

PERFORMANCE WORK STATEMENT
Data logging usability tapes

1. Background

The Census Bureau's Usability Lab is conducting approximately 100 usability studies on the Census Web site. Each session is anticipated to take one hour and will be video and audio taped. These tapes must be data logged/behavior coded. Most participants will think aloud during the session. The data logger will need to code the behaviors and comments that the participants make as well as the outcome (success or failure) of each task. The data logger must use the Noldus the Observer version XT or Noldus the Observer version 5.0.2 logging software onsite at Census Bureau Headquarters (Room 5K509).

2. Objective

The purpose of this task order is to obtain the services of a contractor with significant experience in data logging who will provide logging and behavioral coding of 100 hours of videotapes made during usability studies where the participants engaged in simple and/or complex find tasks of the Census Web site.

3. Reference to CAR Clauses

At various points throughout this document reference is made to clauses from the Commerce Acquisition Regulation (CAR). These clauses supplement the requirements set forth in the Federal Acquisitions Regulation (FAR). The CAR, including CAR clauses referred to by reference may be reviewed at website <http://oamweb.osec.doc.gov/docs/car13.htm>, and questions about the clauses may be directed to the Contracting Officer.

4. Task Order Type/Period of Performance (CAR 1352.216-70 – Task Order Type) (March 2000)

This is a labor hour task order. The period of performance will be from June 2008 through December 2008.

5. Place of Performance

The services shall be performed at the Headquarters, U.S. Census Bureau, Suitland Federal Center, Suitland, Maryland.

6. Pricing

This is a labor hour pricing contract.

7. Contacting Officer's Task Manager (CAR 1352.201-70) (February 2005)

Pam Miller is hereby designated as the Contacting Officer's Task Manager (TM) for this task order. The TM may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the task order. The TM is located at:

Address	
Name	
Address	
Phone	
Email	
Address	

8. Statement of Work/Specifications (CAR 1352.211-70) (March 2000)

The Contractor shall furnish the necessary personnel, material, and services (except as otherwise specified) to perform the following statement of work.

Log video from usability testing of simple and/or complex find tasks of the Census Web site. Each usability study will include eight tasks. Video shall be logged after the sessions are complete (not concurrently). Additional logging time shall be spent going back over tapes to ensure that key behaviors and user comments have been captured. A total of 100 usability sessions shall be logged.

Each tape that is logged shall be logged a second time, as a check or verification, by a different person than the one who originally logged the tape.

The contract loggers shall use the pre-identified behaviors in the configuration file (see below) and follow the government staff's instructions on how to log the sessions.

Particular attention of the logged sessions shall be on the following:

- All instances where the participant spoke aloud (e.g., while indicating frustration, confusion, dissatisfaction, annoyance, satisfaction, amazement, happiness, pleasure/positive feelings, etc.) shall be coded and logged.
- All instances where the participant used non-verbal utterances (e.g., frustrated signs of heavy sighs, leaning away from computer, throwing arms up, and satisfied signs of engagement, leaning forward, seeming at peace or in a positive rhythm) shall be coded and logged.
- Each entry should give the context (in the comments section) of what is happening with the user. For "context" we mean give complete details so that anyone reading the logged file would be able to understand what was happening with the user at that particular moment. This includes information on where the user is on the site, what they are saying, what they are thinking and why they are doing particular actions.
- Each task shall be coded with a start time, from the point after the participant read out the task question. Each task shall be coded with an end point—a code of either **ss** to indicate task success or **ff** to indicate task failure.

- Each session shall be coded at least twice by independent loggers. The person who codes it the first time shall not be the person who codes it the second time. If there is a discrepancy on a particular code where one logger thinks it should be coded a certain way and another thinks it should be coded in a different way, a third qualified usability professional, from the contractor's staff, shall be asked to review the issue. (The goal of the logging of the tapes is to be as objective as possible. This is a way to reduce measurement error.)

Behavior codes for data logging sessions

Ta Talk—Test administrator speaks to user, probes or gives feedback to user

User talk—User thinks aloud; expand on this (give the context) in the comments section

User action—User makes some action; expand on this (give the context) in the comments section

Navigation—User talks about where they are going on the site; expand on this (give the context) in the comments section

Frustrated/confused/dissatisfied/annoyed-verbal—User verbally expresses frustration, confusion, disorientation, dissatisfaction, displeasure, annoyance, irritation; expand on this (give the context—see section 8 above) in the comments section.

Frustrated/confused/dissatisfied/annoyed-non verbal—User communicates non-verbally or with body language to indicate dissatisfaction. By non-verbal expression we mean sighing, gulps of air, etc. by body language we mean throwing hands up, pushing away from the table or computer, running hands through hair, etc., expand on this (give the context) in the comments section.

Positive/pleasure/satisfied/happy/amazed-verbal—User verbally expresses positive remarks to indicate satisfaction, happiness, or pleasantly amazed with site; expand on this (give the context) in the comments section.

Positive/pleasure/satisfied/happy/amazed-non-verbal—User expresses non-verbal positive feedback about the site; by non-verbal feedback we mean indications that the user is comfortable, in a rhythm, indicating a positive reaction to the site; expand on this (give the context) in the comments section

General Comment—User makes general comment on the site; expand on this (give the context) in the comments section

Other—User makes a comment about the site; expand on this (give the context) in the comments section

Search—User uses a search tool clicks into it and types word/phrase to search on, give the word/phrase user typed into the search tool—expand on this in the comments section

Off site—User navigates off the Census.gov Web site; indicate where the user landed, and what they did once there in the comments section.

Data Logging Instructions

1. Start logging the task by entering the start task code only **after** the test participant has finished reading the task question aloud.
2. Each task needs to be coded with an end point and a code of either **ss** to indicate task success or **ff** to indicate task failure.
3. When coding success or failure of each task, put context in the comments line.
4. Any time a user voices (aloud) any comment, code it as such and then give an expanded version of what happened in the “comments” section of log file.
5. Any time a user makes a non-verbal sound, such as a sigh, a gulp, heavy breathing, etc. code it as such and then give an expanded version of what happened in the “comments” section of log file.
6. Any time a user exhibits noticeable body language, such as running hands through hair, slouching, shuffling feet), etc. code it as such and then give an expanded version of what happened in the “comments” section of log file.

Behavior code/data log the tapes from 100 usability sessions.

- Log any verbalized utterances of frustration, confusion, dissatisfaction, and annoyance. Give a context for this in the comments section. (See above for examples of what we mean by context)
- Log any non-verbal indicators of frustration, confusion, dissatisfaction, and annoyance. Give a context for this in the comments section. (See above for examples of what we mean by context)
- Log any verbalized utterances of pleasure, satisfaction happiness or amazement with the Web site. Give a context for this in the comments section. (See above for examples of what we mean by context)
- Log any non-verbal indicators of pleasure, satisfaction happiness or amazement with the Web site. Give a context for this in the comments section. (See above for examples of what we mean by context)
- Data log each task with a start time and a conclusion or outcome of either a success or a failure. Give a context for this in the comments section. (See above for examples of what we mean by context)
- Give logged tape to another individual to re-log tape and validate agreement on the coding of verbalized user utterances and non-verbal communication.
- For each usability session, tally the total number of verbalized instances of satisfaction or pleasure with the Web site.
- For each usability session, tally the total number of non-verbal instances of satisfaction or pleasure with the Web site.

- For each usability session, tally the total number of verbalized instances of confusion, frustration, dissatisfaction.
- For each usability session, tally the total number of non-verbalized instances of confusion, frustration, dissatisfaction.
- For each usability session, tally the total number of successful completion of tasks
- For each usability session, tally the total number of failures of tasks.
- For each usability session, tally the completion time for each task, by participant.
- Present work to usability lab staff member and discuss any problems or questions as they come up. Usability lab staff will be reviewing random logged files to discuss any completeness or coherency concerns or issues.

9. **Deliverables**

Listed below are the deliverables due during the period of performance.

Deliverable	Due Date	Delivered to
Tallies of the total number of verbalized instances of frustration, confusion, dissatisfaction, and annoyance with the Web site by usability session.	TBD –To be determined, depending on when logging starts.	Task Manager
Tallies of the total number of non-verbal instances of frustration, confusion, dissatisfaction, and annoyance with the Web site by usability session	TBD	Task Manager
Tallies of the total number of verbalized of pleasure, satisfaction, happiness or amazement with the Web site by usability session.	TBD	Task Manager
Tallies of the total number of non-verbal instances of pleasure, satisfaction, happiness or amazement with the Web site by usability session	TBD	Task Manager
Tallies of the total number of successful completions of tasks and failures to complete tasks, by usability session.	TBD	Task Manager
A complete and twice-logged data file from each usability session.	TBD	Task Manager
Tallies of the completion time each task took to accomplish for each participant.	TBD	Task Manager

List of each user tape with name of contract staff who logged it the first time and name of contract staff who logged it the second time	TBD	Task Manager
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The deliverables shall be in the following formats:

- An organized set of all logged and data coded files for every usability session with the logging software system of Noldus the Observer version XT or 5.0.2.
- An organized set of tallies by usability session of the verbalized instances of frustration, confusion, dissatisfaction, & annoyance shall be in Excel.
- An organized set of tallies by usability session of the non-verbalized instances of frustration, confusion, dissatisfaction, & annoyance shall be in Excel
- An organized set of tallies by usability session of the verbalized instances of pleasure, satisfaction, happiness, & amazement shall be in Excel
- An organized set of tallies by usability session of the non-verbalized instances of pleasure, satisfaction, happiness, & amazement shall be in Excel
- An organized set of tallies of the success or failure rates for each task for each user shall be in a table in Excel
- An organized set of tallies of the completion time for each task for each user shall be in a table in Excel

10. Skill and Relevant Experience Requirements

The Contractor shall possess the required skill levels to fulfill the requirements of this contract. Contractor must be able to demonstrate hands-on experience, knowledge, skills, and abilities as described in the following categories of labor:

10.1 Behavior coding

- Must possess clear, cohesive logging and behavior coding skills
- Must be able to data code each instance of verbalized utterances and non-verbal indicators of positive/negative reactions to the Web site.
- Must be able to data code a start and the outcome (success or failure) for each task
- Must be able to expand and give context of what user is experiencing in the “Comments” column (see what we mean by context above)
- Must be able to give examples of data coding from a different (earlier) project

10.2 Technical Writing Skills

- Must possess clear, cohesive writing skills on technical topics as indicated in published reports and papers.
- Proposed contractors must provide a list of publications and one writing sample as first author

- All entries in logged files must be complete and well written with as full a description and as much detail as possible so that Census staff is clear with what is happening during each usability session

10.3 Usability Expertise

- Must have an excellent understanding of the psychology of human-computer interaction
- Must have an excellent understanding of the requirements/issues of user-interface design for informational Web sites

Management Report

The Contractor shall provide a monthly written management report to the Contracting Officer's Task Manager. The report shall be delivered no later than the 5th business day after the end of the previous month, and shall include the following sections:

Section I – Task Number, Task Title, Name of contractor's point of contact for the task, name of contractor staff assigned to the task and number of hours worked each month.

Section II: Problems encountered during the previous month, and proposed or implemented solutions. Progress made toward deliverables.

Section III: Other applicable issues.

12. Travel

No travel anticipated.

13. Performance Requirement Summary

Performance Requirement	Expected Outcome	Performance Standard	Method of Surveillance
A complete and twice-logged and behavior coded data file from each usability session	Fully describe the task-related actions, utterances, and non-verbal behaviors of the participant in the usability session	Contents of the data logged sessions will be complete and well written 100% of the time.	The Task Manager will inspect deliverable.
Each task for each usability session will be logged with a start time and a conclusion outcome.	Fully describe the outcomes for each task, what the context was and whether the task was a success or a failure.	Deliverable must be delivered on the dates required 100% of the time in a concise, clear and informative manner. Success and failure rate will be in a table format by user.	The Task Manager will inspect deliverable.

Performance Requirement	Expected Outcome	Performance Standard	Method of Surveillance
Each outcome and behavior code will have a “context” written in the comments section of the logged file; context is defined in Section 8 above	A description of what was happening with user at time of behavior code/outcome—this appears in the “Comments” column of the data logging file.	Contents of the data logged sessions will be complete and well written 100% of the time	The Task Manager will inspect deliverable
Tallies for each usability session in the following manner: total number of verbalized instances of frustration, confusion, dissatisfaction, & annoyance	Fully describe the total number of negative verbal utterances	Deliverable must be delivered on the dates required 100% of the time in a clear, concise and informative manner. The number of verbalized utterances will be in a frequency count	The Task Manager will inspect deliverable.
Tallies for each usability session in the following manner: total number of non-verbalized instances of frustration, confusion, dissatisfaction, & annoyance	Fully describe the total number of negative non-verbal expressions	Deliverable must be delivered on the dates required 100% of the time in a clear, concise and informative manner. The number of non-verbalized utterances will be in a frequency count	The Task Manager will inspect deliverable.
Tallies for each usability session in the following manner: total number of verbalized instances of pleasure, satisfaction, happiness or amazement with the Web site	Fully describe the total number of positive verbalized utterances.	Deliverable must be delivered on the dates required 100% of the time in a clear, concise and informative manner. The number of verbalized utterances will be in a frequency count	The Task Manager will inspect deliverable.
Tallies for each usability session in the following manner: total number of non-	Fully describe the total number of positive non-verbalized expressions.	Deliverable must be delivered on the dates required 100% of the time in a clear, concise and informative manner. The number of non-verbalized	The Task Manager will inspect deliverable.

Performance Requirement	Expected Outcome	Performance Standard	Method of Surveillance
verbal instances of pleasure, satisfaction, happiness or amazement with the Web site		utterances will be in a frequency count	
Tallies for each usability session of the success or failure of task; and task completion time.	Fully describe the success/failure rate by usability session. Fully describe the task completion rate by usability session.	Deliverable must be delivered on the dates required 100% of the time in a concise and informative manner. The success/failure rate and efficiency score will be in table format	The Task Manager will inspect deliverable.

The success or failure of the Contractor to meet the above performance standards will be reflected in a performance evaluation of the services. The U.S. Census Bureau and other agencies may consider the results of the evaluation when evaluating the contractor's past performance during the selection process for future contracts with the Government. The failure of the Contractor to meet the above performance standards may also be the basis for termination of the task order for non-performance.

14. Government-Furnished Resources

The Census Bureau will provide the Contractor with the following:

DESCRIPTION OF GOVERNMENT PROVIDED RESOURCES	DATE TO BE DELIVERED	SPECIAL INSTRUCTIONS
Access to government facilities, and the use of equipment, i.e., desk, phone, CPU, including usability lab equipment to log the tapes on Noldus the Observer XT or 5.0.2 software and equipment and digital video tapes of the sessions.	As determined by the needs of the project.	Access is subject to contractor complying with security requirements, and approval by the Government.
Training by usability lab staff on how to use the Noldus the Observer XT or 5.0.2 logging software. Access to government representatives who are involved in the project. Spot-checking with follow-up discussion of the quality of the data logged file. Census staff will follow up with contract staff with feedback on the completeness and coherency of the data logged spot checked files	As determined by the needs of the project.	None

Access to government reports, information, task/scenario list and “correct” answers, etc. associated with the project.	As determined by the needs of the project.	Access is subject to contractor complying with security requirements, and approval by the Government.
Access to a set of behavior codes for logging and the configuration file to use in the Noldus the Observer XT or 5.0.2 software. Access to Census staff to discuss the meanings of the codes that the logger will be expected to use.	As determined by the needs of the project.	None

15. Contracting Officer’s Authority (CAR 1352.201-70) (March 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this task order 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 or conditions, including price.**

16. Stop-Work Order

In accordance with FAR Clause 52.242-15, Stop-Work Order, the Contracting Officer may, at any time, by written order to the Contractor, require the Contractor, to stop all, or any part, of the work, called for by this purchase order.

17. Invoicing Procedures

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

PROPER VOUCHER/INVOICE INFORMATION

- Name and Address of Contractor
- Contact Name, Title and Telephone 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

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

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

(Date) (Title of Contractor 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, and pursuant to authority vested in me, I certify that the voucher is correct and proper for payment.

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

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

SUBMISSION OF INVOICES

An original plus one copy of the voucher/invoice will be submitted to the Finance Division at:

MAILING ADDRESS

U.S. Census Bureau
Finance Division (Vouchers)
4600 Silver Hill Road
Room #2K416
Washington D.C. 20233

SPECIAL DELIVERY VIA UPS, FEDERAL EXPRESS, ETC.

U.S. Census Bureau
Finance Division (Vouchers)
4600 Silver Hill Road

SPECIAL NOTICE

THE CONTRACTOR IS NOTIFIED THAT IT IS THEIR RESPONSIBILITY FOR ENSURING 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.

FINAL INVOICE

THE CONTRACTOR SHALL INDICATE ON THEIR FINAL INVOICE THAT THE INVOICE IS THE “FINAL INVOICE.” THIS INDICATOR WILL AID THE GOVERNMENT IN ITS CLOSEOUT PROCESS IN DETERMINING THAT ALL DELIVERABLES HAVE BEEN SUBMITTED TO THE GOVERNMENT AND ALL PAYMENTS HAVE BEEN MADE FOR THE SERVICES.

18. Security (IAW Indicated CAR Clauses)

The Contractor shall abide by the security procedures set forth by the Government. The Contracting Officer's representative (COR), e.g. Contracting Officer's Technical Representative (COTR) or Task Manager I will be the point of contact for guidance about security requirements.

If it is determined that the services will require performance on or within a Department of Commerce facility or through Department of Commerce IT System, the following security requirements will apply:

INSERT APPLICABLE CLAUSES FOR SECURITY AFTER IT IS DETERMINED THAT IT IS A HIGH, MODERATE OR LOW RISK. (Usually done by the purchasing agent or contract specialist.)

19. Other Applicable CAR Clauses

19.1 Printing (CAR 1352.208-70) (March 2000)

Unless otherwise specified in this 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 Regulation in effect on the effective dates as this task order) in connection with performing under this task order. Provided, however, that performing a requirement under this task order involving the duplicating of less than 5000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and $\frac{3}{4}$ inches by 14 and $\frac{1}{4}$ inches, will not be deemed printing.

19.2 Organizational Conflict of Interest (CAR 1352.209-71) (March 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, 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 disclosure or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor Government contracting, or pursue such other remedies as may be permitted by law or this task order.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

19.3 Duplication of Effort (CAR 1352.231-70) (March 2000)

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

19.4 Harmless from Liability (CAR 1352.233-70) (March 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 of virtue of performance of this task order, 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, or agents.

19.5 Inspection and Acceptance (CAR 1352.246-70) (March 2000)

The Contracting Office or the dully-authorized representative will perform inspection and acceptance of the supplies and services to be provided under this task order. Inspection and acceptance will be performed at:

Headquarter, U.S. Census Bureau
4600 Silver Hill Road
Suitland, Maryland 20746

19.6 Packing for Domestic Shipment (CAR 1352.247-70) (March 2000)

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

19.7 Regulatory Notice (CAR 1352.252.70) (March 2000)

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

19.8. FAR Clauses Applicable to Commercial Procurements

52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (SEP 2006)

52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

52.212-3 OFFEROR'S REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2007)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JUN 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
 ___ (ii) Alternate I (Oct 1995) of 52.219-6.
 ___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
 ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 ___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4).)
 ___ (ii) Alternate I (Oct 2001) of 52.219-9.
 ___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 ___ (ii) Alternate I (June 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).

X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

- X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
 - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

19.9 Electronic Payment

In accordance with the Debt Collection Improvement Act of 1996, all payments under this task order will be made by electronic funds transfer (EFT). Upon task order award Contractor(s) are required to provide the information called for in FAR Clause 52.232-33 Payment by Electronic Funds Transfer – Central Contract Registry (MAY 1999). Failure to provide the required information will delay payment of your invoice.

20. 1352.208-70 PRINTING (MARCH 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and ¾ inches by 14 and ¼ inches, will not be deemed printing.

21. 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MARCH 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 of Contracting

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

b. The Contractor agrees that it will not disclose any information described in subsection a to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

22. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

Offerors shall complete and submit with their proposal the appropriate paragraph(s) in accordance with FAR Clause 52.212-3.

23. 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce Site (Low Risk Contracts) (December 2006)

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – Special Agency Check (SAC)

2. IT Service Contracts

- a. Contracts more than 180 days – National Agency Check and Inquiries (NACI)
- b. Contracts less than 180 days – National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE – formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

- Official legal status in the United States;
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
2. **Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.**
3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.
4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).
5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block #7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.
6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e.,

adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

24. CAR 1352.239-74 – Security Processing Requirements For Contractors/Subcontractor Personnel For Accessing DOC Information Technology Systems (December 2006)

1. Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. DOC shall provide screening using standard
2. personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance: 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

25. CAR 1352.239-73- Security Requirements For Information Technology Resources (October 2006)

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:
 - (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
 - (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a

“presumption that all [general support systems] contain some sensitive information.”; and

- (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information “... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order
- (4) or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

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

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

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

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

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

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

- (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
 - (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
 - (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>). .
 - (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
- (2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause.
- The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security
- (3) Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.

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

26. QUOTATION SUBMISSION INSTRUCTIONS

26.1 Content of Quotations

Offerors shall provide a technical proposal and price quotation as follows:

Technical Proposal:

a. Technical Capability: Offerors shall provide a description of their behavior coding, technical writing and usability expertise

b. Past Performance: Offerors shall provide information concerning up to five contracts performed in the past three years of similar size, scope and complexity to the work required by this RFQ. This information may include contracts with federal, state and local government or commercial contracts, and may cover completed as well as on-going contracts. Information shall include:

- The name and address of the entity contracted with;
- The value of the contract;
- The name of the person who can provide past performance information, their title, phone number, fax number and e-mail address.

Price Quotations:

Offerors shall submit a labor hour price for the services for the full period of performance.

26.2 Submission Instructions

Quotations shall be submitted via email to Pamela A. Miller, Contracting Officer, at pamela.a.miller@census.gov. Ms. Miller may be contacted at this email address or through telephone number 301/763-3547.

Quotations must be received by Ms. Miller at her email address no later than 3 p.m. EST, May 29, 2008. Quotations shall be submitted in Microsoft Business Programs, *i.e.*, MSWord, MSeExcel.

27. 1352.215-77 Evaluation Utilizing Simplified Acquisition Procedures (March 2000)

The Government will award a purchase order resulting from this Request for Quotations to the responsible offeror whose quotation conforming to the instructions results in the best value to the Government, price and other factors considered. The following factors will be used to evaluate quotations:

- (1) Technical Capability
- (2) Past Performance
- (3) Price