinite Delivery – Indefinite Quantity contract with multiple Firm Fixed Price (FFP), Firm Fixed Price with Incentive (FFP-I), Firm Fixed Price with Award Fee (FFP-AF) and/or Time & Materials (T&M) delivery/task orders.

(c) Travel required and incurred by the Contractor's personnel outside their assigned work is an acceptable item to be invoiced. This Other Direct Cost (ODC) shall be invoiced in accordance with the Federal Travel Regulations (FTR) and shall be invoiced only against Task Order No. 2 – Travel. No travel can be invoiced on individual task orders.

B.2 ESTIMATED BUDGET

The estimated budget for the full cycle of the contract is about \$200,000,000.00.

B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

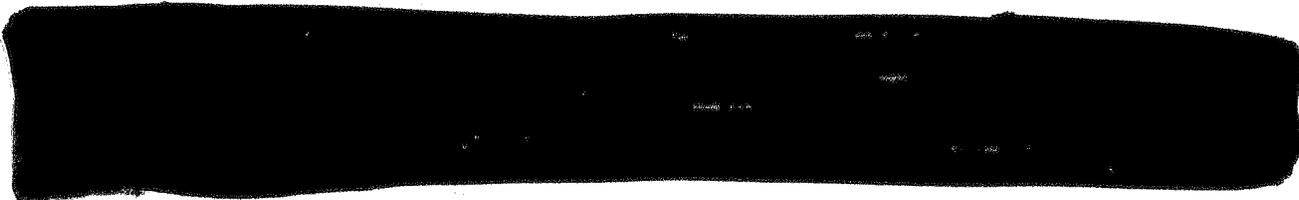
During the period specified in Section F.2, the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders under this contract shall not exceed \$300,000,000.00

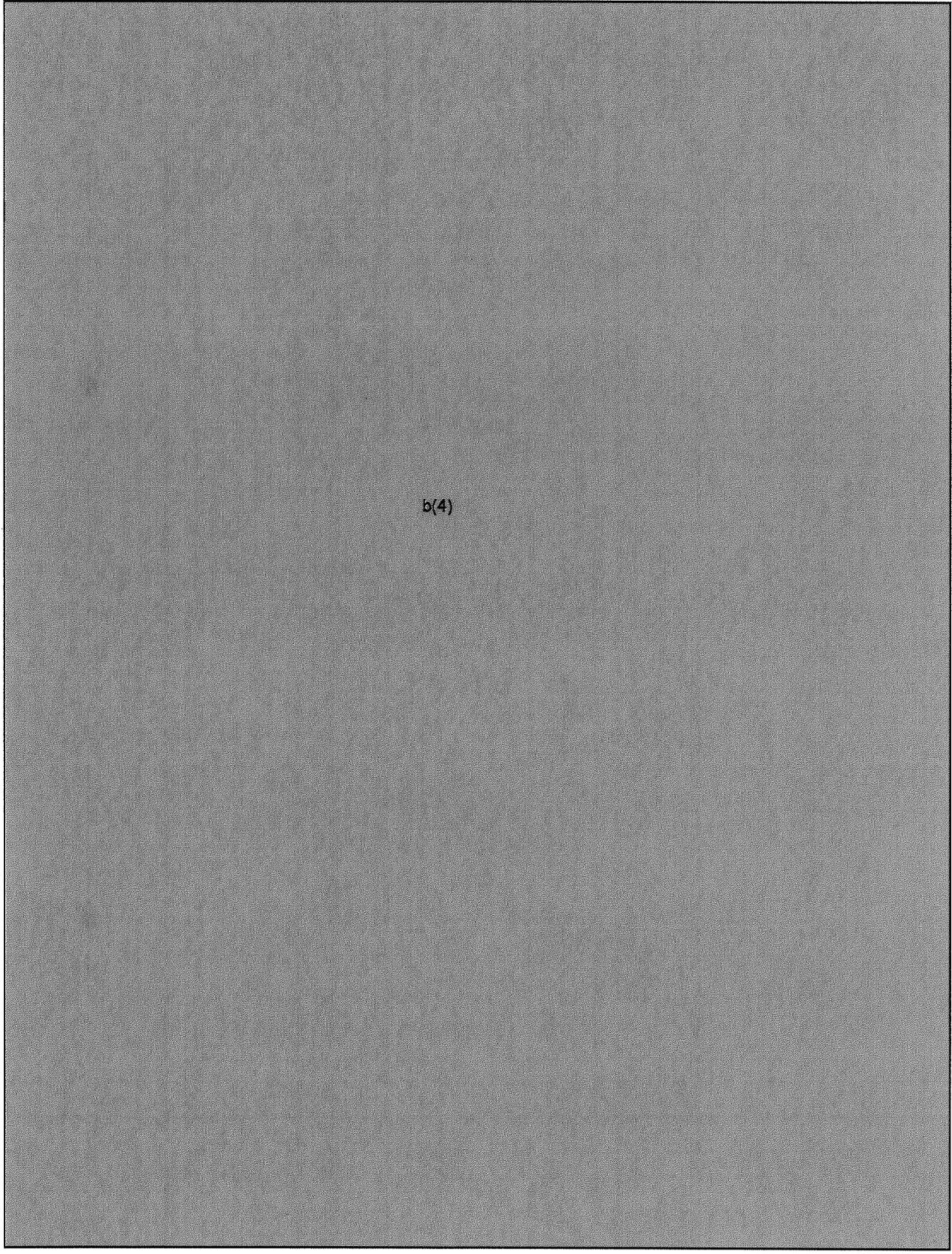
B.4 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above.

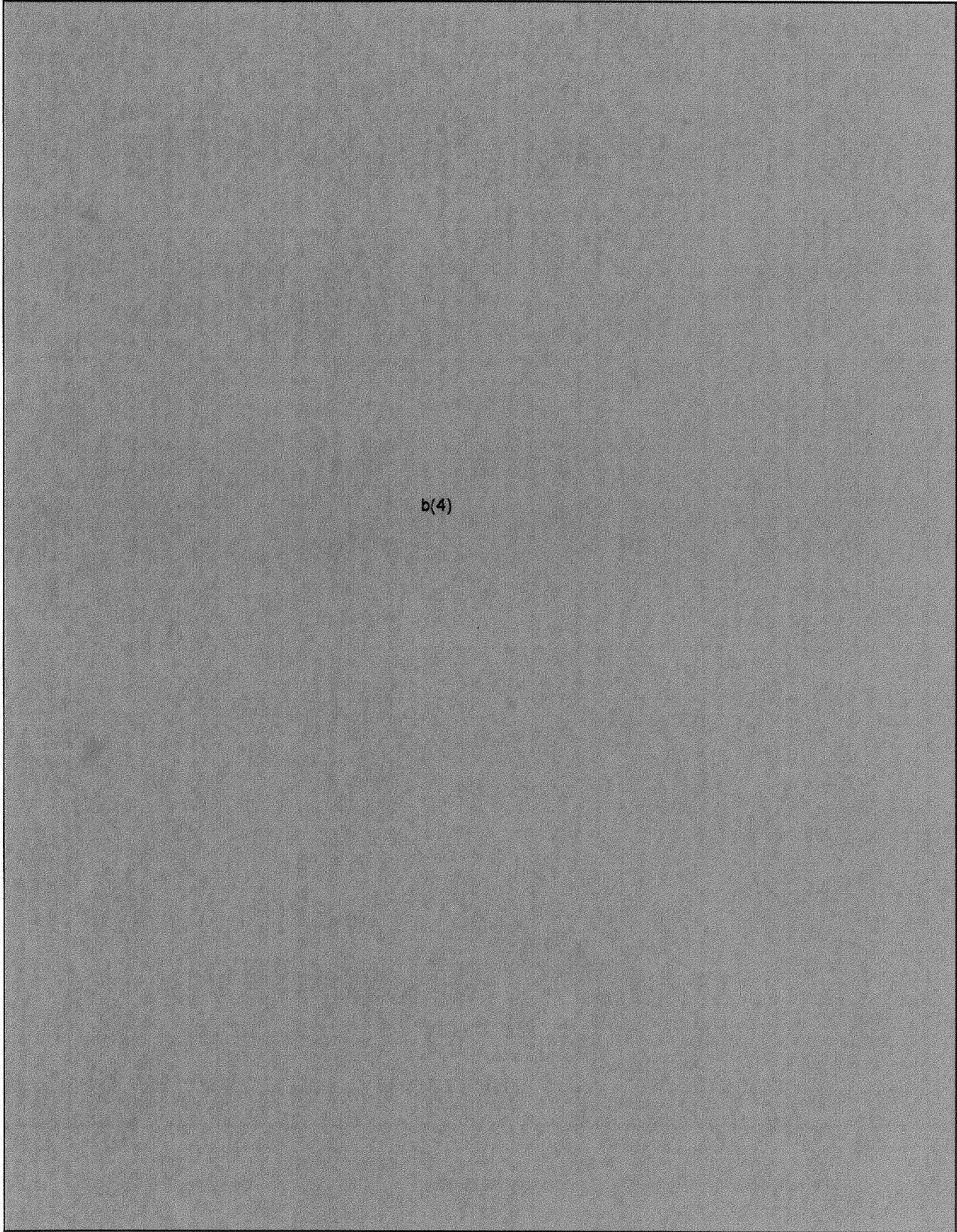
B.5 PRICING OF TASK ORDERS

All task orders issued under this contract shall be priced in accordance with the provisions contained in this section (Section B). Under this contract, the Contractor shall perform all services in accordance with task orders, which will be based upon the actual Census Bureau's communications requirements for the 2010 census and the approved National Communications Plan.

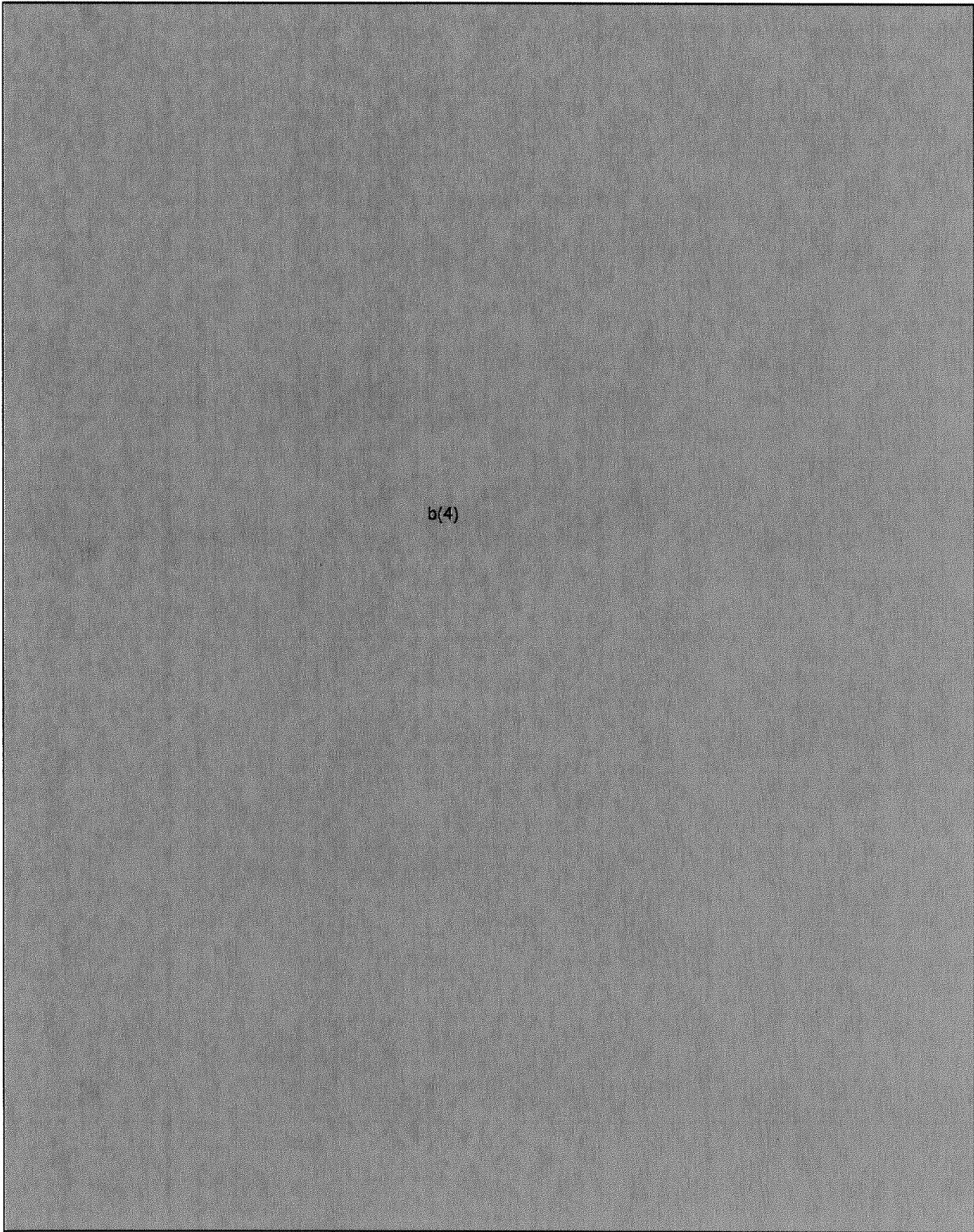
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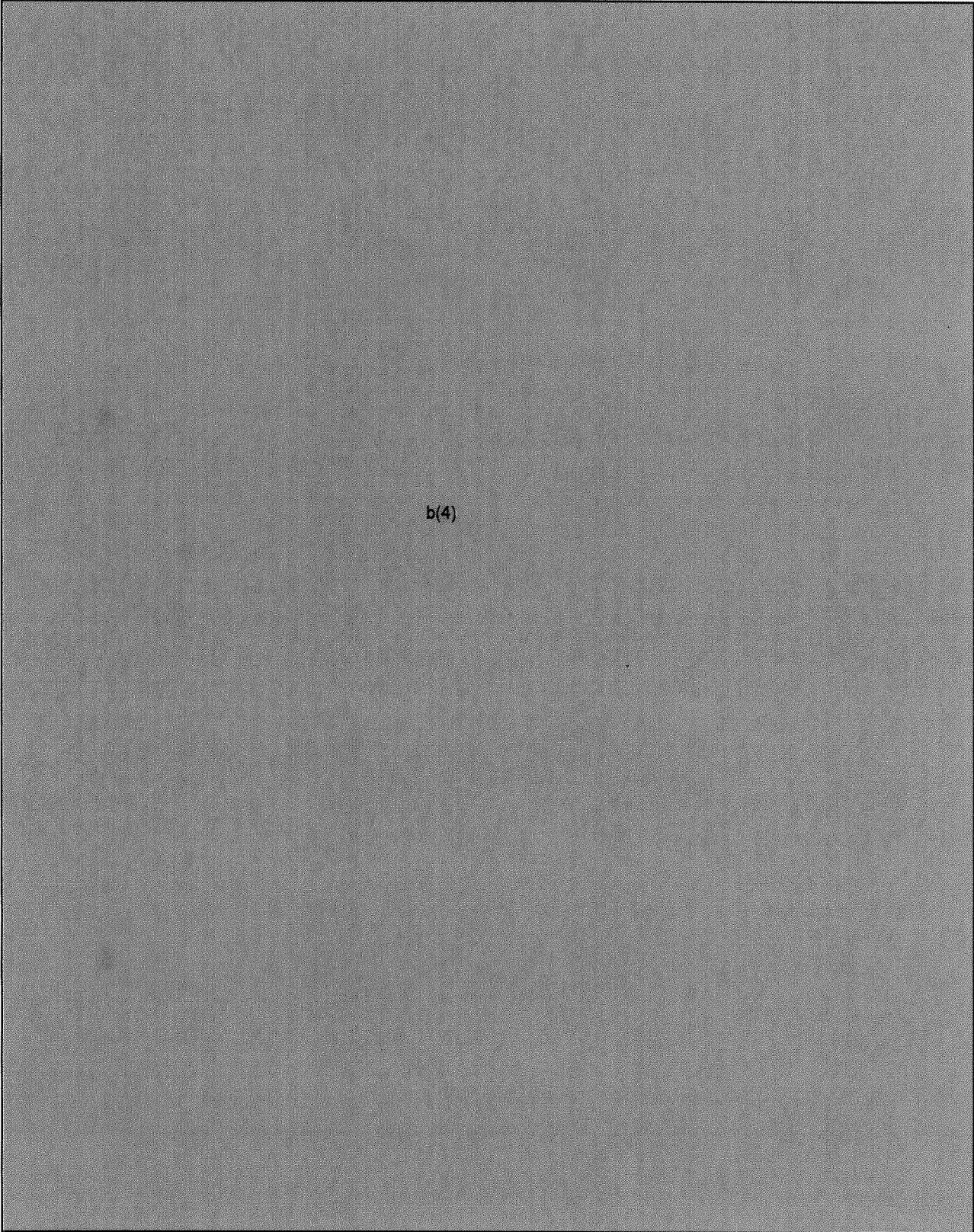
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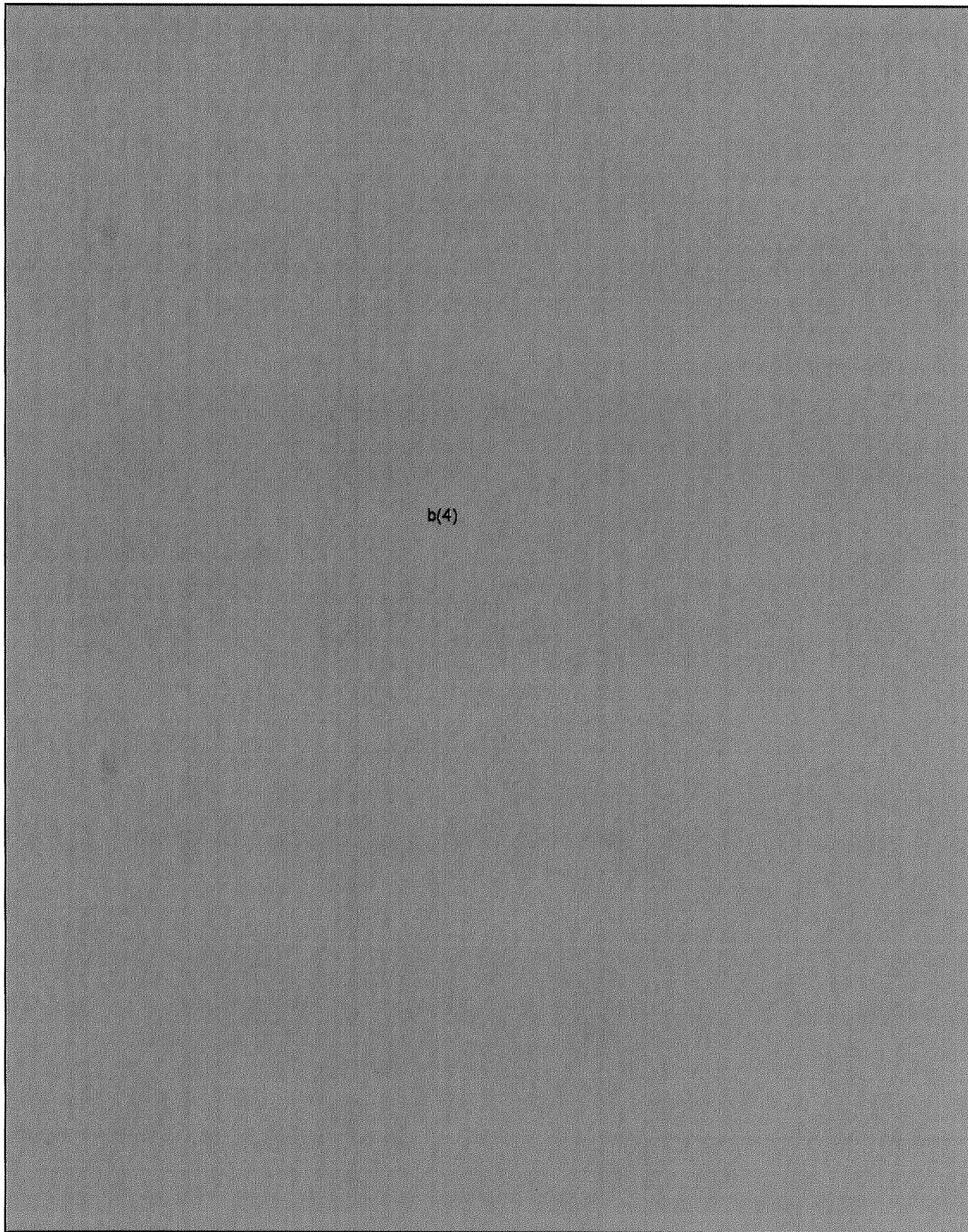
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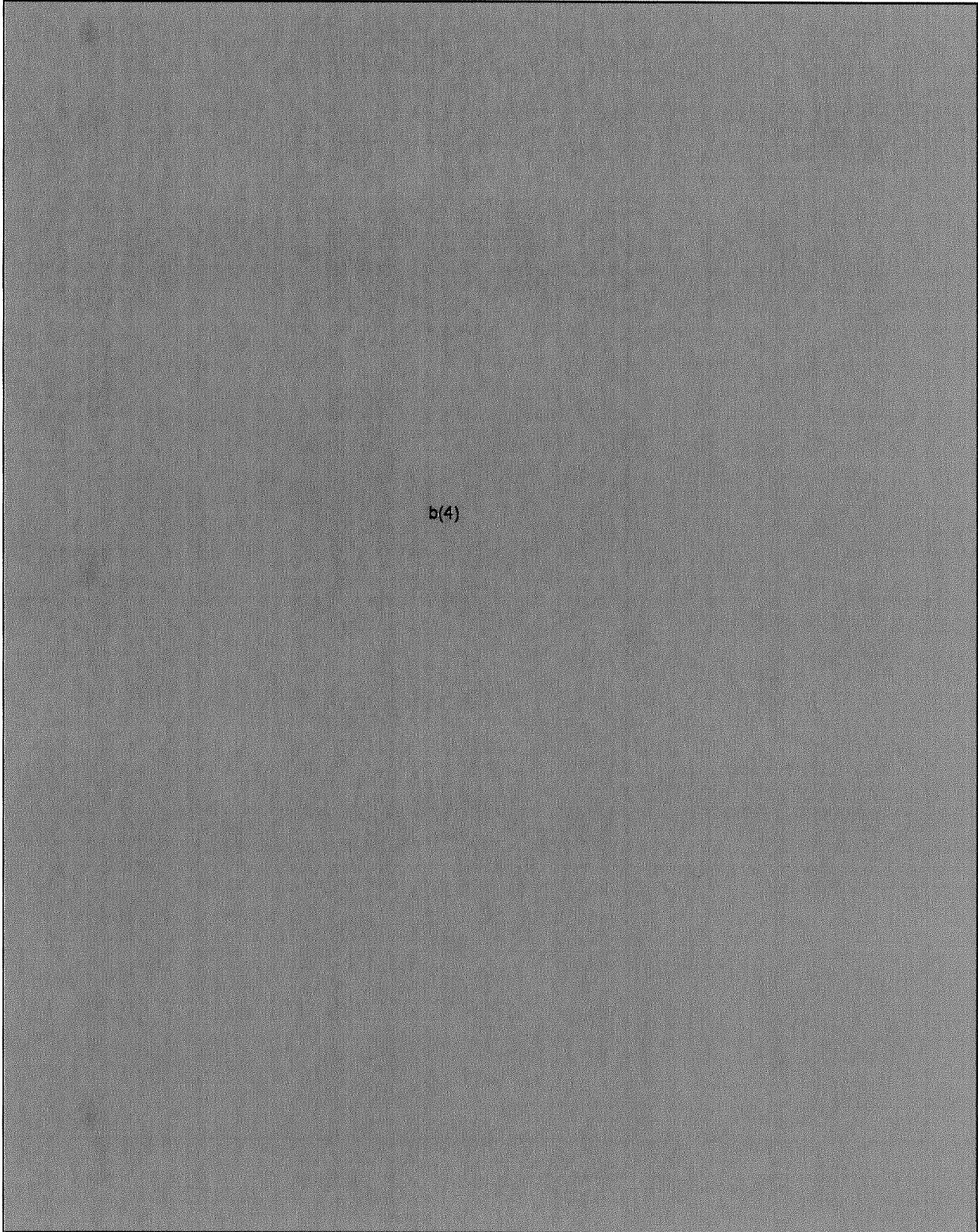
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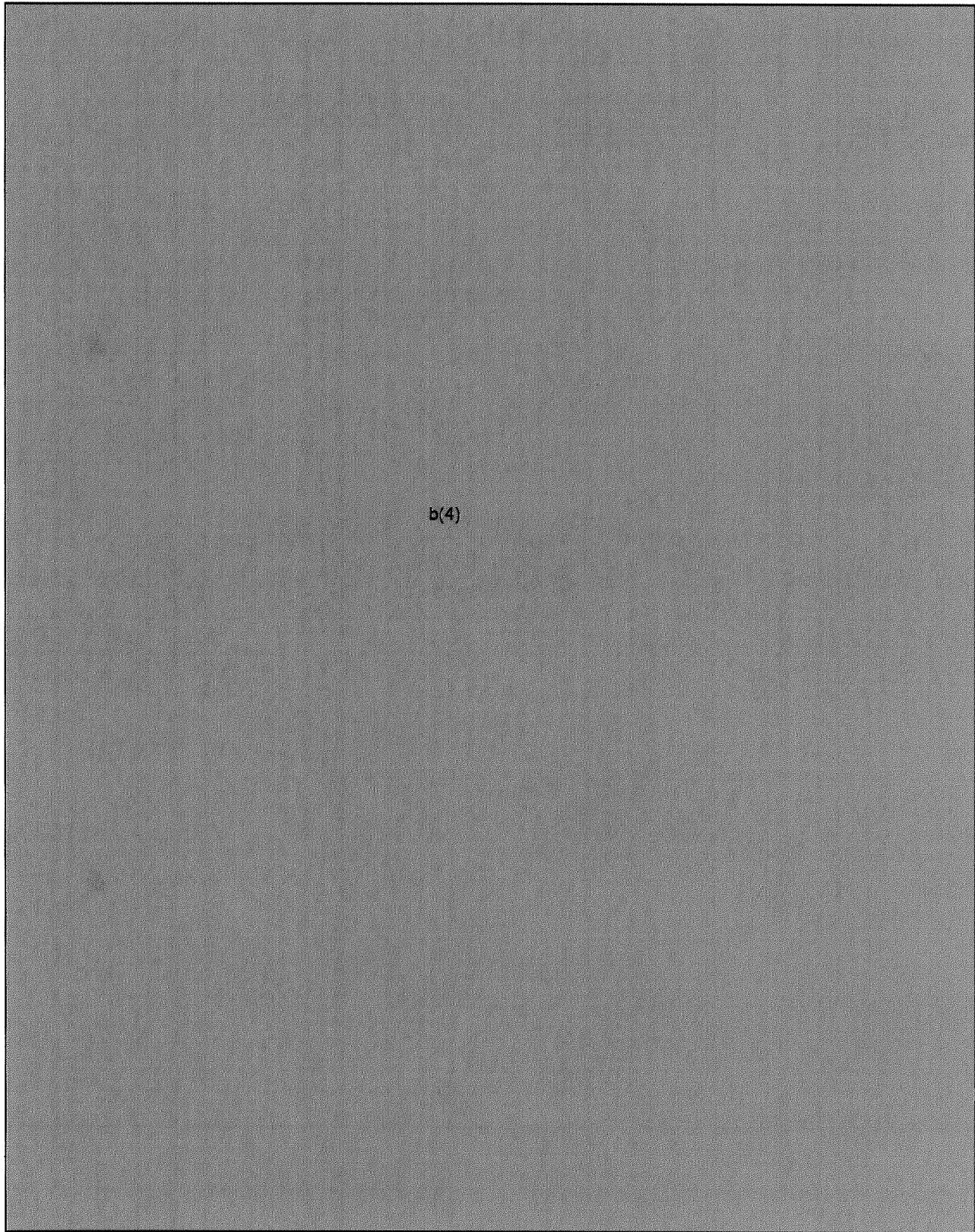
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b(4)



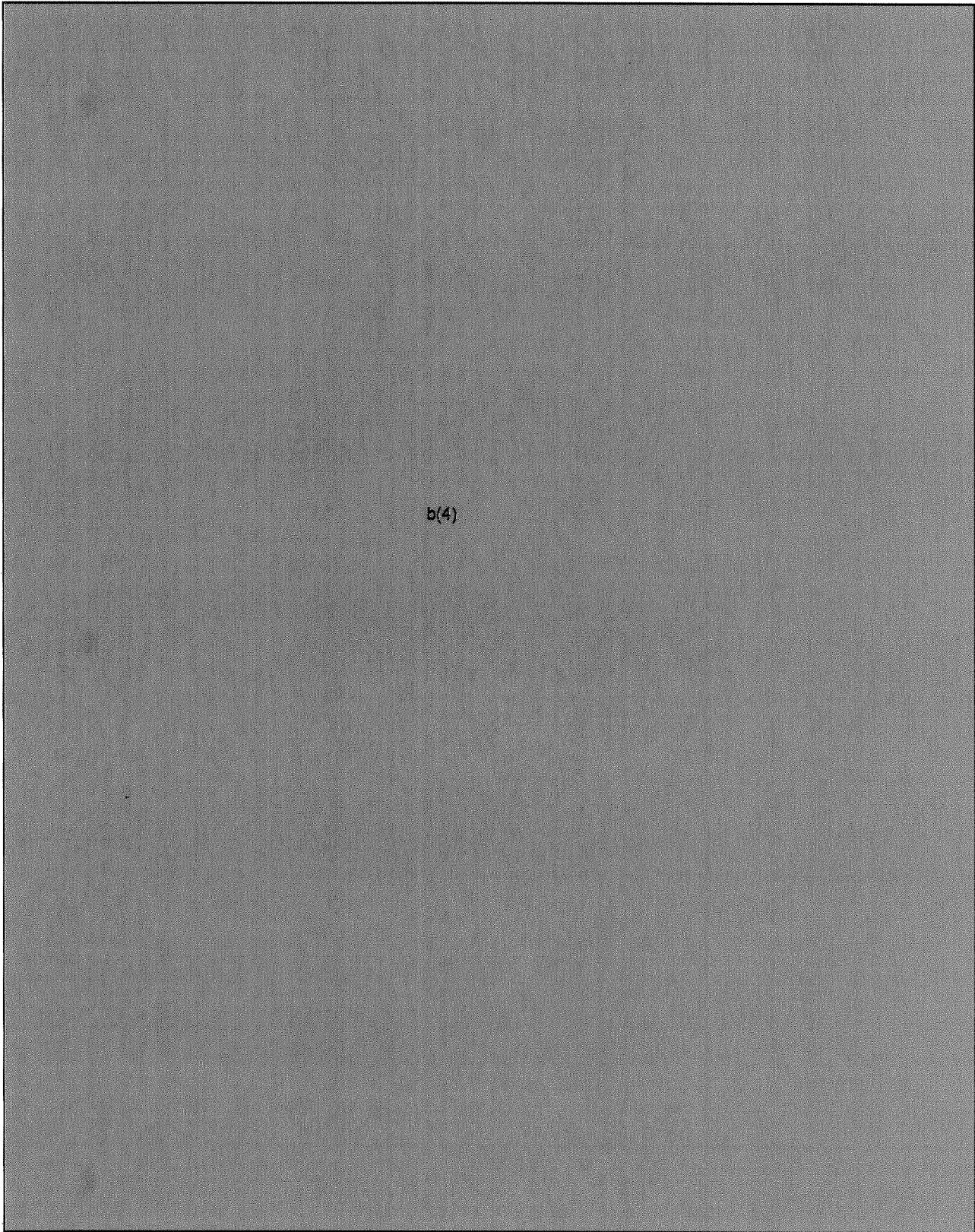
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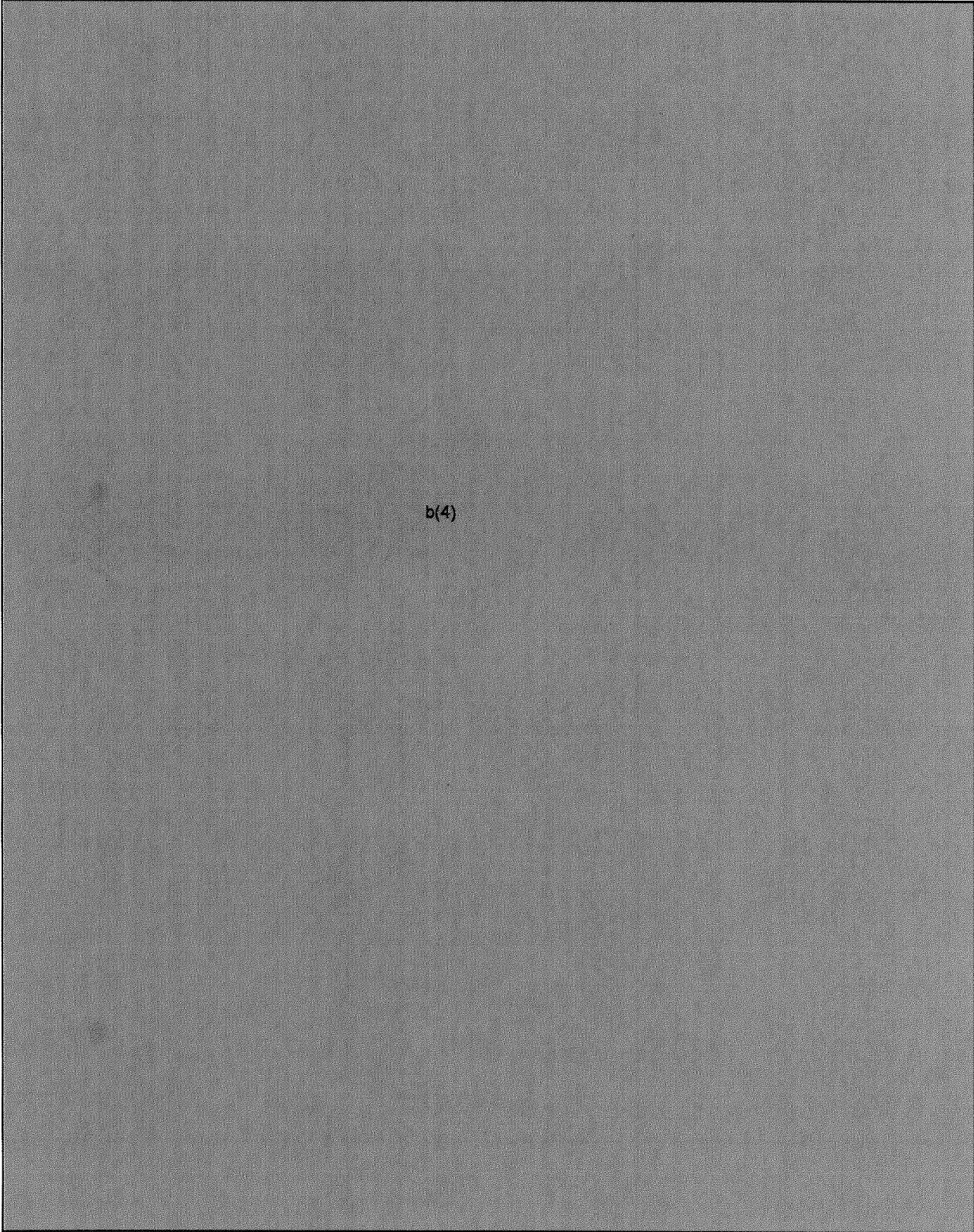
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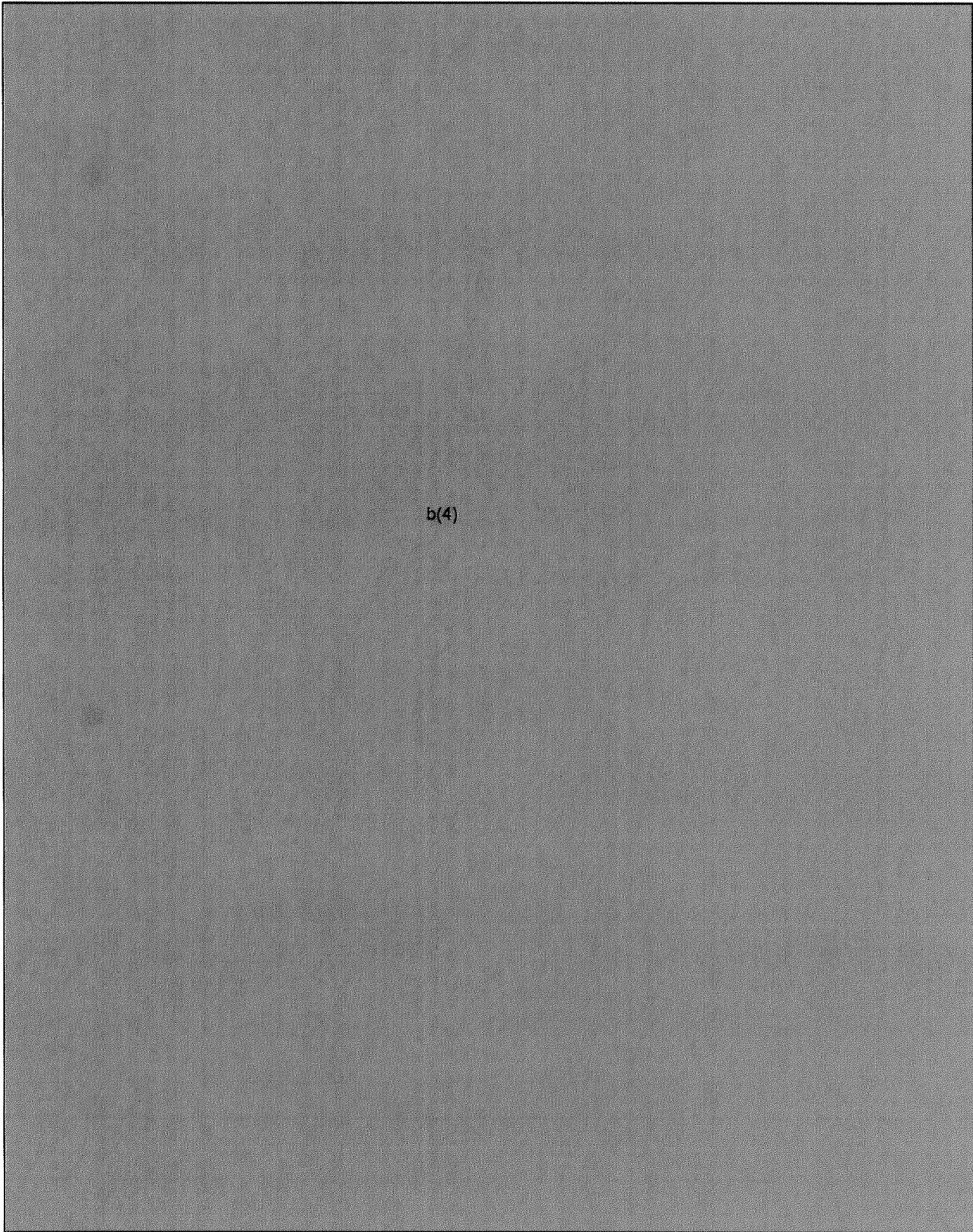
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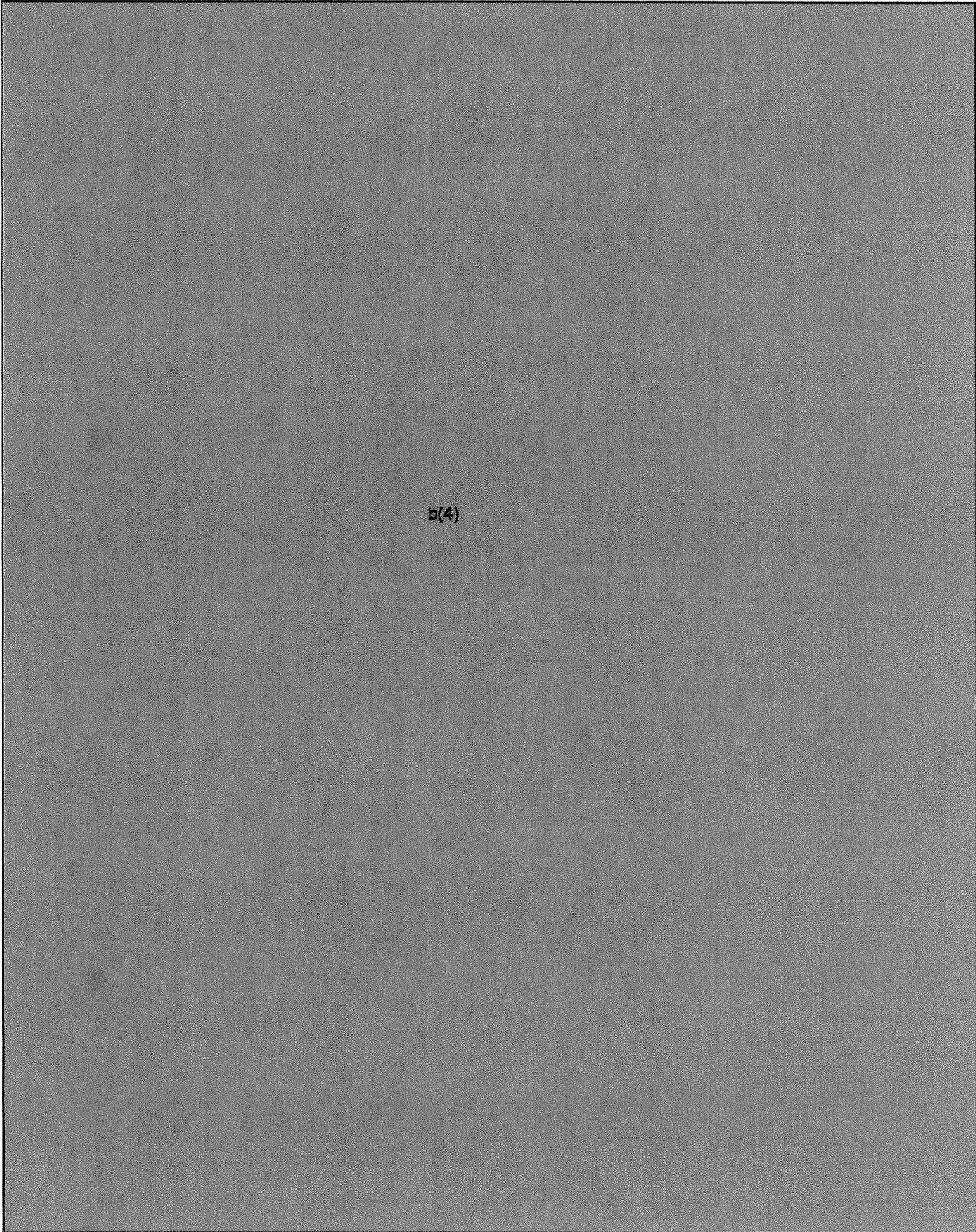
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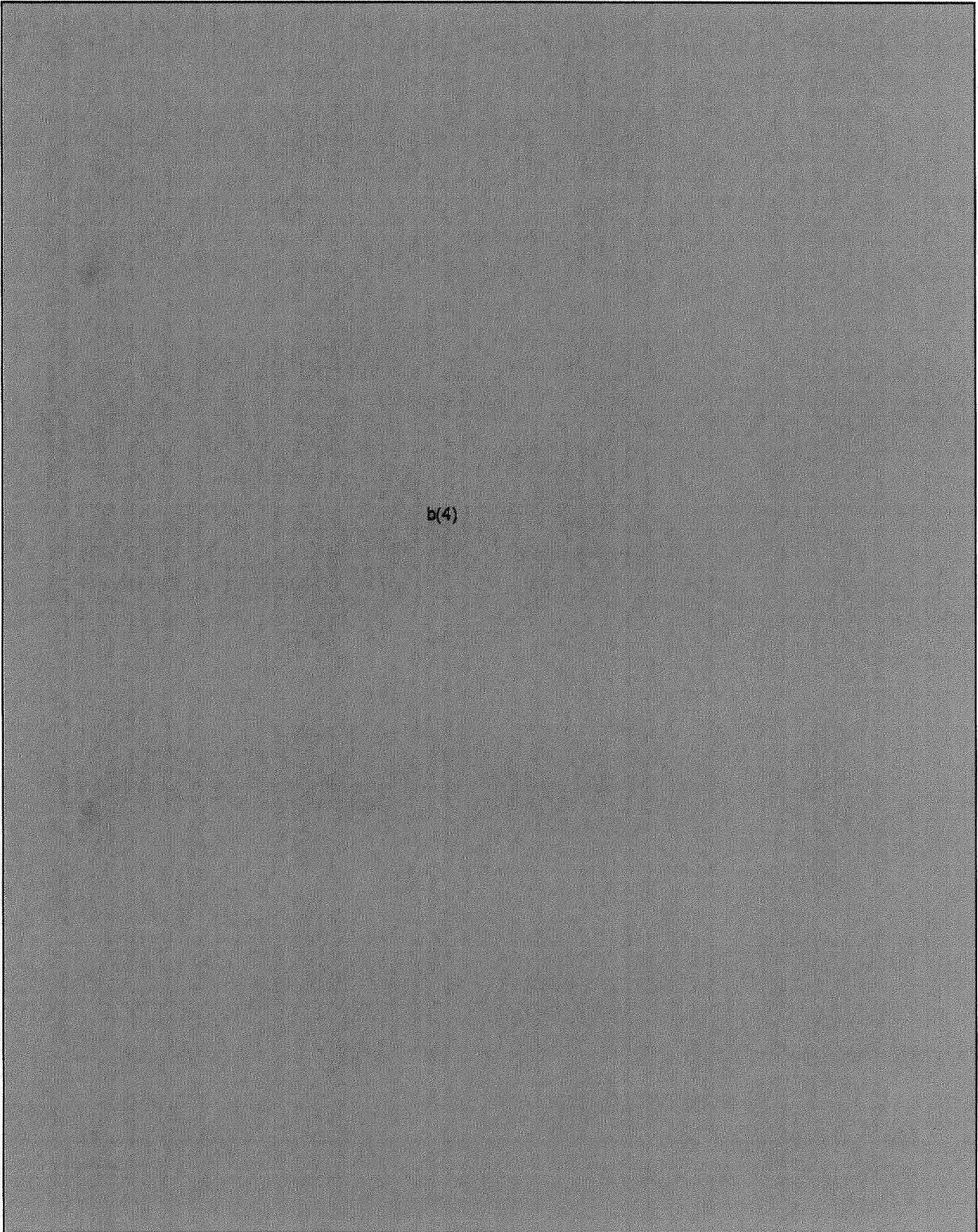
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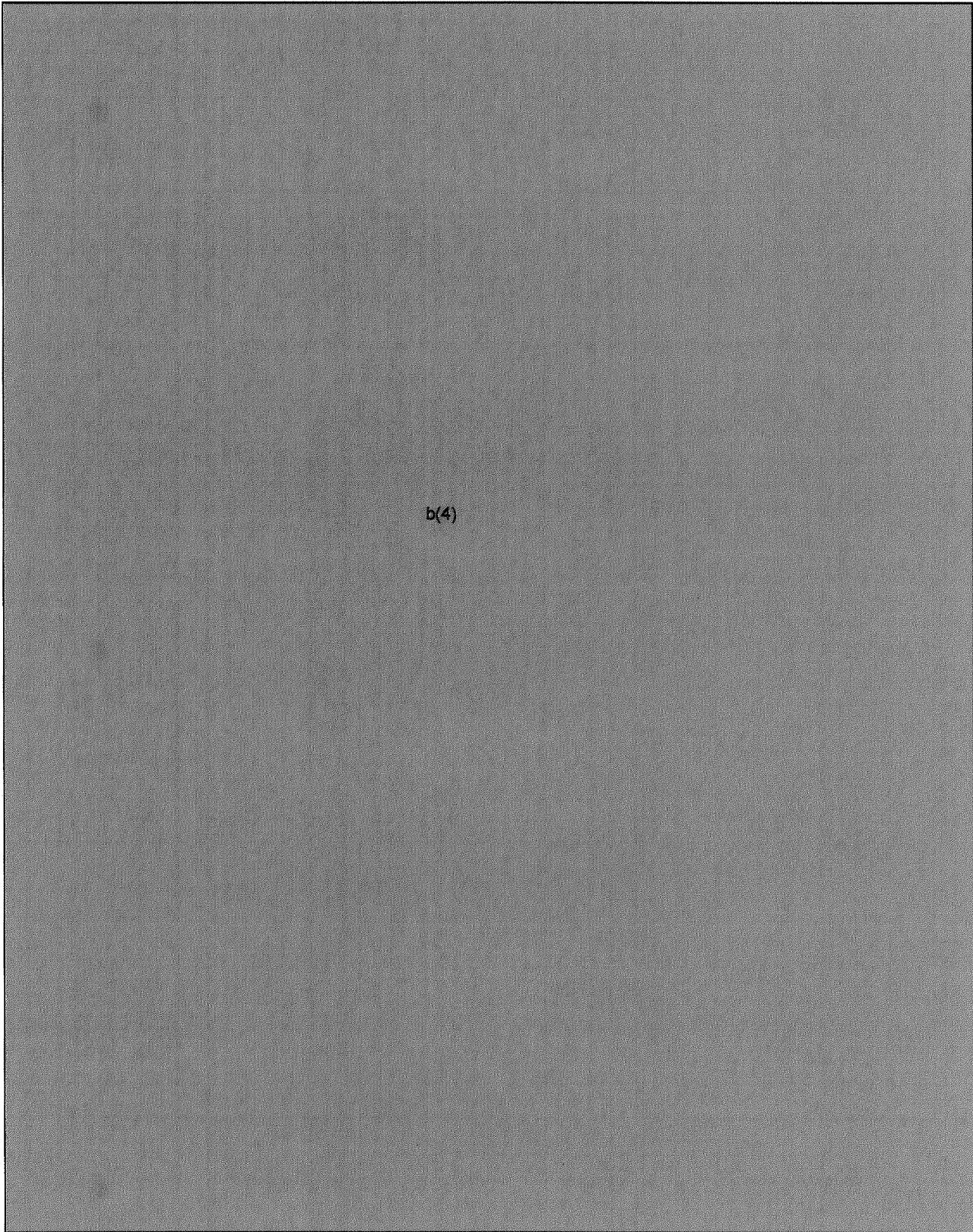
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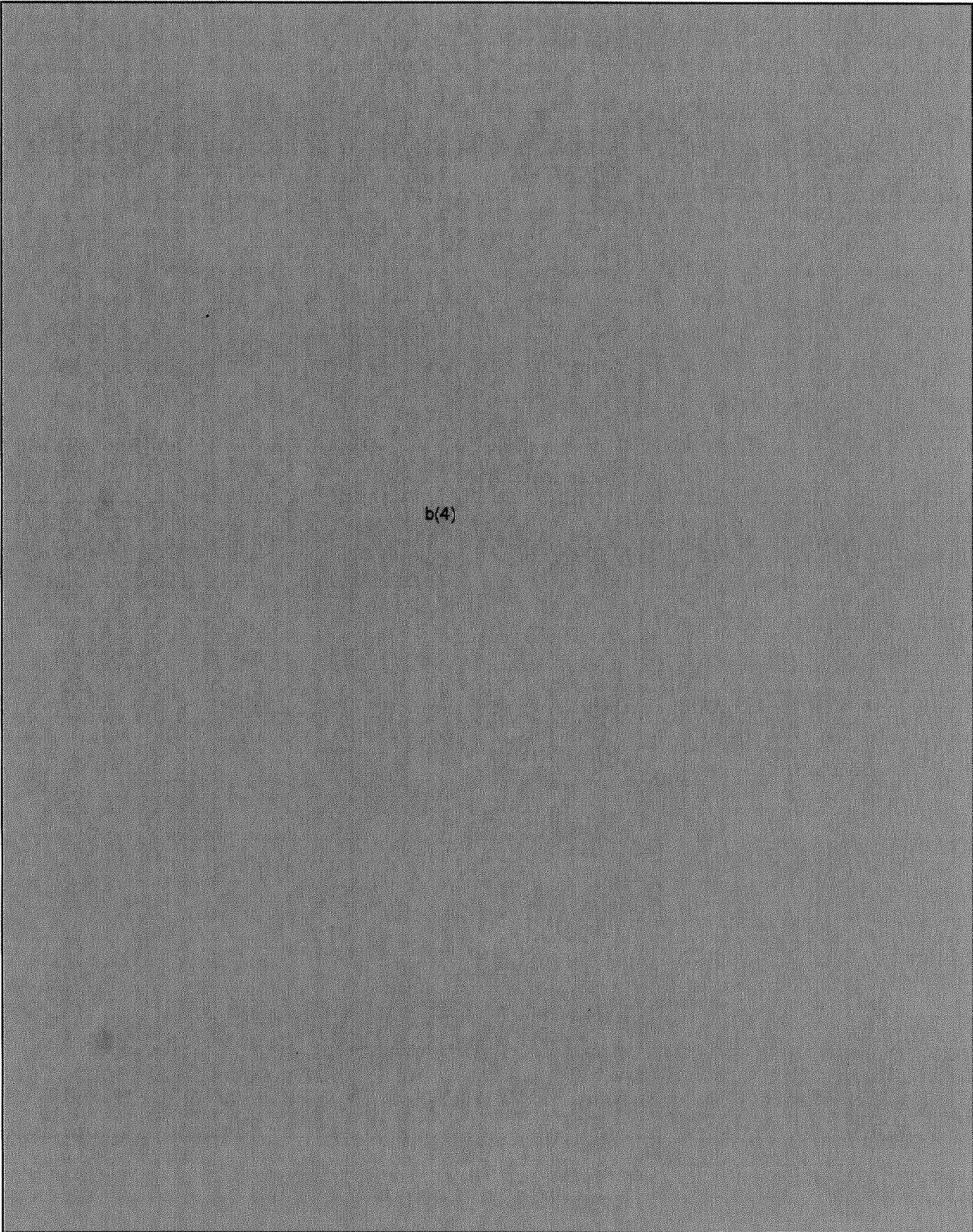
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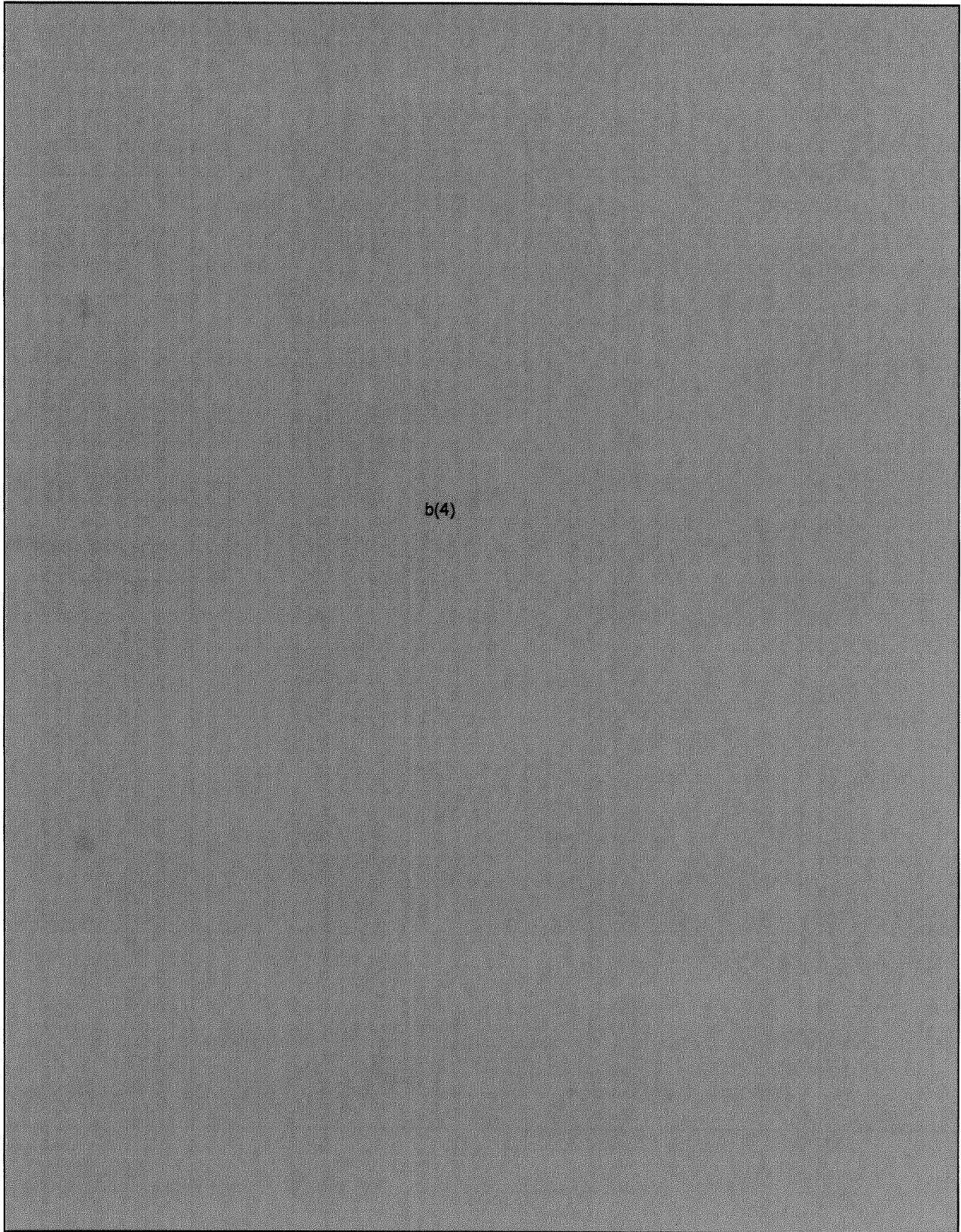
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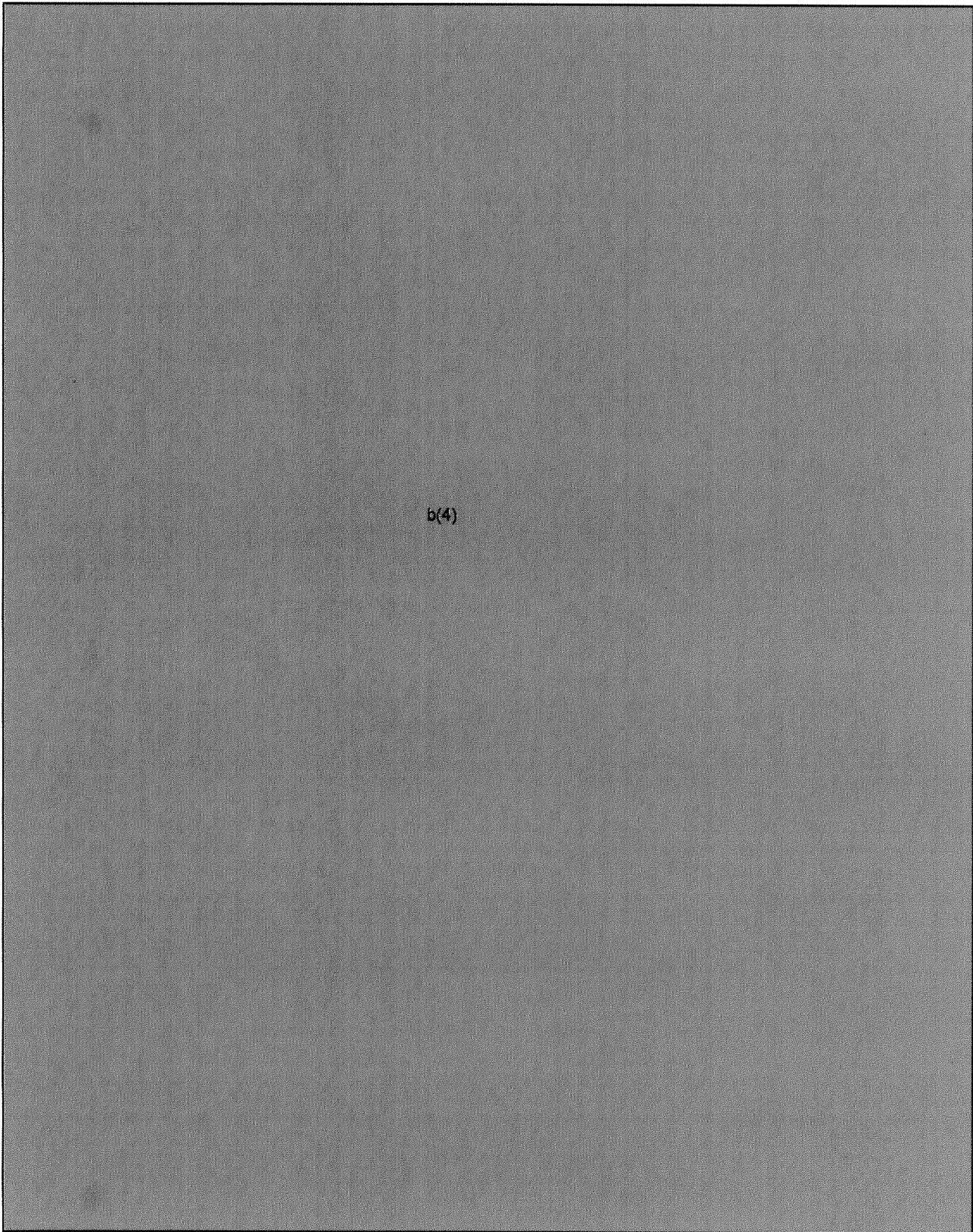
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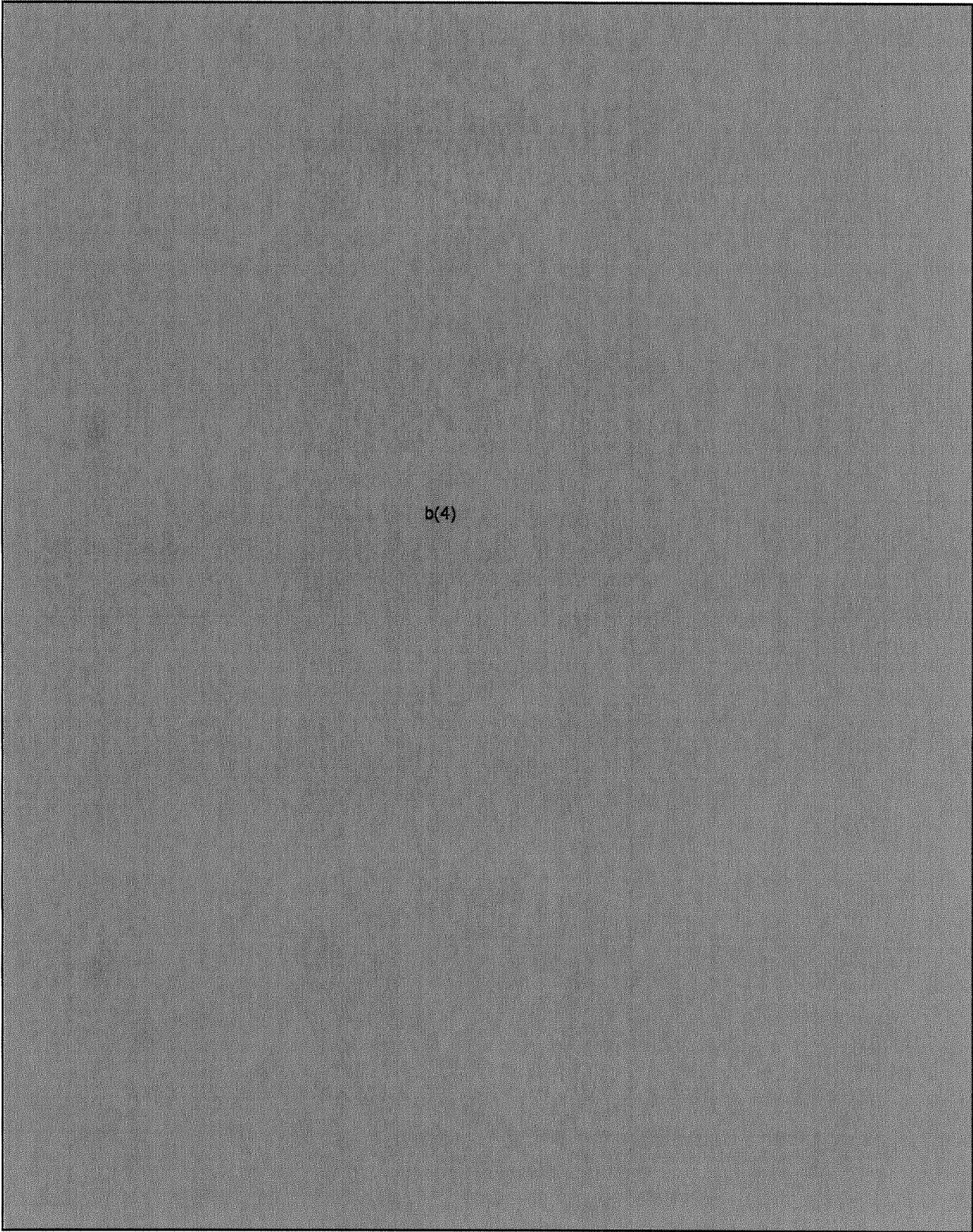
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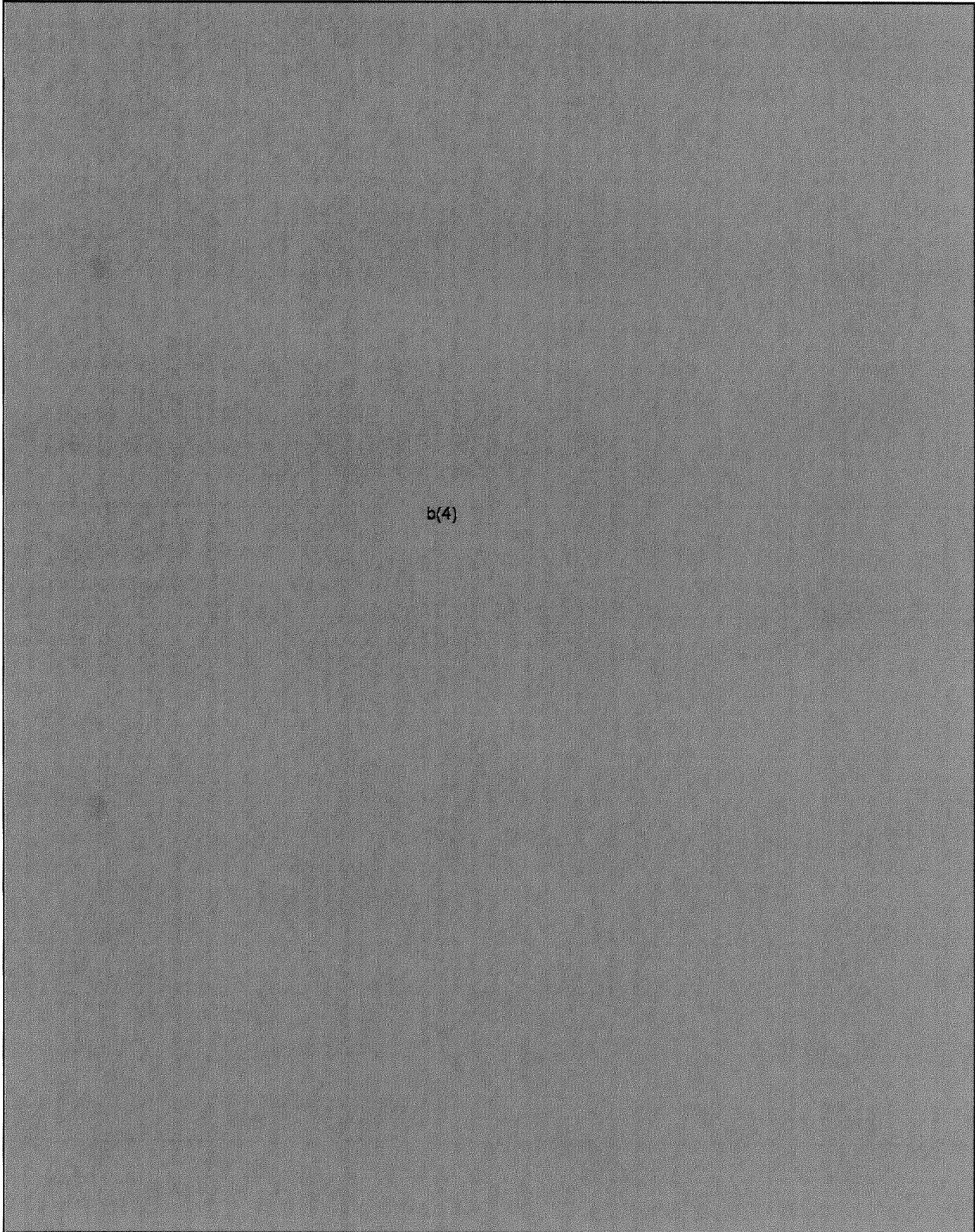
b(4)



b(4)



b(4)



b(4)

2. Amendment/Modification No. M005 3. Effective Date Oct 1, 2008 4. Requisition/Purchase Req. No. 5. Project No. (if applicable)

6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824 Code COACQSU 7. Administered By (If other than Item 6) SEE BLOCK 6 Code

8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900 Vendor ID: 00002729 DUNS: CAGE: 3U1E3 b(4) (X) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. YA1323-07-CQ-0004 10B. Date (See Item 13) Sep 19, 2007

Code Facility Code 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required) 040753107120008704041000311040006000000025200 \$ US 0.00

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

(x) A. This change order is issued pursuant to: (Specify authority). The changes set forth in item 14 are made in the Contract Order No. in item 10A. X FAR 52.217-9, Option to extend the term of the contract (Mar 2000) B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b) C. This supplemental agreement is entered into pursuant to authority of: D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 03 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to exercise Option I to the contract, with a performance period from October 1, 2008 through September 30, 2009. The following section of the contract is modified accordingly:

- Section F.2 - Period of Performance (see page 2)

All other terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) JEFF TARAKAJIAN, EVP Census 2010 Team Leader - DFCB 16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contract Specialist william.h.russell@census.gov 15B. Contractor/Officer (Signature of person authorized to sign) 15C. Date Signed 9.15.08 16B. United States of America (Signature of Contracting Officer) 16C. Date Signed Sep 8, 2008

SECTION F – DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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	AUG 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	AUG 1984

F.2 PERIOD OF PERFORMANCE (MARCH 2000)

(a) The base period of performance of this contract is from date of award through September 30, 2008. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Exercised by:</u>
Option I	October 1, 2008	September 30, 2009	M-005, 09/08/2008
Option II	October 1, 2009	September 30, 2010	
Option III	October 1, 2010	September 30, 2011	

F.3 DELIVERABLES

In performing the services and providing the support described in the Statement of Work, the Contractor shall provide deliverables as described within this document and within individual task orders.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Page of Pages
1 2

2. Amendment/Modification No. M006 3. Effective Date Sep 19, 2008 4. Requisition/Purchase Req. No. 5. Project No. (if applicable)

6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824 Code COACQSU 7. Administered By (If other than Item 6) SEE BLOCK 6 Code

8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900 Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 b(4) (X) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. YA1323-07-CQ-0004 10B. Date (See Item 13) Sep 19, 2007 Code Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required) 0407531071200087040410003110400060000000025200 \$ US 0.00

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

This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A. FAR 52.243-3, Changes - Time and Materials or Labor Hours (Sept-00) B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b) C. This supplemental agreement is entered into pursuant to authority of: D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

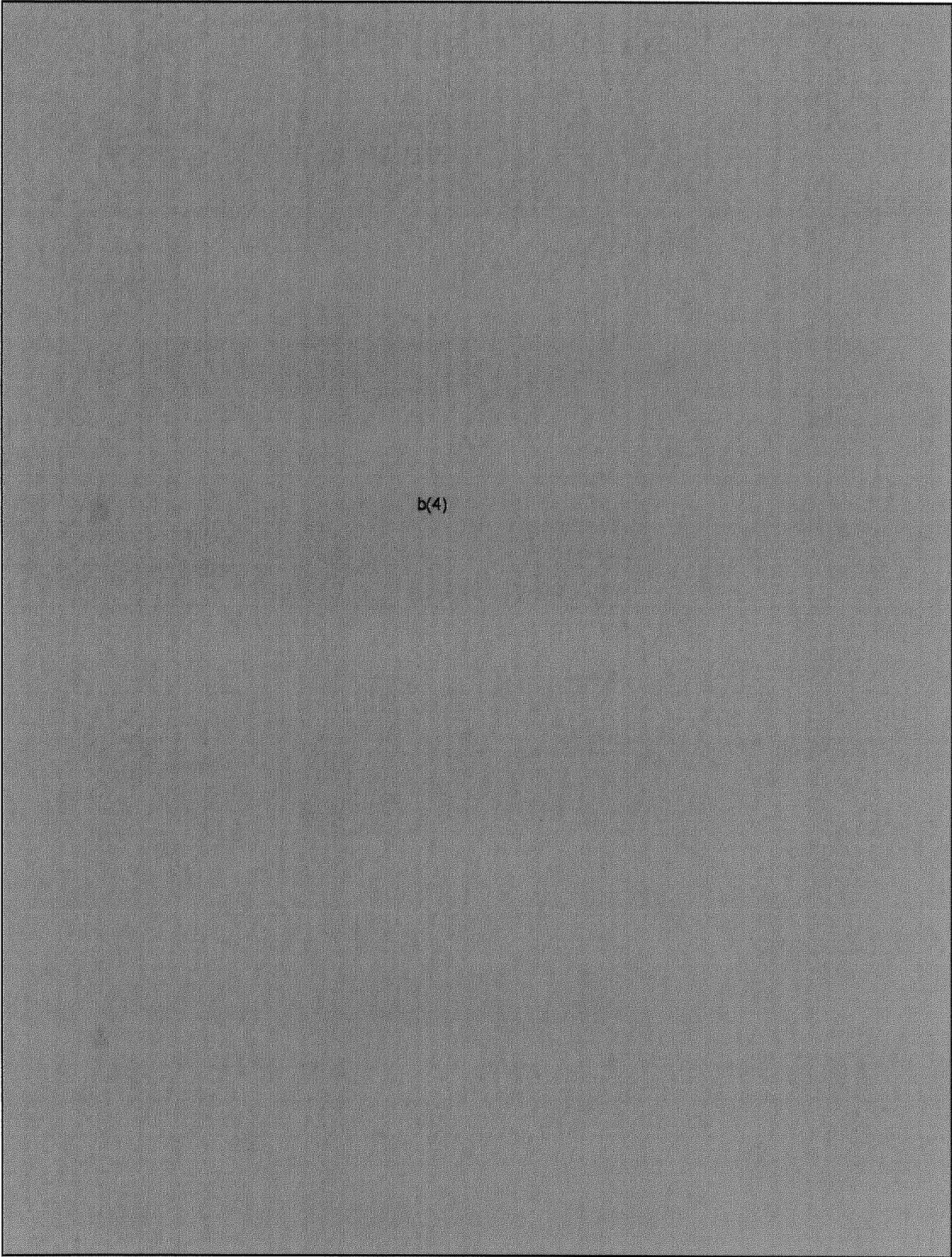
14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to incorporate two labor rates to [REDACTED]

See page 2. All other terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) Jeff Tarakajian, EVP Leader, 2010 Census Team - DFCB 16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contract Specialist william.h.russell@census.gov 15B. Contractor/Officer (Signature of person authorized to sign) 15C. Date Signed 9.25.08 16B. United States of America (Signature of Contracting Officer) 16C. Date Signed Sep 19, 2008



b(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 2
2. Amendment/Modification No. M007	3. Effective Date Oct 1, 2008	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)	
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824		Code COACQSU	7. Administered By (If other than Item 6) SEE BLOCK 6 Code	
8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900			(X)	9A. Amendment of Solicitation No.
Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 b(4)				9B. Date (See Item 11)
			X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004
				10B. Date (See Item 13) Sep 19, 2007
Code	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
 040753107120008704041000311040006000000025200 \$ US 0.00

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

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in Item 10A. FAR 52.243-3, Changes - Time and Materials or Labor Hours (Sept 00)
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

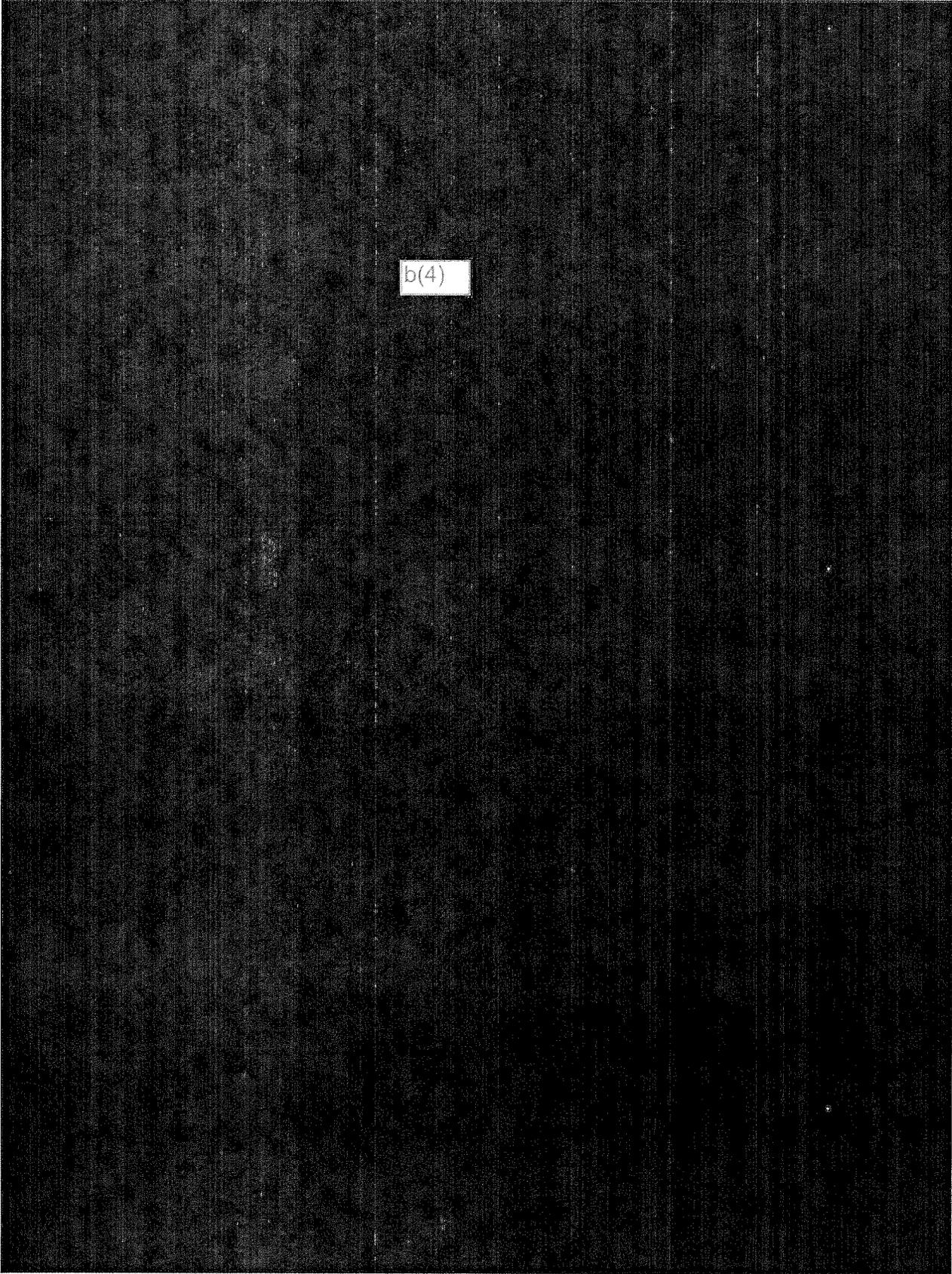
14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA-1323-07-CQ-0004 is hereby modified to update Table B.6.1, DraftFCB Rate Card, to change the labor category and labor rate for [REDACTED]

See page 2. b(4)

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. Name and Title of Signer (Type or Print) Jeff Berckajia EVP Client Svcs.		16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contract Specialist william.h.russell@census.gov	
15B. Contractor/Officer [Signature]		15C. Date Signed 10.17.08	16B. United States of America [Signature]
(Signature of person authorized to sign)			16C. Date Signed Oct 1, 2008



b(4)

2. Amendment/Modification No. M008 3. Effective Date See Block 16C 4. Requisition/Purchase Req. No. _____ 5. Project No. (if applicable) _____

6. Issued By Code COACQSU 7. Administered By (If other than Item 6) Code SEE BLOCK 6
 BUREAU OF CENSUS
 POSITION DIVISION, 3J444
 4600 SILVER HILL ROAD
 WASHINGTON DC 20233
 LIZANETTE VELEZ 301-763-1824

8. Name and Address of Contractor (No., Street, County, and Zip Code) (X) 9A. Amendment of Solicitation No. _____
 TRUE NORTH COMMUNICATIONS INC Vendor ID: 00002729
 D/B/A DRAFTFCB, INC. DUNS: [REDACTED]
 100 WEST 33RD STREET CAGE: 3U1E3 b(4)
 NEW YORK NY 100012900 X 9B. Date (See Item 11) _____
 10A. Modification of Contract/Order No. YA1323-07-CQ-0004
 10B. Date (See Item 13) Sep 19, 2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
 0407531071200087040410003110400060000000025200 \$ US 0.00

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

This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.

X B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
 C. This supplemental agreement is entered into pursuant to authority of:
 D. Other (Specify type of modification and authority)

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

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-004 is hereby modified to:
 [REDACTED] b(4)
 2. Update Section G.1, Contract Management to add Lizannette Velez as Administrative Contracting Officer for the contract.

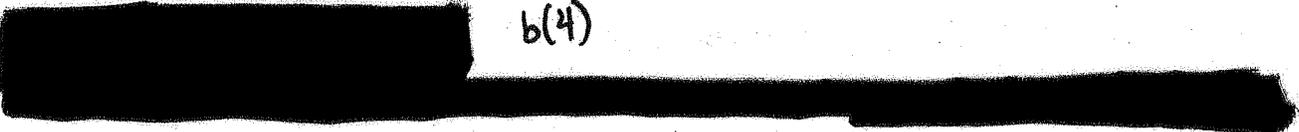
All other terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) 16A. Name and title of Contracting Officer (Type or Print)
 WILLIAM H. RUSSELL 301-763-1804
 Contract Specialist
 william.h.russell@census.gov
 16B. United States of America
 16C. Date Signed OCT 27 2008
 Contractor/Offeror 15C. Date Signed
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION B -- SUPPLIES/SERVICES AND PRICES/COST**B.1 GENERAL**

- (a) This contract shall be a vehicle for the Government to obtain a Contractor to create, produce and implement an integrated marketing and communications campaign in support of the 2010 Decennial Census.
- (b) The Government intends to award an Indefinite Delivery – Indefinite Quantity contract with multiple Firm Fixed Price (FFP), Firm Fixed Price with Incentive (FFP-I), Firm Fixed Price with Award Fee (FFP-AF) and/or Time & Materials (T&M) delivery/task orders.
- (c) Travel required and incurred by the Contractor's personnel outside their assigned work is an acceptable item to be invoiced. This Other Direct Cost (ODC) shall be invoiced in accordance with the Federal Travel Regulations (FTR) and **shall be invoiced only against Task Order No. 2 – Travel**. No travel can be invoiced on individual task orders.



b(4)

B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in Section F.2, the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders under this contract shall not exceed \$300,000,000.00

B.4 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above.

B.5 PRICING OF TASK ORDERS

All task orders issued under this contract shall be priced in accordance with the provisions contained in this section (Section B). Under this contract, the Contractor shall perform all services in accordance with task orders, which will be based upon the actual Census Bureau's communications requirements for the 2010 census and the approved National Communications Plan.

B.6 PRICE TABLES – LABOR CATEGORIES AND RATE CARDS

All tasks orders issued under this contract shall be priced in accordance with the following rates cards:

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 points of contact during performance of the contract.

G.1.1 Contracting Officer / Administrative Contracting Officer

William H. Russell is hereby designated as the Contracting Officer (CO). The CO is located at:

US Census Bureau / Acquisition Division
4600 Silver Hill Rd – Room 3J257
Suitland Maryland, 20746
Phone: 301-763-1804

Lizannette Velez is hereby designated as the Administrative Contracting Officer (ACO). The ACO is located at:

US Census Bureau / Acquisition Division
4600 Silver Hill Rd – Room 3J252B
Suitland Maryland, 20746
Phone: 301-763-1824

G.1.2 Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event 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 in the contract terms and conditions, including price.

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

The Administrative Contracting Officer has the same authority as the Contracting Officer in any contract related action not to exceed \$1,000,000.00.

G.1.3 Contracting Officer's Technical Representative (COTR)

Kendall Johnson is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COTR is located at:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 2

2. Amendment/Modification No. M009 3. Effective Date Oct 16, 2008 4. Requisition/Purchase Req. No. _____ 5. Project No. (If applicable) _____

6. Issued By **DEPARTMENT OF CENSUS
POSITION DIVISION, 3J444
4000 SILVER HILL ROAD
WASHINGTON DC 20233
LIZANETTE VELEZ 301-763-1824** Code COACQSU 7. Administered By (If other than Item 6) SEE BLOCK 6 Code _____

8. Name and Address of Contractor (No., Street, County, and Zip Code) **TRUE NORTH COMMUNICATIONS INC
D/B/A DRAFTFCB, INC.
100 WEST 33RD STREET
NEW YORK NY 100012900** Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 **b(4)** (X) 9A. Amendment of Solicitation No. _____ 9B. Date (See Item 11) _____ X 10A. Modification of Contract/Order No. YA1323-07-CQ-0004 10B. Date (See Item 13) Sep 19, 2007

Code _____ Facility Code _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (If required) 0407531071200087040410003110400060000000025200 \$ US 0.00

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

This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in item 10A. B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b) C. This supplemental agreement is entered into pursuant to authority of: _____ X D. Other (Specify type of modification and authority) Mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

b(4) Contract YA1323-07-CQ-0004 is hereby modified to incorporate [REDACTED] Rate Card, as proposed by the Contractor on October 14, 2008. This rate card is being added as Section B.6.13 of the contract.

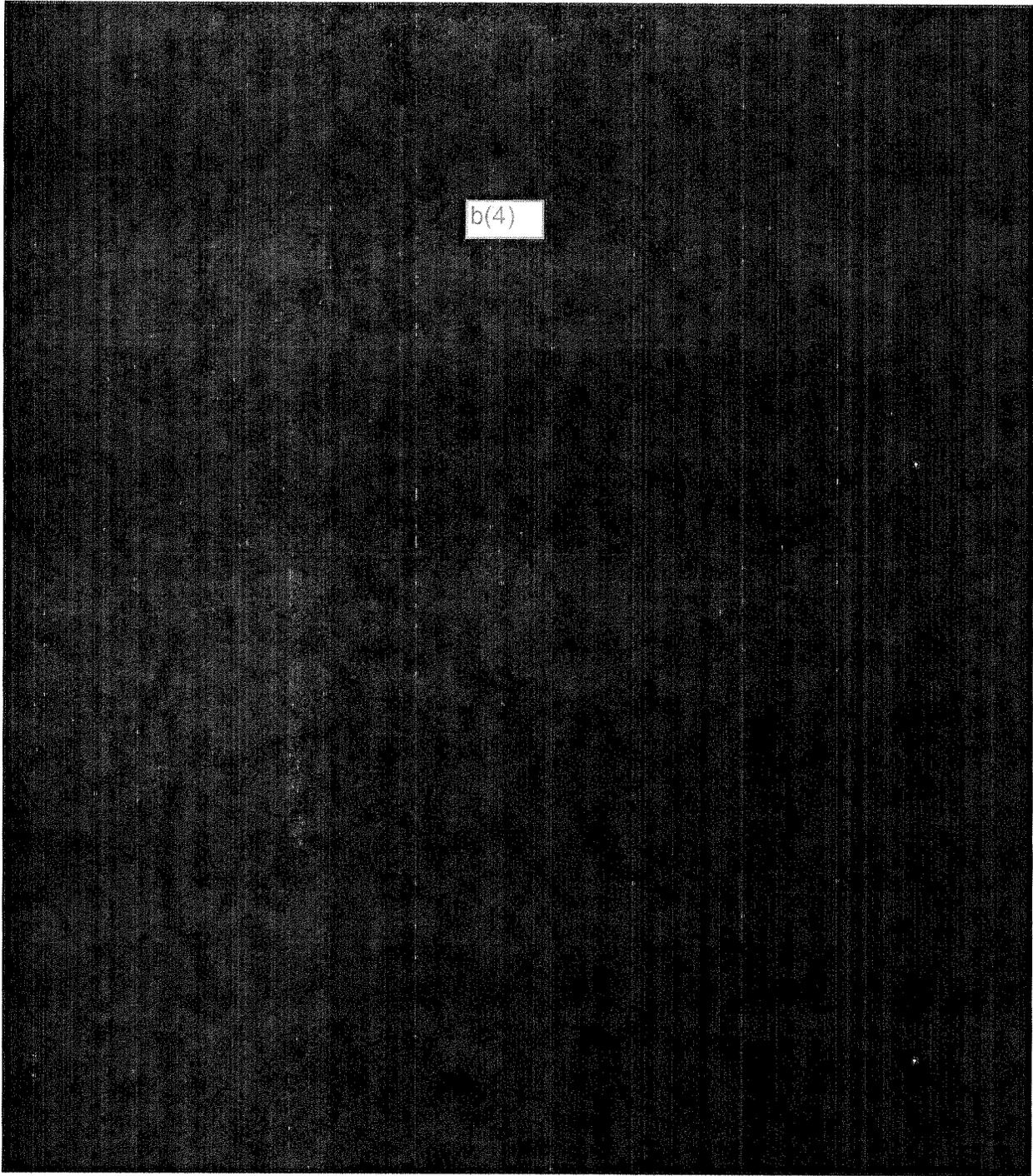
See attached.

All other contract terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) **Jeff Tarakajian, EVP
Team Leader, Draftfcb, Inc** Contractor/Officer **[Signature]** 15C. Date Signed **10/30/08** (Signature of person authorized to sign)

16A. Name and title of Contracting Officer (Type or Print) **WILLIAM H. RUSSELL 301-763-1804
Contract Specialist
william.h.russell@census.gov** 16B. United States of America **[Signature]** 16C. Date Signed **Oct 29, 2008** (Signature of Contracting Officer)



b(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 6
2. Amendment/Modification No. M010	3. Effective Date See Blck 16C	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)	
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824	Code COACQSU	7. Administered By (if other than Item 6) SEE BLOCK 6		Code
8. Name and Address of Contractor (No., Street, County, and Zip Code)			(X)	9A. Amendment of Solicitation No.
TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900				9B. Date (See Item 11)
Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 6(4)			X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004
				10B. Date (See Item 13) Sep 19, 2007
Code	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
 0407531071200087040410003110400060000000025200 \$ US 0.00

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

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in Item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth Item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
X	D. Other (Specify type of modification and authority) Mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to:

1. Add Randy Hart as Administrative Contracting Officer to the contract.
2. Update media and copyright clauses in section H, as defined in the attached pages.

See attached pages.

All other contract terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) <i>Jeff Tarakajian</i> EVP Team Lead	15B. Contractor/Officer	15C. Date Signed 4.10.09	16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contract Specialist william.h.russell@census.gov	16B. United States of America	16C. Date Signed APR 10 2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

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 points of contact during performance of the contract.

G.1.1 Contracting Officer / Administrative Contracting Officer

William H. Russell is hereby designated as the Contracting Officer (CO). The CO is located at:

US Census Bureau / Acquisition Division
4600 Silver Hill Rd – Room 3J257
Suitland Maryland, 20746
Phone: 301-763-1804

Lizannette Velez is hereby designated as the Administrative Contracting Officer (ACO). The ACO is located at:

US Census Bureau / Acquisition Division
4600 Silver Hill Rd – Room 3J252B
Suitland Maryland, 20746
Phone: 301-763-1824

Randy Hart is hereby designated as the Administrative Contracting Officer (ACO). The ACO is located at:

US Census Bureau / Acquisition Division
4600 Silver Hill Rd – Room 3J252A
Suitland Maryland, 20746
Phone: 301-763-2671

G.1.2 Contracting Officer's Authority

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event 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 in the contract terms and conditions, including price.

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

The Administrative Contracting Officer has the same authority as the Contracting Officer in any contract related action not to exceed \$1,000,000.00

or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

- (b) Hold Harmless and Indemnification Agreement. The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
- (c) Government's Right of Recovery. Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property; and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.
- (d) Government Liability. The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to direct negligence on the part of the Government and is recoverable under the Federal Torts claim Act, or pursuant to other Federal Statutory authority.

H.18 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.19 TITLE AND RISK OF LOSS

The title to all materials acquired by the Contractor in the performance of this contract becomes the property of the Government and shall vest in the Government. All materials acquired under this contract shall become the property of the Government. This shall include any patent, trademark, and/or Copyright rights in any materials created by the Contractor in the performance of this contract.

The Contractor shall bear the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of loss, theft or destruction of or damage to any such property before delivery to or an acceptance by the Government.

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 COTR.

- (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.24. The Contractor shall retain no rights to any deliverable under this contract or any other issued hereunder. The Contractor shall assign to the Government any and all copyright interests in all materials developed by the contractor under this contract

H.23 PUBLICATION RIGHTS

- (a) The Contractor shall ~~provide~~ assign to the Government with complete copyrights for any and all copyright interests in all materials developed by the contractor under this contract. These rights shall allow the Government to own and freely use the subject materials at any time, through any method of projection, transmission or distribution, and to license such rights to others.
- (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.24 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.25 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, unless directed by the Government to obtain greater rights, the Contractor shall at minimum 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.

b(4)

H.27 REPRODUCTION MATERIALS

- (a) All end and finished products produced under this contract and any and all copyrights interests in such finished products, to the extent to which they were created in the performance of 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-plate, 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 COTR.
- (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, including any copyright interests in such materials. Photographs, slides, film footage, trims and cuts, excess to the final accepted product, shall be the property of the Government, including any copyright interests in such materials. 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 COTR.

H.28 INSURANCE REQUIREMENTS

- (a) In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the Contractor shall acquire and maintain, during the performance of work under this contract, insurance of at least the kinds and amounts set forth below:
1. Workman's Compensation and Employee's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, a minimum amount of \$100,000 per incident shall be required and maintained.
 2. Automobile General Liability Insurance: A minimum amount of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code	Page 1 of Pages 2
2. Amendment/Modification No. M011	3. Effective Date See Blck 16C	4. Requisition/Purchase Req. No.	5. Project No. (If applicable)		
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 LIZANETTE VELEZ 301-763-1824	Code COACQSU	7. Administered By (If other than Item 6) SEE BLOCK 6		Code	
8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DRAFTFCB, INC. 100 WEST 33RD STREET NEW YORK NY 100012900				(X)	9A. Amendment of Solicitation No.
Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 6(4)					9B. Date (See Item 11)
				X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004
					10B. Date (See Item 13) Sep 19, 2007
Code		Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
0407531071200087040410003110400060000000025200 \$ US 0.00

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

- (x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
X FAR 52.243-1 - Changes - Fixed Price - Alternate II - April 1984
- B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth in item 14, pursuant to the authority of FAR 43.103 (b)
- C. This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority)

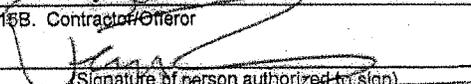
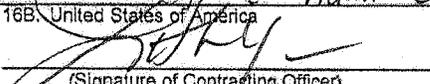
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the Issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to update section C.4.8 to add validation requirements for in-language materials. See page 2.

All other contract terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) JEFF TARAKAJIAN EVP - Team Leader - DRAFTFCB, INC. Jeff.tarakajian@draftfcb.com	16A. Name and title of Contracting Officer (Type or Print) 301-763-1804 Contracting Officer Lizanette Velez, william.h.russell@census.gov Admin Contracting Officer
15B. Contractor/Officer 	16B. United States of America 
15C. Date Signed 5.11.09	16C. Date Signed 5/11/09

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (REV. 10-83)

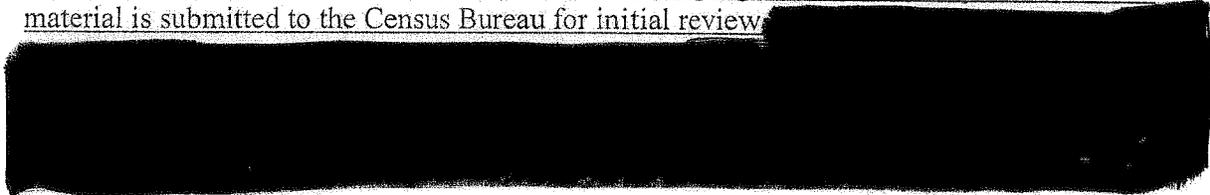
PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

C.4.8 In-Language Materials

The Contractor must be able to create materials in-language for appropriate advertising and communications materials. The Contractor shall recommend appropriate languages for the campaign. Languages may include, but are not be limited to: Spanish, Spanish for Puerto Rico, Mandarin, Cantonese, Tagalog/Taglish, Vietnamese, Korean, Japanese, Khmer, Hindi/Hinglish, Hmong, Laotian, Thai, Bengali, Urdu, Arabic, Russian, Polish and French Creole. The Contractor and the Census Bureau would determine which materials would be developed in-languages, and for which languages.

The Contractor shall validate the quality of each in-language material developed before such material is submitted to the Census Bureau for initial review.



b(4)

In addition, the Contractor should be prepared to work with the Census Bureau on the review of all non-English materials. ~~This review process is still being defined and will be shared with the Contractor after award.~~

C.5 GOALS AND MEASURING PERFORMANCE

C.5.1 Goals

The Census Bureau in 2010 will make every effort to improve the accuracy of census coverage by enumerating each household and person. The Contractor shall devise an overall communications strategy to support the following objectives:

- Increase mail response
- Improve cooperation with enumerators
- Improve overall accuracy and reduce the differential undercount

The communications campaign must include effective strategies and tactics to raise awareness, change attitudes, and influence behavior.

C.5.2 Measuring Performance

The Census Bureau seeks a complete, accurate and efficient decennial census in 2010. Objectives that help meet this goal include (1) increasing mail response, (2) improving cooperation with enumerators, and (3) improving overall accuracy and reducing the differential undercount. Effective communications contribute to the achievement of these objectives, but a direct link may be impossible to measure given the many other contributing factors on which those objectives are based, as well as the operational realities of a once-a-decade, nationwide census.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 7
2. Amendment/Modification No. M012	3. Effective Date See block 16C	4. Requisition/Purchase Req. No.	5. Project No. (if applicable)	
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 Cory Rebecca Karcesky 301-763-6217	Code COACQSU	7. Administered By (if other than Item 6) SEE BLOCK 6		Code
8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS INC D/B/A DraftFCB INC. 100 WEST 33RD STREET NEW YORK NY 100012900		Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 b(4)	(X) 9A. Amendment of Solicitation No.	9B. Date (See Item 11)
Code	Facility Code	X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004	10B. Date (See Item 13) Sep 19, 2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
See Schedule \$ US 0.00

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

(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A. FAR 52.243-1 Changes - Fixed Price - Alternate II- April 1984
X	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to update Section I to add contract clauses applicable to task orders issued under the American Recovery And Reinvestment Act (ARRA) of 2009.

All other contract terms and conditions remain unchanged. See attached pages.

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

15A. Name and Title of Signer (Type or Print) Peter D DeNunzio, President	16A. Name and title of Contracting Officer (Type or Print) 301-763-1824 Admin. Contracting Officer Lizannette Velez
15B. Contractor/Officer (Signature of person authorized to sign)	15C. Date Signed 5/28/09
16B. United States of America (Signature of Contracting Officer)	16C. Date Signed 5/28/09

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

20-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION B -- SUPPLIES/SERVICES AND PRICES/COST**B.1 GENERAL**

- (a) This contract shall be a vehicle for the Government to obtain a Contractor to create, produce and implement an integrated marketing and communications campaign in support of the 2010 Decennial Census.
- (b) ~~The Government intends to award an~~ This is an Indefinite Delivery – Indefinite Quantity contract with multiple Firm Fixed Price (FFP), Firm Fixed Price with Incentive (FFP-I), Firm Fixed Price with Award Fee (FFP-AF) and/or Time & Materials (T&M) delivery/task orders.
- (c) Travel required and incurred by the Contractor's personnel outside their assigned work is an acceptable item to be invoiced. This Other Direct Cost (ODC) shall be invoiced in accordance with the Federal Travel Regulations (FTR) and **shall be invoiced only against Task Order No. 2 – Travel**. No travel can be invoiced on individual task orders.

B.2 ESTIMATED BUDGET

The estimated budget for the full cycle of the contract is about \$216,795,713.00.

B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in Section F.2, the Government shall place orders totaling a minimum of \$250,000.00. The amount of all orders under this contract shall not exceed \$300,000,000.00

B.4 FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders to the Contractor beyond the minimum amount specified above.

B.5 PRICING OF TASK ORDERS

All task orders issued under this contract shall be priced in accordance with the provisions contained in this section (Section B). Under this contract, the Contractor shall perform all services in accordance with task orders, which will be based upon the actual Census Bureau's communications requirements for the 2010 census and the approved National Communications Plan.

b(4)



b(4)



(End of clause)

I.10 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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**THE FOLLOWING CONTRACT CLAUSES ARE APPLICABLE ONLY TO TASK
ORDERS FUNDED BY THE AMERICAN RECOVERY AND REINVESTMENT ACT
(ARRA) OF 2009**

**I.11 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING
REQUIREMENTS (MAR 2009)**

(a) Definitions. As used in this clause—

“Contract”, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For discussion of various types of contracts, see FAR Part 16.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

- (1) The Government contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall

advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

I.12 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

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

(End of clause)

I.13 52.215-2 AUDIT AND RECORD – NEGOTIATIONS – ALT I (MAR 2009)

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General or Inspector General.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

- (i) Examine any of the Contractor’s or any subcontractor’s records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
- (ii) Interview any officer or employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

- (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.
- (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

[End of Section I]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code	Page 1 of Pages 2
2. Amendment/Modification No. M013	3. Effective Date See Block 16C	4. Requisition/Purchase Req. No.	5. Project No. (If applicable)	
6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 Cory Rebecca Karcesky 301-763-6217		7. Administered By (If other than Item 8) SEE BLOCK 6		Code
8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS, INC. D/B/A DraftFCB INC. 100 WEST 33RD STREET NEW YORK NY 100012900			(X)	9A. Amendment of Solicitation No.
Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 (4)				9B. Date (See Item 11)
			X	10A. Modification of Contract/Order No. YA1323-07-CQ-0004
				10B. Date (See Item 13) Sep 19, 2007
Code	Facility Code			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required)
See Schedule \$ US 0.00

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

- (x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
X FAR 52.217-9, Option to extend the term of the contract (Mar 2000)
- B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.103 (b)
- C. This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to exercise Option Period II to the contract, with a period of performance from October 1, 2009 through September 30, 2010. The following section of the contract is modified accordingly:

- Section F.2 - Period of Performance (see page 2)

All other terms and conditions remain unchanged.

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

15A. Name and Title of Signer (Type or Print) Jeff Tarakajian Evp Team Leader		16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contracting Officer william.h.russell@census.gov	
15B. Contractor/Officer (Signature of person authorized to sign)	15C. Date Signed 6/11/09	16B. United States of America (Signature of Contracting Officer)	16C. Date Signed JUN 11 2009

SECTION F – DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of clause)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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	AUG 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	AUG 1984

F.2 PERIOD OF PERFORMANCE (MARCH 2000)

(a) The base period of performance of this contract is from date of award through September 30, 2008. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Exercised by:</u>
Option I	October 1, 2008	September 30, 2009	M-005, 09/08/2008
Option II	October 1, 2009	September 30, 2010	<u>M-013, 06/11/2009</u>
Option III	October 1, 2010	September 30, 2011	

F.3 DELIVERABLES

In performing the services and providing the support described in the Statement of Work, the Contractor shall provide deliverables as described within this document and within individual task orders.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Page of Pages
1 2

2. Amendment/Modification No. M014 3. Effective Date 4. Requisition/Purchase Req. No. 5. Project No. (if applicable)

6. Issued By BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 Cory Rebecca Karcesky 301-763-6217 Code COACQSU 7. Administered By (if other than Item 6) SEE BLOCK 6 Code

8. Name and Address of Contractor (No., Street, County, and Zip Code) TRUE NORTH COMMUNICATIONS, INC. D/B/A DraftFCB INC. 100 WEST 33RD STREET NEW YORK NY 100012900 Vendor ID: 00002729 DUNS: [REDACTED] CAGE: 3U1E3 b(4) (X) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) X 10A. Modification of Contract/Order No. YA1323-07-CQ-0004 10B. Date (See Item 13) Sep 19, 2007 Code Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required) See Schedule \$ US 0.00

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

(x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
X B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
C. This supplemental agreement is entered into pursuant to authority of:
D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract YA1323-07-CQ-0004 is hereby modified to include two attachments to Section J:

- 1. Add Attachment J.3 - Guidance for Use of Appropriated Funds for Food
- 2. Add Attachment J.4 - Guidance on Sponsorships

All other terms and conditions remain unchanged. Please see attached pages below.

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

15A. Name and Title of Signer (Type or Print) 16A. Name and title of Contracting Officer (Type or Print) WILLIAM H. RUSSELL 301-763-1804 Contracting Officer william.h.russell@census.gov 15B. Contractor/Offeror (Signature of person authorized to sign) 15C. Date Signed 16B. United States of America (Signature of Contracting Officer) 16C. Date Signed

PART III- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

- J.1 DRAFTFCB SMALL BUSINESS SUBCONTRACTING PLAN DATED JULY 2, 2007.
- J.2 DRAFTFCB SMALL BUSINESS PARTICIPATION PLAN, DATED JULY 2, 2007.
- J.3 GUIDANCE FOR USE OF APPROPRIATED FUNDS FOR FOOD
- J.4 GUIDANCE ON SPONSORSHIPS



UNITED STATES DEPARTMENT OF COMMERCE
Office of the General Counsel
Washington, D.C. 20230

APR - 2 2008

TO: All Departmental Chief Financial Officers

FROM: Barbara S. Fredericks *BSF*
Assistant General Counsel
For Administration

SUBJECT: Effective Immediately -- New Legal Guidance Regarding
the Use of Appropriated Funds to Purchase Food for Non-Federal
Attendees at Agency-Sponsored Conferences

Effective immediately, appropriated funds may not be used to purchase food for non-Federal attendees at agency-sponsored conferences. This guidance supersedes the Department of Commerce Policy Regarding the Use of Appropriated Funds for Food at Formal Government Sponsored Conferences, issued on March 6, 2006.

There is a general prohibition against the use of appropriated funds for subsistence (i.e. food) at meetings. 31 U.S.C. Sec. 1345. In 2005, the Comptroller General (CG), in *National Institutes of Health – Food at Government-Sponsored Conferences*, opined that the Government could pay for light refreshments at Government-sponsored conferences because, among other things, “formal conferences” are not “meetings” under 31 U.S.C. Sec. 1345. B-300826 (Mar. 3, 2005). The Department established its food policy, allowing such refreshments, based on criteria set forth in the opinion. However, an opinion recently published by the Department of Justice disagreed and concluded that agency-sponsored conferences are “meetings” for purposes of 31 U.S.C. Sec. 1345, and that light refreshments and meals at such meetings, constitute “subsistence expenses,” and are therefore prohibited under that section. Because Executive Agencies are bound by that opinion, the Department can no longer sanction such expenditures.

An agency may have food available at its conference by entering into a no-cost contract with a conference planner who can collect registration fees from participants to cover the expense of the food. In addition, if the event is being held with a non-profit partner, there may be alternatives which can be discussed with us. This in no way affects your agency’s ability to pay for food for employees at certain events, such as training, conferences, award ceremonies, and cultural awareness programs, or while an employee is on official travel, as discussed below.

Training

The Government Employees Training Act, 5 U.S.C. § 4109, allows agencies to pay or reimburse an employee for the necessary expenses incident to an authorized training program. The Government can provide meals if the agency determines that the meal is necessary to achieve the objectives of the training program. 50 Comp. Gen. 610 (1971).

In order to meet this exception, the training must constitute a course of study under the statute, *and* the provision of the food must be necessary for the employees to obtain the full benefit of the training (i.e. the training is continuing while the food is served).

Government Employees at Outside Conferences

Title 5 U.S.C. § 4110 authorizes payment or reimbursement for government employees conference or meeting attendance and registration fees including non-separable charges for costs of meals if: (1) the meals and refreshments are incidental to the meeting or conference; (2) attendance at the meal or when refreshments are served is necessary to obtain the full benefit of the conference; and (3) the meals and refreshments are part of a formal conference or meeting that includes not just the meals and refreshments, but substantial functions separate from when the food is served.¹ This exception does not apply to purely internal business meetings. 58 Comp. Gen. 604 (1989); 68 Comp. Gen. 606 (1989). Although the criteria are similar to the training exception, this authority should only be used for events that do not meet the criteria set forth for training.

Award Ceremonies

Appropriated funds may also be used to purchase refreshments for award ceremonies honoring recipients under the Government Employees' Incentive Awards Act. Title 5 U.S.C. § 4503 authorizes an agency head to pay a cash award to, and "incur necessary expense for the honorary recognition of employees" who meet general criteria specified in the Government Employees' Incentive Awards Act. Because an awards ceremony is a proper and, perhaps, integral part of an agency's Employee Incentive Awards program, if an agency determines that a reception with light refreshments would materially enhance the effectiveness of its award ceremonies, the cost of the refreshments may be considered a necessary expense for purposes of 5 U.S.C. § 4503. 65 Comp. Gen. 738 (1986). This authority only allows for light refreshments, not full meals.

Cultural Awareness Programs

The Department celebrates a series of heritage commemorative months by instituting programs in which employees may participate. These programs are appropriate under Equal Employment Opportunity Commission regulations, and current law allows appropriated funds to be spent for some aspects of commemorative programs. 60 Comp. Gen. 303, 306 (1981). Therefore, you can pay for ethnic food samples, plates and cutlery as part of a commemorative ethnic heritage program. However, there are a number of restrictions on these samples: they cannot be intended as meals or refreshments; they must be served as part of a formal ethnic awareness program; and the size of the portion must be small enough to show that the food is not being provided as a meal or snack.

Travel

¹ A formal conference or meeting is defined as having a registration, published substantive agenda, and scheduled speakers.

When Federal employees are traveling on official business away from their duty station, they are entitled to travel and subsistence costs consistent with the amounts prescribed under the Federal Travel Regulations. See 5 U.S.C. Sec. 5702; 41 C.F.R. 301-11. Meals may be provided to Federal employees during a conference attended while on travel orders, as a convenience to the employees; however, the employees' Meals and Incidentals Expense (M&IE) must be adjusted for meals provided to the employees by following the method in 41 C.F.R. 301-11.18.

We will be conducting briefings in the coming months on this topic. Should you need assistance in the interim in determining what option is best for your agency's conference, please do not hesitate to contact the General Law Division at (202) 482-5391.



UNITED STATES DEPARTMENT OF COMMERCE
Office of the General Counsel
Washington, D.C. 20230

NOV 06 2008

MEMORANDUM FOR: William Russell
Assistant Division Chief for Acquisitions
Bureau of the Census

FROM: Barbara S. Fredericks *BSF*
Assistant General Counsel
for Administration

SUBJECT: Guidelines for Soliciting Donations of Services from and Entering into
Co-branding Initiatives with Outside Entities

This responds to your request for legal advice concerning activities that the Bureau of the Census's contractor, Draftfcb may undertake to solicit outside assistance from the public to publicize the 2010 Census. Some of these sponsorships would involve in-kind contributions from the public in the form of goods and services. In some cases, the outside entities would enter into co-branding initiatives that would involve use of the company and the Census Bureau logos.

Our specific guidance on soliciting and accepting gifts (even where done by the contractor), and avoiding endorsement and favoritism concerns are set forth below. We have also provided our concerns on the sending of bulk or "blast" e-mails to the public.

Background

The Census Bureau has entered into a contract with Draftfcb, an advertising agency, to publicize the 2010 Census. One task under the contract requires Draftfcb to recruit outside sponsors to assist in publicizing the Census. Census officials have presented several ideas under which Draftfcb could collaborate with Fortune 500 companies and other entities to disseminate information about the Census. These include:

- requesting companies to produce and disseminate informational brochures or small promotional items that would promote the Census;
- conducting a contest where companies would compete for the best advertisement for the 2010 Census;
- putting Census messages on bags disseminated at grocery stores;
- conducting Census Days at retail outlets of large national chain stores;
- putting the Census message into companies' in-house communications with employees, and putting up posters at work places;
- conducting Census promotions in schools;
- working with communities that do not use English as a first language to publicize the Census through media in their languages (through community organizations and periodicals); and

• sending “e-blast” or broadcast e-mail messages about the 2010 Census to ~~companies and community groups.~~

Discussion

The listed activities contemplate some form of good or service to be provided by the outside entity to support the 2010 Census. Where the outside entity would include its logo along with that of the Census Bureau (“co-branding” initiatives) the issue becomes one of whether the activity would create the appearance of an endorsement or favoritism with respect to the outside entity.

We understand that goods and services would be solicited by the contractor, and not by the Census Bureau. Nevertheless, because the contractor would undertake such activities at the Census Bureau’s direction, and the Census Bureau cannot do by indirection that which it could not do directly, we apply the rules that would govern if the Census Bureau were directly to solicit contributions of gifts goods and services from the public to support the 2010 Census.

Accepting contributions from the private sector in the form of goods and services

Operating units of the Department, including the Census Bureau, have authority to accept, and, hence, authority to solicit, gifts of funds and in-kind contributions that aid or facilitate the mission of the Department. See 15 U.S.C. § 1522. The standards for accepting a gift are set forth in Department Administrative Order (DAO) 203-9. Most importantly, no Department official may accept a gift where acceptance would cause a reasonable person with knowledge of all the facts relevant to a particular case to question the integrity of agency programs or operations. See DAO 203-9, § 6.01c. Under this standard, Departmental employees may take no action which creates the appearance of endorsement of or favoritism to specific entities in the public.

As a general matter, gifts of goods and services to promote the 2010 Census would aid and facilitate the Census Bureau’s mission in ensuring maximum participation in that Census. This office has long held the position that, with the exception of travel gifts which are not at issue here, the Department’s authority to accept gifts includes authority to solicit them. The question then turns to the appearance issue raised in the DAO, which the contractor must observe when engaging in solicitation on Census’s behalf. To address these, we have developed some general guidelines:

• Any solicitation undertaken by Draftfc on Census’s behalf must conform to the guidance applicable to direct solicitations by Department employees. Solicitations for donations should be made from broad-based groups, such as chambers of commerce, business organizations, and trade associations, or through such organizations to a wide spectrum of companies in an industry sector or geographic location. If soliciting through broad-based groups is not an option, then solicitations may be made directly to individual companies.

However, in order to ensure that there is no appearance of preferential treatment, an effort should be made to solicit all companies representing the full range of an industry sector or geographic area.

- Solicitations should not be made to entities from which a gift may not be accepted. This would include entities that are contractors or are seeking contracts from Census, or any other source where acceptance might create the appearance of impropriety, such as if the donor has a controversial matter before Census, and the donation could appear as an effort to influence Census actions regarding that matter.
- A donation may be acknowledged in signs or otherwise, such as in agendas, invitations, programs, or on a Government web-site that provides notice of the event. Donors should not be listed as hosts, unless the event is a joint event with the private organization. However, a donor may be referred to as a sponsor, donor, contributor, or otherwise in a manner that acknowledges the support provided by the donor.
- Donors may not be promised exclusivity regarding sponsorship of an event; the contractor may not agree to exclude participation by other potential donors, such as competitor companies, as a condition of a donor's gift. However, if a donor provides full funding for an event, it may be listed as the sole sponsor and donations from other companies may be used for other activities.
- Donors may not receive recognition which creates an appearance of Government endorsement or preferential treatment, e.g. recognition of a specific donor over other donors or a laudatory description of a donor's products or services, would be inappropriate. However, donors may receive acknowledgment of their support which could include recognition of different levels of sponsorship.

Entering into co-branding initiatives

The co-branding initiatives involve granting permission to an outside entity to use the 2010 Census logo on publications that the outside entity would create or fund.¹ Under DAO 201-1, use of the Census Bureau's logo on another entity's publication must be authorized by the head of the Census Bureau, with the concurrence of our office. See DAO 201-1, § 5.04.

It is the Department's policy to ensure that any proposed use of the logo by outside parties

¹ This is distinguished from a situation where the Census Bureau would use the outside entity's logo on a Department publication. As a policy matter, the Department prohibits the use of an emblem of a private contractor or other non-Government organization anywhere on a Department publication. Publishing and Printing Management Manual, § 5.300. This provision may be waived by the Department's Chief Financial Officer and Assistant Secretary for Administration if not legally prohibited by a specific statute.

satisfies a Departmental interest, will not result in embarrassment to the Department, will not conflict with trademark rights, and will not create an appearance of endorsement or favoritism. *Id.* In 2003, this office reviewed and cleared the attached guidelines on the outside use of the 2010 Census logo. These guidelines ensure that the use of the logo will not embarrass the Department by requiring the user to affirm this, and by requiring a description of how the logo will be used for the contractor to have Census review and determine that there will be no embarrassment. They have also been drafted to ensure that the outside use of the logo will not conflict with trademark rights. Finally, the guidelines ensure that the use of the logo will not create an appearance of endorsement or favoritism by requiring the user to (a) affirm that they will not use it in a way that will give the impression that Census is endorsing the entity, and (b) include a disclaimer stating that the Census Bureau does not endorse the products or services of the user. Because these guidelines meet the standards set in the DAO, so long as they are followed, our office would concur in the decision to permit outside out of the Census logo by outside entities and in co-branding initiatives.

Sending bulk or "blast" e-mails

Any transmission of bulk or "blast" e-mails to the public to advertise or promote activities of outside entities that are designed to support the 2010 Census must conform to the requirements of the CAN-Spam Act of 2003 (15 U.S.C. § 7701 et seq.) and implementing regulations at 16 C.F.R. Part 316.² The regulations define a "commercial e-mail" as one in which the exclusive or primary purpose of the communication is to advertise or promote a commercial product or service. See 16 C.F.R. § 316.3(a). If an e-mail qualifies as commercial under this standard, the sender must include an "opt out" provision and honor all requests for opting out.

We have coordinated with the Federal Trade Commission (which administers this statute), and have been advised that e-mails from the Census Bureau or its contractor to the public that contain primarily informational material about the 2010 Census would generally not be viewed as commercial, even where the e-mails may include some incidental commercial content, such as a reference to a co-branding partner. However, this is an extremely fact-based analysis, and would require case-by-case review of individual e-mails. This review focuses heavily on the physical appearance of the e-mail with a view toward how it would be interpreted by a reasonable recipient, and includes factors such as the placement and prominence given to logos, the layout of the text, and the fonts used. It is similar to the review that is conducted when permission is sought to use an outside logo on Departmental publications, or to allow an outside entity to use a Departmental logo in their activities.

² The statute provides protections for recipients of commercial e-mail which include: (1) a prohibition against false or misleading information, (2) a prohibition against deceptive subject headings, (3) a requirement that the sender's return e-mail address be included, (4) a prohibition against transmission of commercial e-mails after objection from the recipient, (5) a requirement that the sender include an "opt-out" provision, and (6) inclusion of a physical postal address of the sender. See 15 U.S.C. § 7704(a).

Draftfc should be required to comply with this statute, and any applicable state laws in its activities on behalf of the Census Bureau.³ In our discussion with the Federal Trade Commission, it was noted that the responsibility to comply with this statute would fall on the co-branding partner as well as Census and its contractor. Therefore, Draftfc should be encouraged to work with the for-profit entity to ensure that both partners comply with the statute and its requirements.

Please contact Alice McKenna at 482-5234 if you have any further questions, or if issues arise concerning particular activities.

cc: Lizannette Velez

Attachment

³ While this statute generally preempts state laws, it does not affect those state laws that prohibit falsity or deception in e-mails, or relate to acts of fraud or computer crime. See 15 U.S.C. § 7707(b).