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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|---------------------|------------------------------------------------------------------|---------------|--------------------------------------------|------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |  |                                           | 1. CONTRACT ID CODE |                                                                  | PAGE OF PAGES |                                            |      |  |
| 2. AMENDMENT/MODIFICATION NUMBER<br><b>AMENDMENT A003</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |  | 3. EFFECTIVE DATE<br><b>JUNE 26, 2024</b> |                     | 4. REQUISITION/PURCHASE REQUISITION NUMBER                       |               | 5. PROJECT NUMBER (If applicable)          |      |  |
| 6. ISSUED BY<br>United States Census Bureau (USCB)<br>Acquisitions Division<br>4600 Silver Hill Road<br>Suitland, MD 20746<br>Jason Winings, Contract Specialist                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |  | CODE<br><b>COACQSU</b>                    |                     | 7. ADMINISTERED BY (If other than Item 6)<br><b>SEE BLOCK 6.</b> |               |                                            | CODE |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       |  |                                           |                     | <input checked="" type="checkbox"/> (X)                          |               | 9A. AMENDMENT OF SOLICITATION NUMBER       |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |  |                                           |                     | <input checked="" type="checkbox"/> (X)                          |               | <b>1333LB24JK0001</b>                      |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |  |                                           |                     | <input type="checkbox"/>                                         |               | 9B. DATED (SEE ITEM 11)                    |      |  |
| CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |  |                                           |                     | FACILITY CODE                                                    |               | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               | 10B. DATED (SEE ITEM 13)                   |      |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               |                                            |      |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> 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:<br>(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;<br>or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               |                                            |      |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               |                                            |      |  |
| CHECK ONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.                                                                   |  |                                           |                     |                                                                  |               |                                            |      |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               |                                            |      |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |  |                                           |                     |                                                                  |               |                                            |      |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |  |                                           |                     |                                                                  |               |                                            |      |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | D. OTHER (Specify type of modification and authority)                                                                                                                                                                 |  |                                           |                     |                                                                  |               |                                            |      |  |
| <b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> 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.)<br><b>See Continuation Page and amended Request for Quote.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               |                                            |      |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |  |                                           |                     | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)       |               |                                            |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |  |                                           |                     | Kristina D. Hartman, Contracting Officer                         |               |                                            |      |  |
| 15B. CONTRACTOR/OFFEROR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                       |  | 15C. DATE SIGNED                          |                     | 16B. UNITED STATES OF AMERICA                                    |               | 16C. DATE SIGNED                           |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |  |                                           |                     |                                                                  |               | 6/26/2024                                  |      |  |
| (Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |  |                                           |                     | (Signature of Contracting Officer)                               |               |                                            |      |  |

The purpose of Amendment A003 is:

- To incorporate changes to Request for Quote (RFQ) No. 1333LB24JK0001 as listed below:

| United States Census Bureau (USCB)                                                     |                                                                                             |                |                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------|--------------------------|
| On-Premises and Cloud Infrastructure Support Services Blanket Purchase Agreement (BPA) |                                                                                             |                |                          |
| List of Revisions to RFQ Package No. 1333LB24JK0001                                    |                                                                                             |                |                          |
| REVISION<br>ID<br>NUMBER                                                               | DOCUMENT SECTION                                                                            | PAGE<br>NUMBER | RFQ PACKAGE<br>REFERENCE |
| 1                                                                                      | Section L.6.2 VOLUME 1 - FACTOR 1:<br>DEMONSTRATED PRIOR EXPERIENCE<br>(WRITTEN SUBMISSION) | 93 - 96        | BPA RFQ                  |
| 2                                                                                      | Section L.2 OVERVIEW OF THE PROCESS                                                         | 88 – 90        | BPA RFQ                  |



**On-Premises and Cloud Infrastructure Support Services  
RFQ No. 1333LB24JK0001 Amendment A003**

**SECTION B - CONTRACT DESCRIPTION**

**B.1 GENERAL**

This is a Request for Quote (RFQ) to establish a Single-Award Blanket Purchase Agreement (BPA) to obtain Infrastructure Support Services for the U.S. Census Bureau (USCB).

The Contractor shall provide all management, supervision, and labor, and shall plan, schedule, coordinate, and assure effective performance for all requirements as outlined in Section C.

**B.1.1 BPA AWARD INFORMATION**

The applicable North American Industry Classification System (NAICS) for this procurement is 541519 – Other Computer Related Services with an applicable size standard of \$34 million.

This Procurement is a 100% Total Small Business (SB) Set-Aside. This Procurement will be competed amongst small business General Services Administration (GSA) Multiple Award Schedule (MAS) Federal Supply Schedule (FSS) authorized contractors under Special Item Number (SIN) 518210C – Cloud Computing and Cloud Related IT Professional Services. Small Business authorized contractors may utilize additional SINs to provide a complete solution.

The Government will accept only quotes submitted by small businesses with a schedule contract that has a Period of Performance that is consistent with the duration of this BPA, base plus options. Any quote submitted by a contractor that is not a small business concern will not be accepted and therefore not considered for evaluation or award.

**B.2 CONTRACT TYPE**

The anticipated Single-Award BPA will be issued pursuant to the authority of Federal Acquisition Regulation (FAR) General Services Administration (GSA) 8.405-3 – Blanket Purchase Agreements (BPAs), under GSA Multiple Award Schedule (MAS) Special Item Number (SIN) 518210C – Cloud Computing and Cloud Related IT Professional Services. This BPA includes a 1-year base period of performance and four 1-year Option Periods, which shall enable the USCB to fulfill necessary requirements in the form of issued Orders.

Orders may be issued on a Firm-Fixed-Price (FFP), Labor Hour (LH), and Time and Materials (T&M) basis, or any combination thereof as required to meet agency needs. Order type will be determined at the Order level.

The Government reserves the right to re-negotiate the contract type of any order issued against the BPA with the Contractor at any time prior to the exercise of an established option period to ensure the Government's requirement is being met under the most effective arrangement.



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**B.3 OVERALL ESTIMATED BPA VALUE**

The estimated value of this BPA is \$557,000,000.00. The final estimated value of the BPA will be dependent on the Orders issued and the allocated budget each fiscal year.

**B.3.1 BPA ORDER LIMITATIONS**

The Government is under no obligation:

1. To issue Orders under this BPA; and
2. To issue Orders for every Functional Area under Section C.

**B.4 PRICE/OFFER SCHEDULE**

**B.4.1 LABOR RATES**

Attachment J.2 – BPA Rate Card shall be the basis for order pricing.

The Government is in need of labor categories that are comparable to the BPA Roles outlined in Attachment J.2 – BPA Rate Card. The provided descriptions are solely based on what is anticipated for the work described in Section C at time of BPA award.

**B.4.2 ADDITIONAL LABOR CATEGORIES**

Changes to the list of Government Roles and labor categories, as referenced in Attachment J.2 – BPA Rate Card after award may be made following the establishment of the BPA in order to allow for better alignment of services performed in Section C and under issued orders. In the event that additional labor categories are required, justification and rationale supporting the addition of the proposed Labor Category and its role in meeting the requirements of the BPA may be required. The Contracting Officer (CO) will execute a modification to this BPA providing for the new negotiated labor rates and category description.

**B.4.3 ORDER CONSIDERATIONS**

Following the establishment of this BPA, the Government intends to issue individual orders with more specifically described needs as they arise. Orders will serve as an element in the evaluation of the Contractor's performance under the BPA and the Government will articulate essential deliverables and work products at the time of issuance. Through this method, the Government and Contractor will be able to work more collaboratively and responsively in a dynamic operating environment.

Following receipt of an issued order, the Contractor shall provide any assistance, skills, and expertise necessary to successfully complete performance as defined in that order. All issued orders will remain consistent with the requirements described in the Section C – Performance Work Statement (PWS).

The orders may, at a minimum:



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- Detail Requirements;
- Specify essential deliverables and work products;
- Set performance standards;
- Identify Key Personnel;
- Set schedule objectives; and,
- Identify periods and place of performance.

Labor rates provided within Attachment J.2 - BPA Rate Card shall be used by the Contractor as the maximum allowable ceiling on labor rates when submitting price quotes in response to order requests issued under this BPA. Additional price reductions may be requested and negotiated at the order level.

Ordering instructions for orders are provided in paragraph G.8.

**B.4.4 TRAVEL/OTHER DIRECT COSTS**

Travel will be reimbursed in accordance with FAR 31.205-46, Travel Costs, BPA paragraph G.6, and the General Service Administration's Federal Travel Regulations. If required at the order level, Other Direct Costs will be identified in individual orders and as determined to be allowable, allocable and reasonable. Other Direct Costs may include materials such as hardware or software that are proposed as part of a solution as described in an individual order and shall be reimbursed to the Contractor at cost plus any allowable material handling fee.

Travel will not be reimbursed to and from the place of performance or in the national capital region.

**B.4.5 ORDER-LEVEL MATERIALS (OLM)**

Order Level Material (OLM), if required at the order level, may only be offered under the schedules designated and by the Contractors who have been authorized to do so by GSA. OLMs are specifically for offering supplies and services in direct support of a specific requirement and cannot exceed 33.33% of the value of any one order or the cumulative value of all orders placed under this BPA. Special Ordering Instructions shall be followed if/when OLM apply at the order level.

**B.5 FUNDING**

No funding shall be obligated on the BPA. Funding for services provided will be obligated at the order level.

**B.6 INCREMENTAL FUNDING ON TIME AND MATERIALS AND LABOR HOUR ORDERS**

Funding may be added to time and materials or labor hour orders by the execution of modifications to the order, up to the ceiling amount for the applicable performance period. The



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Contractor shall note that residual funding at the end of an order's performance period may be deobligated through a modification; inclusion of this funding in the following performance period of the order is subject to budget approval based on appropriations and fiscal constraints.

*The following clause applies: FAR 52.232-22 LIMITATION OF FUNDS (APR 1984) and FAR 52.232-20 Limitation of Cost.*

**B.7 PRIME CONTRACTOR RESPONSIBILITIES**

The Contractor shall be held responsible for the performance of all services required under this BPA and under issued orders. The Contractor alone shall be held responsible by the Government for the performance of all Contractor obligations under any terms of this BPA and issued orders. The Government, in-turn, shall render all payments due for services performed solely to the prime Contractor.

**B.8 EMERGENCY SITUATIONS**

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

**B.9 NATIONAL SECURITY**

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

**B.10 OVERTIME PAYMENT**

No payment of overtime is authorized on orders issued under this BPA. In the event overtime payment is required under an issued order, the Contractor must submit a quote for overtime rate(s) to the Contracting Officer through the Contracting Officer's Representative (COR) detailing the overtime rate by labor category(ies) and provide rationale why overtime payment is required. **ALL OVERTIME PAYMENTS MUST BE AUTHORIZED BY THE CONTRACTING OFFICER PRIOR TO BEING INCURRED.**

**(End of Section B)**



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**SECTION C - PERFORMANCE WORK STATEMENT**

**C.1 BACKGROUND**

The U.S. Census Bureau (USCB) is the Federal Government's largest statistical agency dedicated to providing current statistical data about America's people, places, and economy. These statistics assist Congress, the executive branch of the Federal Government, state, and local Governments, the general-public, and the private sector in the development and evaluation of social and economic activities. Reliable collection, preparation, tabulation, and dissemination of demographic and economic statistics are vital to the USCB's overall mission and strategic goals and objectives. The USCB's unique mission has required it to leverage modern information technology (IT) solutions to address its priorities.

The USCB's current information systems are distributed across both modern and legacy infrastructure, which includes a mix of on-premises data centers and multiple disparate cloud service providers (CSP). The USCB's programs utilize this dispersed computing infrastructure to meet the demands of their mission-critical programs (e.g., Decennial and Economic censuses and Demographic programs). See **Attachment J.3 – USCB Current Future Programs** for additional details. These requirements often create a varying demand cycle on the USCB infrastructure that is hard to predict due to the uncertainty of data collection production cycles. This has required the need for an evolving enterprise infrastructure strategy that will maintain pace with changing market dynamics.

To date, the USCB and its partners have provided IT services and solutions to support data collection, processing, and dissemination. The organization developed or acquired and integrated over 500 applications. The USCB has also built, integrated, and supported on-premises and cloud-based infrastructure, rapidly scaling the required environments over a one-year period to support production operations. Taken together, these IT implementations supported a staff geographically dispersed throughout the states and island areas, including approximately 7,500 office workers across Headquarters, 6 Regional Offices (ROs), 1 processing center, 2 contact centers, 1 data center, and nearly 8,000 field staff responsible for data collection operations. Including seasonal workers, staff counts can reach up to 22,000. USCB has approximately 4,500 servers and 250 applications that are either physical or virtual.

Currently, the USCB's customers individually consume Software - Infrastructure- and Platform-as-a-Service (SaaS, IaaS, PaaS) from a variety of CSPs including, but not limited to, Amazon Web Services (AWS), Microsoft, Google, and Oracle. Cloud adoption efforts have included the important foundational components and processes put in place to make it easier for systems and applications to be migrated to the Cloud. The USCB has already successfully adopted a 'Cloud First' approach for Decennial, Research & Methodology, Cybersecurity, and Privacy.

The USCB's programs utilize this dispersed computing infrastructure to meet the demands of their mission-critical programs (e.g., Decennial and Economic censuses and Demographic programs). These requirements often create a varying demand cycle on the USCB infrastructure



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that is hard to predict due to the uncertainty of data collection production cycles. This has required the need for an evolving enterprise infrastructure strategy that will maintain pace with changing market dynamics.

The USCB's focus as an agency must no longer be simply to field surveys and censuses and to publish the results, but rather to shift to combining data science with traditional survey methods, elevating and diversifying data products, and placing data at the center of the approach, by accelerating to secure native cloud services. Through such efforts, cloud technologies and secure native cloud services will provide the technical infrastructure and associated services to advance cutting-edge linking of survey, census, and third-party data; modernize data processing; support quality product creation; and promote innovative dissemination to the public.

The USCB has embarked on modernizing its current underlying IT infrastructure, data collection, storage, and processing capabilities to align with mission needs under the Census Acceleration to Secure Cloud (CASC) Initiative. This initiative serves as the framework for change with the implementation of a renewed vision to support the USCB's transformation initiatives through a realistic reexamination and realignment of its core IT functions to maximize its effectiveness using native cloud technologies. The objective is to improve IT service offerings through the shift to a modern, flexible, scalable, efficient, and effective means of utilizing and consuming data in the cloud. The CASC initiative is made up of three pillars:

- **Pillar 1:** Technical support for the Census on-premises data center with the goal of reducing the on-premises footprint over time using native cloud technologies.
- **Pillar 2:** Technical capabilities and services for secure cloud services. This includes supporting ongoing applications using Census cloud capabilities and future applications targeting native cloud services.
- **Pillar 3:** Technical services to assist migration of existing and new applications onto native cloud technologies in a secure, automated, and cost-effective manner. This includes migrating existing applications hosted within the Census on-premises data center to cloud technologies and standing up new applications within cloud environments.

The USCB is in need of a contract vehicle that is structured as a set of individual orders consisting of focused and integrated activities and projects managed in a coordinated way designed to successfully execute the pillars of CASC and modernize the USCB's underlying IT infrastructure.

### C.2 PURPOSE

The purpose of this BPA is to acquire Information Technology (IT) infrastructure operations support services. This includes the necessary support to enable the successful execution of a cloud adoption strategy that will modernize the application landscape, improve security, drive out infrastructure cost inefficiencies by promoting centralization, coordination, and risk management, and position the agency for future improvements through the adoption of a 'Cloud



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Smart' approach. Orders placed against this BPA will provide the necessary technical support for the on-premises data center with the goal of reducing the on-premises footprint using native cloud technologies as well as the technical support services to assist in the migration of existing and new applications onto native cloud technologies within cloud environments in a secure and cost-effective manner. The scope of this BPA includes Operational and Maintenance Support both On-Premises and Cloud, Enterprise Multi-Cloud/Hybrid-Cloud Vision, Integration and Migration Engineering, Cloud Solutions Architecture and Engineering, and Program/BPA Management.

*BPA Objectives:* The USCB intends to leverage industry knowledge and expertise on proven approaches and best practices with the adaptation and implementation of modern computing technologies to meet the following goals:

- Reduce duplication, complexity, and cost of technology while maximizing resilience through an enterprise and service delivery approach to ensure secure and scalable software, platform, and infrastructure services are available to support the USCB mission.
- Promote innovative approaches to transform the way USCB operates and maintains enterprise IT services, applications, and infrastructure to secure native cloud services, including hybrid and multi-cloud services, while also maintaining and reducing legacy on-premise technology, applications, and infrastructure.
- Build upon cyber security and zero trust initiatives by leveraging the capabilities and deployment models available through the cloud to improve overall security and improve privacy posture; thus, empowering the USCB to fully embrace cloud technologies while granting peace of mind that the confidentiality and integrity of its data are intact.
- Creation of a highly available, resilient infrastructure that is reliable, durable, and will operate despite catastrophic failure of pieces of the infrastructure.

### C.3 SCOPE OF WORK

The scope of this BPA includes:

- Comprehensive Data Center, Network, and Cloud Infrastructure Management
- Design, implementation, and maintenance of efficient and secure cloud architectures.
  - Cloud Architecture, where the focus lies on designing and implementing cloud-native solutions, leveraging cloud services, microservices, and containers to enable agility, flexibility, and cost optimization.
- Evaluation and optimization of existing infrastructure, capacity planning, resource provisioning, and monitoring
- Management of various cloud platforms by configuring virtual machines, networking, storage, and security services.



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- Cloud Application Migration involving the assessment, planning, and execution of migrating on-premises applications to the cloud, ensuring seamless integration, data transfer, and post-migration support while considering security, compliance, and regulatory requirements.

### C.4 PERFORMANCE WORK STATEMENT

This Single-Award BPA is structured as a set of individual orders consisting of focused and integrated activities and projects managed in a coordinated way designed to successfully execute the pillars of CASC and modernize the USCB's underlying IT infrastructure. This section describes the technical and support objectives and requirements that shall be performed by the Contractor via the issuance of such orders. The five (5) major Functional Areas include:

- FUNCTIONAL AREA 0001: OPERATIONAL SUPPORT (ON-PREMISES) (C.4.1)
- FUNCTIONAL AREA 0002: ENTERPRISE MULTI-CLOUD/HYBRID-CLOUD VISION (C.4.2)
- FUNCTIONAL AREA 0003: INTEGRATION AND MIGRATION (C.4.3)
- FUNCTIONAL AREA 0004: OPERATIONAL SUPPORT (CLOUD) (C.4.4)
- FUNCTIONAL AREA 0005: PROGRAM MANAGEMENT & BPA MANAGEMENT (C.4.5)

Individual Call Orders may encompass more than one functional area. Functional area details are described in Section C to provide greater insight into the complexity and uniqueness of possible Order requirements covered by this PWS. Specific services and performance requirements will be identified at the order level. Overarching BPA performance standards are included in **Attachment J.4 - Performance Requirements Matrix and Performance Standards**.

#### C.4.1 FUNCTIONAL AREA 0001: OPERATIONAL SUPPORT (ON-PREMISES)

The USCB averages 9,000 Government employees across the Directorates during off-peak processing seasons. During major operational periods such as the Decennial Census releases, the USCB Government employees can number as high as 22,000. The Contractor shall provide operational support services for the USCB's on-premises infrastructure as outlined in this requirement to include server infrastructure management, administration, and systems support, as well as any additional support required to ensure all infrastructure operations continue without disruption. On-Premises operational support includes, but is not limited to, the following:



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| Task Name                                    | Task Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Enterprise and Data Center Management</b> | <p>The Contractor shall be responsible for the management of day-to-day operations, maintenance, and new installations within USCB's On-Premises. Enterprise and Data Center management includes, but is not limited to, the following:</p> <ul style="list-style-type: none"><li>• Installing, upgrading, building, administering, inventory, maintaining, and decommissioning all equipment and software hosted and managed within the physical Data Center to include physical and virtual servers, cabling, tray-systems, cabinets, panels, conduits, and storage devices, at a minimum;</li><li>• Providing production information, guidance, troubleshooting, and support;</li><li>• Monitoring and evaluating performance of all aspects of the infrastructure (e.g., laboratory, testing and production systems);</li><li>• Managing system security from the Operating System (OS) level to the application level to include, but not limited to, patching, scheduling, documentation, coordination, testing, execution, communications;</li><li>• Disposition of purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc., as a result of Data Center to Cloud Migrations; and</li><li>• Automating functions where possible.</li></ul> |
| <b>Enterprise-Infrastructure Monitoring</b>  | <p>The Contractor shall provide-Enterprise Infrastructure Monitoring for the USBC Enterprise Operations Center (EOC). The EOC is open 24 hours a day, 7 days a week, 365 days a year (24/7/365). Enterprise Infrastructure Monitoring includes network, server, and environmental monitoring for the entire USCB including, but not limited to, the Bowie Computer Center, the Computer Rooms at the Suitland Federal Center, the Regional Offices, and the National Processing Center. This monitoring includes basic up/down status, network, and more complex agent-based performance monitoring for servers, storage, switches, routers, appliances, and other devices. Enterprise Infrastructure Monitoring and incident management response services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Collaborate and coordinate with the Government in the formulation, documentation, and implementation of monitoring requirements (e.g., availability, alerting, notification and performance) for all infrastructure components.</li><li>• Ensure all infrastructure components integrate with EOC monitoring tools and dashboards providing a single pane of glass view.</li></ul>                                                                 |



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|                                           | <ul style="list-style-type: none"><li>• Implement, in coordination with the Government, performance-based monitoring strategies for the infrastructure.</li><li>• Ensure conformance with the USCB's Incident Commander Strategy.</li><li>• Cooperation with and or support of additional Operations Centers, such as:<ul style="list-style-type: none"><li>• Network Operations Center (NOC)</li><li>• Security Operations Center (SOC)</li><li>• Emergency Operations Center (EOC)</li></ul></li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Process Development and Management</b> | <p>The Contractor shall provide robust and comprehensive Process Development and Management services to include Configuration Management, Change Management, Release Management, Problem Management. Change management is a critical process that must be effective as well as efficient. The Contractor shall categorize change requests (e.g., routine/fast-track, pre-approved, expedited, and emergency) and work with Census to establish agreed upon change windows. Process Development and Management services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Developing, maintaining, and following formal change, configuration, release, and problem management plans and processes.</li><li>• Documenting technical, security, business operations functions, tools, and resources required for change management.</li><li>• Designing, developing, and implementing processes, strategies, and standards, to include application code management and secure configuration baselines.</li><li>• Documenting requirements for integrated asset and configuration management information systems to include management of hardware and software assets.</li><li>• Developing and maintaining formal configuration management plans.</li><li>• Establishing and maintaining configuration baselines.</li><li>• Recording and reporting configuration items along with attributes and specific configurations including documenting deviations from baseline during design and production.</li><li>• Assessing production configurations against those documented in inventory and against documented baselines.</li><li>• Provide recommendations regarding process improvements in line with industry best practices.</li><li>• Assess and make recommendations based on the risk of proposed changes to the enterprise.</li></ul> |



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|                                               | <ul style="list-style-type: none"><li>• Designing, developing, and implementing problem management processes to identify, analyze, and resolve high-impact and recurring incidents.</li><li>• Conducting after action reports of incidents and problems, including identifying and documenting root cause and improvement actions.</li><li>• Support the Enterprise Change Advisory Board to include all proposed infrastructure changes, data documentation, coordinate meetings, and develop agendas.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Security Management</b>                    | <p>The Contractor shall provide security management services to ensure the infrastructure and applications comply with current Census/Commerce policies and federal requirements for infrastructure initiatives and updates to those policies in the future. Security Management services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Develop and implement a methodology for addressing and mitigating security findings. The methodology shall be configured with the goal of mitigating findings prior to them becoming a Plan of Action &amp; Milestone (POA&amp;M).</li><li>• Regularly scan systems for vulnerabilities and compliance with Risk Management Framework baselines using all required automated scanning tools.</li><li>• Work with the Office of Information Security (OIS) staff and system administrator to review security alerts, findings, and POA&amp;Ms.</li><li>• Work with systems administrators and application support staff to schedule and apply technical remediations in the form of configuration changes and patches as appropriate.</li><li>• Perform new technology Authority to Operate (ATO) work to allow Computer Services Division (CSvD) to add new capabilities to supported environment.</li><li>• Monitor IT security logs.</li><li>• Enforcing and enhancing a secure configuration baseline when building and/or upgrading new systems.</li></ul> |
| <b>Information Technology Lab and Testing</b> | <ul style="list-style-type: none"><li>• The Contractor shall support the management of the Information Technology Lab (ITL), formerly known as the Center for Applied Technology (CAT). The purpose of ITL is to provide capability to test software/hardware capabilities in an isolated lab environment (on-prem/hybrid cloud/or cloud) whereas functions are isolated from the Census production network. The Contractor shall provide the necessary expertise to support the implementation and on-going management of the ITL. Information Technology</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



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|                                              | <p>Lab and Testing Support Services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Develop and obtain Government acceptance of standard guidance and policies for the ITL.</li><li>• Manage operations and provide technical support working directly with Census staff on innovation projects solutions developed as part of the ITL program in furtherance of cloud capability/service development.</li><li>• Coordinate ITL activities, projects, and contractor presentations.</li><li>• Update and implement ITL operating procedures; develop detailed documentation on day-to-day operations, facility management, management of ITL information repositories, procedures for customer service and other procedures.</li><li>• Develop and maintain the ability to securely connect with and use the ITL.</li><li>• Perform Infrastructure integration testing.</li><li>• Design and develop Cloud prototypes and proofs-of-concept based on business area and IT needs on an as-needed basis.</li><li>• Facilitate technology demonstration and interaction.</li><li>• Maintain technical information repository.</li><li>• Support the transition of prototypes to production.</li><li>• Support Application Migration.</li><li>• Support all hardware testing in the ITL relative to the Cloud migration of storage, server, and hardware back up technology.</li></ul> |
| <b>Data Management and Disaster Recovery</b> | <p>The Contractor shall configure, monitor, and provide support for Data Back-up and Recovery, utilizing best practices for the environment. The Contractor shall also address incident and technical support cases regarding Backup/Recovery Operations in on-premises environments. Data Management and Disaster Recovery services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Document and update the Disaster Recovery Plan (DRP), Disaster Recovery Exercise (DRE), CEN16 Network Services and other DR-related documents for review and approval by CSvD management team.</li><li>• Review/update the DRP and CEN16 Network Services documents quarterly (i.e., March, June, September, and December). This aligns with the USCB COOP plan.</li><li>• Disseminate the DRE including standardized formats for test scripts, performance metrics, risk assessment and management, identification and documentation of infrastructure and technical requirements, and layout to</li></ul>                                                                                                                                                                                                                                                                                                                                                                                   |



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|  | <p>establish the platform infrastructure for the DRE at the designated recovery site.</p> <ul style="list-style-type: none"><li>• Support and collaborate with the Disaster Recovery Team (DRT) as needed to accomplish DR-related tasks (e.g. preparing weekly meeting agendas, minutes and action items; documented decisions, project schedules and milestones, issue logs, responsibility assignment matrix, roles and responsibilities, employee/contact rosters, etc.)</li><li>• Execute a Disaster Recovery tabletop exercise (i.e., walking through the plans and roles to ensure integration and collaboration without incurring the costs of executing the actual plan by moving to a new location) on a semi-annual basis to include test scripts as directed by USCB IT leadership team.</li><li>• Execute disaster recovery procedures at the designated recovery site and support the USCB in the event of a real-time disaster and/or Continuity of Operations (COOP) event.</li></ul> |
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**C.4.2 FUNCTIONAL AREA 0002: ENTERPRISE MULTI-CLOUD/HYBRID-CLOUD  
VISION**

The USCB currently operates production workloads in the cloud, primarily hosted in Amazon’s AWS and, to a lesser extent Microsoft Azure, leveraging IaaS, PaaS, and SaaS capabilities. However, this footprint represents only a fraction of the systems that will require migration to the Census Cloud eco-system. It is expected that as the USCB expands its cloud presence, the utilization of other CSPs in the marketplace may increase accordingly.

It is the USCB’s goal to reduce its on-premises footprint over time in alignment with the Census-wide Secure Cloud Framework. The purpose of the Census-wide Secure Cloud framework is to define the objectives of the infrastructure modernization effort and the transition from On-Premises to Cloud, establish guidance and best practices, and inform stakeholders ranging from end users to Census and Commerce Executive Leadership. The USCB requires Cloud Solutions Architecture services in order to support the execution and maintenance of a Census-wide Secure Cloud Framework utilizing best practices. This includes the promotion, planning, and execution of innovative approaches to aggressively migrate enterprise IT services, applications, and infrastructure.

Enterprise Cloud Vision support includes, but is not limited to, the following:



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| <u>Task Name</u>                                        | <u>Task Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| Cloud Solutions Architecture and Engineering Management | Cloud Solutions Architecture and Engineering Management services may include, but are not limited to, the following: <ul style="list-style-type: none"><li>• Executing an integrated technical Enterprise Secure Cloud framework and strategy and the associated artifacts. This may include IT architecture development, architecture and standards review, engineering, security, and operational service management.<ul style="list-style-type: none"><li>• Establishing, updating, and maintaining Enterprise Architecture strategies, program policies, standards, methodologies, and procedures and ensuring compliance with all Federal, Department of Commerce, and USCB laws, policies, and standards regarding Enterprise Architecture.</li><li>• Preparing governance process documentation and assisting with the technical governance processes and boards.</li><li>• Project status reporting to multiple audiences from Executive Leadership to end users.</li></ul></li></ul> |
| Enterprise Infrastructure Architecture Design           | Enterprise Infrastructure Architecture Design services may include, but are not limited to, the following: <ul style="list-style-type: none"><li>• Developing and designing Infrastructure Architecture components addressing logistics, supportability, engineering, financial considerations, operational, business processes, and applications including the modernization of existing systems and applications, interoperability, and information sharing.</li><li>• Enterprise Infrastructure Designs may include, but are not limited to, the following:<ul style="list-style-type: none"><li>◦ Logical system blueprint (including infrastructure architecture);</li><li>◦ Datacenter and Capacity plan (including compute, storage, network, and memory);</li><li>◦ Network, Cloud Service, Mobility, and Monitoring Designs.</li></ul></li></ul>                                                                                                                                     |
| Consultation and Continuous Improvement                 | Continual Improvement support services may include, but are not limited to, the following: <ul style="list-style-type: none"><li>• Identifying areas in need of improvement.</li><li>• Participating in such improvement efforts to increase operational efficiencies.</li><li>• Implementing improvements, as required.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



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| Zero Trust Architecture (ZTA) | <p>The USCB is strengthening its cybersecurity posture in accordance with established federal guidelines, such as Executive Order (EO) 14028 (Improving the Nation’s Cybersecurity), by the continuous implementation of a Zero Trust Reference Architecture. As expressed in EO 14028, “The term ‘Zero Trust Architecture’ means a security model, a set of system design principles, and a coordinated cybersecurity and system management strategy based on an acknowledgement that threats exist both inside and outside traditional network boundaries.”</p> <p>The contractor shall ensure that ZTA strategies are considered, designed, implemented, and enforced at each architectural layer in the cloud, on-premises, and at each threat vector. ZTA strategies shall include the use of Software-Defined Wide-Area Network (SD-WAN) to interconnect the USCB’s cloud and on-premises data centers. The contractor shall determine secure access enforcement points, routing, and security policies for access to IT services, CSP service offerings, and Census Bureau statistical data. The contractor shall assemble with the USCB OIS to determine a configuration management solution for ZTA, establish ZTA configuration and change control governing body, and employ ZTA automation strategies.</p> |
| Training                      | <p>The Contractor shall develop training plans, manuals and other training documentation or training aids as required in work orders. The types of training may include but are not limited to presentations, written documents, job shadowing or on-line training. The Contractor shall conduct training of enterprise policies, standards, procedures and governance to federal staff and other contractors. The Contractor shall conduct training for personnel to ensure proper operation, maintenance and testing of systems, applications, and products. The Contractor shall provide training and knowledge transfer to technicians and other federal and Contractor staff with regard to services and associated products delivered under any functional areas described herein. The training shall provide personnel the ability to operate and maintain the product or process in the future. The Contractor shall identify and provide any additional training required by end-users, technicians, or any other</p>                                                                                                                                                                                                                                                                                         |



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|  | staff for implementation, maintenance and use of deliverables as specified in the individual call orders. |
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**C.4.3 FUNCTIONAL AREA 0003: INTEGRATION AND MIGRATION ENGINEERING**

The contractor shall utilize standard Application Rationalization Process best practices to support the USCB in Integration Planning efforts for the enterprise. This includes planning efforts at the application level. Integration and Migration engineering involves the evaluation of the USCB business ecosystem, and architecture, build, testing, and integration of a multi-cloud/hybrid cloud solution. This includes the evaluation and prioritization for each application/system that comprises the USCB Business Ecosystem for cloud migration. The contractor shall work with various stakeholders to develop project phases, milestones, key strategic concepts and considerations, integration and migration priorities, operational drivers, constraints, and dependencies. Integration and Migration Engineering may include tasks such as application inventories, business case analyses, gap analysis, and other assessments as required.

This functional area includes, but is not limited to, the necessary support services for Master Integration and Migration Planning at the enterprise level, Road mapping, Application Rationalization and inventory analysis, Enterprise Cloud Recommendations, Modernizations and Application Specific Migration.

| Task Name                             | Task Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <b>Systems Engineering Management</b> | <p>The Contractor shall provide technical input related to Systems Engineering Management. Systems Engineering Management services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Developing Systems Engineering Management operational documents as specified at the order level which may include:<ul style="list-style-type: none"><li>◦ Step-by-Step Installation Guide</li><li>◦ Configuration Plans</li><li>◦ Validation Plans</li><li>◦ Disposal Plans</li><li>◦ Test Procedures (including high availability and failover tests)</li><li>◦ Operations Documents</li><li>◦ Standard Operating Procedures</li><li>◦ High Availability / Site Reliability</li><li>◦ Break/Fix- Asset Management</li><li>◦ Sanitization</li></ul></li><li>• Establishing Quality Assurance Testing requirements for continued application testing</li><li>• Developing and maintaining a Systems List that details all systems included in the enterprise</li></ul> |



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| <b>Master Integration and Engineering Management (MIEM)</b> | <p>The Contractor shall provide Master Integration and Engineering Management support services. Master Integration and Engineering services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Assisting the USCB in the planning, adoption, and execution of a “Cloud Smart” Strategy which consists:<ul style="list-style-type: none"><li>• Identifying the As-Is state and To-Be states.</li><li>• Developing, implementing, and executing transition plans to migrate from As-Is to the To-Be state.</li><li>• Assisting with the transition from on-prem to the cloud.</li></ul></li><li>• Inventorying the digital environment in support of application rationalization.</li><li>• Enterprise Infrastructure Optimization Planning and Continuous Refinement.</li><li>• Development of a robust and comprehensive Master Integration and Migration Plan</li><li>• Detailed Discovery and Development of Project Specific Migration Plans</li><li>• Developing Systems Engineering Documentation such as system lists, configuration and validation plans, performance and quality assurance testing requirements, step-by-step installation guides, Operations and Maintenance (O&amp;M) Support Requirements, and end of lifecycle planning.</li><li>• Updating Prioritization Categorizations<ul style="list-style-type: none"><li>• Applications that Need to be Refactored for the Cloud</li><li>• Simple COTS Solutions with Existing Cloud Offerings (PaaS and SaaS)</li><li>• Lift and Shiftable COTS Solution</li></ul></li><li>• End of Life Application/Decommissioning</li></ul> |
| <b>DevSecOps Platform and CI/CD Pipeline Management</b>     | <p>The USCB has the unique challenge of conducting the Decennial Census survey (one of the largest mobilizations of the American public), while in parallel support the many dozens of Economic, and Demographic surveys, and day to day operations. The USCB will need to automate, rapidly deploy, and scale its infrastructure, shared services, and support resources to meet these demands. As such, an Enterprise scale DevSecOps model and tooling shall be developed with Continuous Integration/Continuous Delivery (CI/CD) pipelines. The DevSecOps and CI/CD</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



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|  | pipeline model shall ensure the rapid and secure deployment of mission critical systems. The contractor shall build, deploy, and maintain DevSecOps platforms, and CI/CD pipelines. |
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**C.4.4 FUNCTIONAL AREA 0004: OPERATIONAL SUPPORT (CLOUD)**

The contractor shall provide cloud operational support, management, administration, and systems support for the USCB's Cloud environment. This includes the necessary availability requirements to ensure that all operations continue without disruption. Cloud operational support includes, but is not limited to, the following:

| Task Name                          | Task Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <b>Enterprise Cloud Management</b> | <p>The Contractor shall provide the necessary support for the management of day-to-day operations, maintenance, and new deployments within USCB's Cloud Environments. Enterprise Cloud Management may include, but is not limited to, the following:</p> <ul style="list-style-type: none"><li>• Administer, inventory, maintain, and decommission all cloud resources, cloud service accounts, and devices associated with USCB Cloud's Environments, as needed.</li><li>• Provide production information, guidance, troubleshooting, and support.</li><li>• Monitor and evaluate performance of all aspects of the infrastructure (e.g., laboratory, testing, and production systems).</li><li>• Manage system security at the Operating System (OS) level.</li><li>• Automate functions, where possible.</li></ul>                                                                                                                                                              |
| <b>Enterprise Cloud Monitoring</b> | <p>The Contractor shall provide Enterprise Cloud Monitoring for the Enterprise Operations Center (EOC). The EOC is open 24 hours a day, 7 days a week, 365 days a year (24/7/365). Enterprise Cloud Monitoring includes cloud environmental monitoring for all USCB Cloud Environments. This may include basic up/down network monitoring and complex agent-based performance monitoring for cloud resources. Enterprise Cloud Monitoring may include the following:</p> <ul style="list-style-type: none"><li>• Collaborate and coordinate with the Government to determine, document, and implement monitoring requirements (e.g., availability, alerting, and performance) for all cloud resources.</li><li>• Ensure all cloud components integrate with EOC monitoring tools providing a single pane of glass view.</li><li>• Develop and implement performance-based monitoring strategies for the infrastructure.</li><li>• Incident management response services.</li></ul> |



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| <b>Cloud Process Development and Management</b> | <p>The Contractor shall provide robust and comprehensive Cloud Process Development and Management services to include Configuration Management, Change Management, Release Management, and Problem Management.</p> <p>Process Development and Management services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Develop, maintain, and follow formal change, configuration, release, and problem management plans and processes.</li><li>• Document technical, security, business operations functions, tools, and resources</li><li>• Design, develop, and implement processes, strategies, and standards, to include application code management and secure configuration baselines</li><li>• Document requirements for integrated asset and configuration management information systems to include management of hardware and software assets.</li><li>• Develop and maintain formal configuration management plans.</li><li>• Establish and maintain configuration baselines and document deviations.</li><li>• Record and report configuration items, attributes, and specific configurations.</li><li>• Assess production configurations against documented inventory and baselines.</li><li>• Assess and provide recommendations regarding process improvements in line with industry best practices and inconsideration of risk to the enterprise.</li><li>• Design, develop, and implement problem management processes for identifying, analyzing, and resolving high-impact and recurring incidents.</li><li>• Conduct after action reports of incidents and problems, including the identification and documentation of root cause and improvement actions.</li><li>• Support the Enterprise Change Advisory Board for all proposed infrastructure changes to include data documentation, coordination of meetings, and development of agendas.</li><li>• Categorize change requests (e.g., routine/fast-track, pre-approved, expedited, and emergency) and work with Census to establish agreed upon change windows</li></ul> |
| <b>Cloud Security Management</b>                | <p>The Contractor shall provide security management services to ensure applications comply with current, updated, and future USCB and DOC policies and federal requirements for cloud computing initiatives.</p> <p>Security Management Services may include, but are not limited to, the following:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



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|                                                    | <ul style="list-style-type: none"><li>• Develop and implement a methodology for addressing and mitigating security findings. The methodology shall be configured with the goal of mitigating findings prior to them becoming a Plan of Action &amp; Milestone (POA&amp;M).</li><li>• Regularly scan systems for vulnerabilities and compliance with Risk Management Framework baselines using all required automated scanning tools.</li><li>• Work with OIS staff and system administrators to review security alerts, findings, and POA&amp;Ms.</li><li>• Work with systems administrators and application support staff to schedule and apply technical remediations in the form of configuration changes and patches, as appropriate.</li><li>• Perform new technology ATO work to allow CSVD to add new capabilities to supported environment.</li><li>• Monitor IT security logs, as required.</li></ul>     |
| <b>Cloud Financial Management</b>                  | <p>The Contractor shall establish and execute processes to collect, analyze, and identify actual CSP usage and the allocation of costs back to Customers. Financial Management services may include, but are not limited to, the following:</p> <ul style="list-style-type: none"><li>• Establish processes and procedures to consolidate, organize, and present CSP billing data organized by Customer, award (e.g., Order), CLIN, and CSP resource (e.g., Resource Tag), or in a format directed by the Government.</li><li>• Monitor cloud usage and spend for unexpected spikes.</li><li>• Identify alternative resource allocations.</li><li>• Review usage on a monthly basis and analyze for cost saving opportunities.</li><li>• Provide stakeholders (i.e. Customers) with monthly Show back and cost data and provide analysis support including trends, in accordance with Customer requests.</li></ul> |
| <b>Cloud Data Management and Disaster Recovery</b> | <p>The Contractor shall configure, monitor, and provide support for Data Back-up and Recovery utilizing best practices for the environment. The Contractor shall also handle incident and technical support cases regarding Backup/Recovery Operations in a multi-cloud environments. The Contractor is expected to develop Disaster Recovery and backup plans that are customized and implemented as defined by the needs of the system.</p> <p>Data Management and Disaster Recovery services include but are not limited to:</p> <ul style="list-style-type: none"><li>• Document and update the Disaster Recovery Plan (DRP), Disaster Recovery Exercise (DRE), CEN16 Network Services and other DR-related documents for review and approval by CSvD management team.</li></ul>                                                                                                                               |



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|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                     | <ul style="list-style-type: none"><li>• Review/update the DRP and CEN16 Network Services documents. This aligns with the USCB COOP plan.</li><li>• Disseminate the DRE including standardized formats for test scripts, performance metrics, risk assessment and management, identification and documentation of infrastructure and technical requirements, and layout to establish the cloud infrastructure for the DRE at the designated, CSP Managed, recovery site.</li><li>• Support and collaborate with the Disaster Recovery Team (DRT) as needed to accomplish DR-related tasks (e.g. preparing weekly meeting agendas, minutes and action items; document decisions, project schedules and milestones, issue logs, responsibility assignment matrix, roles and responsibilities, employee/contact rosters, etc.)</li><li>• Execute a Disaster Recovery tabletop exercise on a semi-annual basis to include test scripts as directed by USCB IT leadership team.</li><li>• Execute disaster recovery procedures and support the USCB in the event of a real-time disaster and/or Continuity of Operations (COOP) event.</li></ul> |
| <b>Enhance Cloud Operations</b>                     | <p>Currently, the USCB hosts active production workloads in the AWS cloud and its on-premises data center. It is expected that the USCB will host production workloads within additional CSPs over the life of this BPA. The USCB will need to scale its infrastructure and access to cloud through rapid automation strategies and platform engineering. As such, the contractor shall establish a variety of container platforms, which may include Docker, Kubernetes, and supported serverless technologies.</p> <p>The contractor shall collaborate with USCB technologists to support a customer facing self-service cloud portal. Integrate the cloud portal with automation technologies to facilitate on-demand access to the USCB service catalog. Establish a knowledge portal to educate the Census Bureau's stakeholders regarding considerations for their cloud migration strategies (7 R's). Establish a team of a dedicated architectural strategists who shall partner with each stakeholder organization within the USCB to determine a cloud migration plan for each application/system.</p>                           |
| <b>Cloud Concept of Operations (ConOps) Support</b> | <p>The USCB hosts most of its application/system workloads in a traditional on-premises data center at the Bowie Computing Center (BCC). The existing Concept of Operations (ConOps) stratagem reflect this disposition. The Contractor shall modernize a ConOps plan and documentation to align with a multi-cloud/hybrid-cloud model including strategies to onboard new customers, CSP platform services,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



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|  |                                                                                                                                                 |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------|
|  | and technologies, and defining standard intervals and methods for patching, upgrading, scaling, right sizing, and decommissioning of workloads. |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------|

**C.4.5 FUNCTIONAL AREA 0005: PROGRAM AND BPA MANAGEMENT**

*At this time, the Government anticipates the issuance of a call order following BPA award for the overall management of services under this BPA; however, further Program and Project Management tasks may be required in additional Call Orders.*

Overall management of services provided under this BPA is considered a critical function. Data center and cloud migrations are complex and require committed organizational management. Implementation and execution of effective program management reduces the risk of schedule delays and cost overruns, decreases the likelihood and impact of negative risks and issues on the program, and increases communication and information sharing across the USCB, other Contractors, and stakeholders. The program management objectives are focused on tightly monitoring, controlling, and balancing the project tasks in a manner that allows for the successful fulfillment of BPA and Call Order objectives within the schedule, cost, quality, scope, and technical baselines. The Contractor shall be responsible for the centralized and integrated management and coordination of services under this BPA to enable effective, integrated planning, and control mechanisms and tools. Program Management includes all Programmatic and Contractual Management Reporting. The contractor shall collaborate and cooperate with the government and its contractors to achieve the mission of the Census Bureau and successfully complete the work covered by the scope of this BPA and subsequent Call Orders.

**C.4.5.1 PROGRAM TRANSITIONAL PLANNING AND EXECUTION**

Critical to assuming lead program management responsibilities is the successful transition of incoming and outgoing services from the incumbent contractor to the incoming contractor. The Contractor shall lead the effort in supporting the Government with both incoming (at time of award) and outgoing (prior to end) transitional planning and the execution of transitioning support meeting the agreed upon timeline for transition. Transition Support services may include, but are not limited to, the following:

- Review, evaluate, plan, and execute transition of current Contractor support services in coordination with the COR, Technical Point of Contacts (TPoCs), and designated Government personnel;
- Review the repository of existing policies and procedures and historical and current metrics and statistics with current Contractor or Government personnel;
- Update and finalize technical documentation in the repository of security information and transition data to appropriate systems;
- Provide training to Government or incoming Contractor personnel, as required;
- Provide an orientation phase to introduce Government personnel and other users to the Contractor's Team, tools, methodologies, business processes, etc. and vice versa.



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- Provide additional phase-in training as may be required under FAR 52.237-3 Continuity of Services (Jan 1991)

**C.5 STANDARDS, POLICIES, AND PROCESSES**

All services performed under this BPA shall adhere to all current and approved USCB Cybersecurity and IT standards, policies, and procedures, and IT Cybersecurity Industry Best Practices. At a minimum, performance against all issued call orders must be in compliance with the most up to date (as amended) versions of the following:

- National Institute of Standards and Technology (NIST) Risk Management Framework (RMF)
- National Institute of Standards and Technology (NIST) Cyber Resilience Engineering Framework
- National Initiative for Cybersecurity Education (NICE), Cybersecurity Workforce Framework, National Institute of Standards and Technology (NIST) Special Publication 800-181
- Federal Information Security Modernization Act of 2014 (FISMA)
- Clinger-Cohen Act of 1996 also known as the “Information Technology Management Reform Act of 1996”
- Federal Information Technology Acquisition Reform Act (FITARA) of 2014
- Chief Financial Officers Act of 1990 (Public Law 101–576)
- Cyber Supply Chain Management and Transparency Act of 2014
- Federal Information Security Management Act of 2002
- e-Government Act of 2002
- Trade Agreements Act (TAA) of 1979
- Privacy Act of 1974
- Office of Management and Budget (OMB) Circular A-130
- Office of Management and Budget (OMB) Memorandum M-05-24
- Office of Management and Budget (OMB) Memorandum M-06-16
- Office of Management and Budget (OMB) Memorandum M-06-15
- Office of Management and Budget (OMB) Memorandum M-07-16
- Office of Management and Budget (OMB) Memorandum M-07-19
- Office of Management and Budget (OMB) Memorandum M-08-05
- Office of Management and Budget (OMB) Memorandum M-08-21
- Office of Management and Budget (OMB) Memorandum M-09-29
- Office of Management and Budget (OMB) Memorandum M-10-15
- Office of Management and Budget (OMB) Memorandum M-19-17
- Office of Management and Budget (OMB) Memorandum M-19-26
- Office of Management and Budget (OMB) Memorandum M-20-04



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- National Institute of Standards and Technology (NIST) Special Publication 800-18
- National Institute of Standards and Technology (NIST) Special Publication 800-30
- National Institute of Standards and Technology (NIST) Special Publication 800-34
- National Institute of Standards and Technology (NIST) Special Publication 800-37
- National Institute of Standards and Technology (NIST) Special Publication 800-47
- National Institute of Standards and Technology (NIST) Special Publication 800-50
- National Institute of Standards and Technology (NIST) Special Publication 800-53
- National Institute of Standards and Technology (NIST) Special Publication 800-53A
- National Institute of Standards and Technology (NIST) Special Publication 800-60
- National Institute of Standards and Technology (NIST) Special Publication 800-61
- National Institute of Standards and Technology (NIST) Special Publication 800-59
- National Institute of Standards and Technology (NIST) Special Publication 800-81
- National Institute of Standards and Technology (NIST) Special Publication 800-83
- National Institute of Standards and Technology (NIST) Special Publication 800-115
- National Institute of Standards and Technology (NIST) Special Publication 800-137
- National Institute of Standards and Technology (NIST) Special Publication 800-160
- National Institute of Standards and Technology (NIST) Special Publication 800-161
- National Institute of Standards and Technology (NIST) Special Publication 800-171
- National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF)
- National Institute of Standards and Technology (NIST) Interagency Report (NISTIR) 8011, Automation Support for Security Control Assessments (All Volumes)
- Federal Information Processing Standard Publication (FIPS) 140
- Federal Information Processing Standard Publication (FIPS) 199
- Federal Information Processing Standard Publication (FIPS) 200
- Federal Information Processing Standard Publication (FIPS) 201
- Census Bureau IT Security Program Policy
- Census Bureau Information Technology Security Program Policy (ITSPP)
- Census Bureau Privacy Principles
- Department of Commerce Information Technology Security Baseline Policy (ITSBP)
- Department of Commerce Manual of Security Policies and Procedures
- United States Computer Emergency Readiness Team (US-CERT) Federal Incident Notification Guidelines
- Computer Security Act of 1987, Public Law 100-235
- Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) Provisional Authorization to Operate (ATO)
- US Census Bureau Enterprise Architecture Program Policy.
- Enterprise Program Life Cycle (PLC) and Systems Development Life Cycle (SDLC).
- IT Security Program Policy and Required Security Controls for Census Bureau Information Systems.



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- US Census Bureau Policies and Procedures Manual - Physical Security
- Section 508 of the Rehabilitation Act (Available from public sources).
- USCB Survey Lifecycle
- USCB Mission Enabling and Support Functions

The Contractor shall abide by the most recent edition of the relevant NIST Special Publication indicated by the Government in accordance with (IAW)

<https://csrc.nist.gov/CSRC/media/Publications/Shared/documents/NIST-Cybersecurity-Publications.xlsx>.

The Contractor shall provide support in the refinement, evaluation, and assessments of existing Standards and Policies. The Contractor shall provide support in the development of new Standards and Policies, as needed, to address new Government regulations.

#### **C.6 PERSONNEL/STAFFING**

This BPA and orders issued against it require a broad range of capabilities. The contractor shall be responsible for employing qualified personnel to perform the required services consistent with the Labor Category descriptions provided in **Attachment J.2 – BPA Rate Card**. All personnel shall be fully trained and ready for the task which they are performing. Contractor personnel must, at a minimum, have relevant experience and expertise in the fields outlined in this BPA, as well as excellent written and oral communications skills.

Call Orders may include specific qualifications, certifications, and training that the Government has deemed suitable for successful performance.

The contractor shall comply with all security requirements in Section H. Individual Call Orders may include more restrictive citizenship requirements for contractor personnel.

The contractor shall acquire replacement personnel, notify the Government of the staff selection(s) and submit replacement personnel for security processing within 30 calendar days of contractor staff departure. If questions arise that the contractor is using other than qualified personnel, the COR may request the contractor to provide evidence that personnel possess the proper qualifications, certifications, skills, experience, and education.

The contractor must ensure that applicants submitted for security clearance provide fully completed applications by the requested deadlines. The contractor shall implement staffing procedures which account for the Federal Government's requirements for on-boarding contractor staff. Applicants shall be pre-vetted by the contractor to ensure suitability to pass security clearance.

All contractors must take all current annual training within 30 days of notification. This includes, but is not limited to, Data Stewardship Awareness, No Fear Training, Title 26 Awareness, Section 508, DOC Active Shooter Training, Census Records Management Training Curriculum, CBS ISCP, SDLC Training, NCHS, and any others that might be required. The contractor shall



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provide the COR with a certificate of completion.

**C.6.1 CONTINUING EDUCATION**

It is expected that the contractor shall ensure continuing education opportunities for its staff. This education and the skills acquired should be directly associated and precisely in line with the technologies and practices currently utilized and technology proposed to be used for USCB. Actual course costs and time allocated for the contractor personnel are solely the responsibility of the contractor.

**(End of Section C)**



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**SECTION D - PACKAGING AND MARKING**

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

All postage and fees related to the submission of information, including forms, reports, etc. to the Contracting Officer, the COR, or the person(s) designated to receive, shall be the responsibility of the Contractor.

**D.2 PACKING FOR DOMESTIC SHIPMENT**

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

**D.3 MARKING DELIVERABLES**

The BPA and Order number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the BPA/Order, except for reports.

Mark deliverables for: (unless otherwise specified at the Order Level)

Contracting Officer's Representative  
U.S. Census Bureau  
4600 Silver Hill Road  
Suitland, MD 20746  
Phone: Please see section G.2.1  
Email: Please see section G.2.1

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

**(End of Section D)**



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**SECTION E - INSPECTION AND ACCEPTANCE**

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

(a) The Contracting Officer Representative or their designee will accept supplies and services to be provided under this BPA and all issued orders.

(b) The place of acceptance will be:

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

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

The Government's designated Contracting Officer Representative (COR) will accomplish inspection and acceptance of all items and services under this BPA and orders. The COR will inspect and be responsible for, the review and acceptance of all deliverables under the BPA and orders. Acceptance testing will be specified, if required.

The stated objectives in BPA **Attachment J.4 – Performance Requirements Matrix and Performance Standards**, and in the Performance Requirements Matrices developed at the Order level, shall be met or exceeded by the contractor. Exceptions to the standards at the BPA level will be specified at the Order level when applicable. To ensure that the minimum performance levels are met, the COR or his/her designee will monitor performance and review the required status reports. Any deviations from the stated objectives must be fully documented and explained by the contractor.

It is the Government's intent to, at minimum, conduct monthly performance evaluations for each period of performance of an Order. Spot and unscheduled inspections may also be performed. The COR or his/her designee will do a final evaluation at the completion of the Order.

**Attachment J.5 – Quality Assurance Surveillance Plan** shall apply to all awarded Orders.

**E.3 GOVERNMENT CONTRACT QUALITY ASSURANCE**

Notwithstanding the requirements in Subsection E.2 above, and as applicable under executed FAR clauses 52.246-6 – Inspection Time-and-Material and 52.246-4 Inspection of Services-Fixed Price, quality assurance under this BPA will be performed in accordance with **Attachment J.5 - Quality Assurance Surveillance Plan**.

**(End of Section E)**

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 CAR 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)**

- a) The base period of performance of this Blanket Purchase Agreement is 12-months from Date of Award through September 14, 2025.
- b) The option periods that may be exercised are as follows:
  - Option Period 1: September 15, 2025 through September 14, 2026
  - Option Period 2: September 15, 2026 through September 14, 2027
  - Option Period 3: September 15, 2027 through September 14, 2028
  - Option Period 4: September 15, 2028 through September 14, 2029\*
- c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of clause)

*\*Each Period of Performance under this BPA is 12-months. Contractors are put on notice that the date of award and subsequent start and end dates of each period of performance are subject to change prior to award of the BPA if award is made before or after the anticipated award date of September 15, 2024. The total life-cycle period of performance if all available option periods are exercised will remain unchanged at 60-months.*

**F.1.1 EXERCISE OF OPTIONAL PERIODS OF PERFORMANCE**

The option periods included in the BPA and subsequent Orders will only be exercised if the contractor's Master GSA MAS FSS contract remains in full force and effect.

The Government reserves the right to unilaterally exercise any optional Periods of Performance based on the Contractor's successful completion and submission of contract deliverables/work products. The Government will issue written notification of its intent to exercise an optional Period of Performance in accordance with the FAR 52.217-9.

Call Orders issued against this BPA may also include an Optional Extension of Services pursuant to FAR 52.217-8.

**F.2 PLACE OF PERFORMANCE AND REMOTE ACCESS CLAUSE**

Place of Performance will be dictated at the order level. Services performed under this BPA may be performed at the USCB located at 4600 Silver Hill Road, Suitland, MD, 20746 and/or at the Bowie Data Center located at 17101 Belford Drive, Bowie, MD 20716. Services may be performed at other Census Bureau facilities and remote locations not directly managed by the Census Bureau only with approval of the COR, and subject to any other approvals as required by Census Bureau policy and described below.



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**REGIONAL OFFICES ADDRESSES & CONTACT INFORMATION**

| <b>Code No.</b>      | <b>Address</b>                                                                                             | <b>Code No.</b>        | <b>Address</b>                                                                                           |
|----------------------|------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------|
| New York<br>2200     | U.S. Census Bureau<br>25 Broadway, 5th Floor<br>New York, NY 10004-1091                                    | Atlanta<br>2900        | U.S. Census Bureau<br>285 Peachtree Center Ave<br>NE, Suite 300<br>Marquis II Tower<br>Atlanta, GA 30303 |
| Philadelphia<br>2300 | U.S. Census Bureau<br>DOW Building<br>100 S. Independence<br>Mall W., Suite 410,<br>Philadelphia, PA 19106 | Denver<br>3100         | U.S. Census Bureau<br>6950 W Jefferson Ave Suite<br>250<br>Lakewood, CO 80235                            |
| Chicago<br>2500      | U.S Census Bureau<br>1111 W. 22nd Street,<br>Suite 400 Oak Brook,<br>IL 60523-1918                         | Los<br>Angeles<br>3200 | U.S. Census Bureau<br>2300 W Empire Ave Ste 300<br>Burbank, CA 91504                                     |

**National Processing Center Contact information (NPC)**

| <b>Code No.</b>                       | <b>Address</b>                                                                                          |
|---------------------------------------|---------------------------------------------------------------------------------------------------------|
| National<br>Processing Center<br>0052 | U.S. Census Bureau<br>25 Broadway, 5th Floor<br>New York, NY 10004-1091                                 |
| Tucson Contact<br>Center              | U.S. Census Bureau<br>Tucson Contact Center (TCC) 201<br>N. Bonita Avenue Ste 251<br>Tucson, AZ 85745   |
| Jeffersonville<br>Contact Center      | U.S. Census Bureau<br>Jeffersonville Contact Center (JCC)<br>1201 E 10th St<br>Jeffersonville, IN 47132 |

**Notice:** The USCB requires security review and clearance of employees in order to gain access to USCB facilities. All contractor staff must be U.S. Citizens in order to be cleared to enter the USCB Data Center.

**Remote Access Clause**

At the order level, the COR may authorize the performance of services under this BPA at facilities not managed by the Census Bureau provided those services do not involve access to or use of: Census Bureau data protected under Title 13 U.S.C.; Federal Tax Information protected under Title 26. U.S.C.; any system that stores or processes data protected under Title 13 or Title 26; or the Census Bureau's corporate information technology (IT) network. Contractors are, at all times, prohibited from accessing any of these data or assets from non-authorized locations.

The COR may authorize performance of services under this BPA and issued Orders (including services that require electronic access to information protected by Title 13 U.S.C. and if authorized by the Internal Revenue Service information protected by Title 26 U.S.C.) at the contractor's individual place of residence. To facilitate performance of these services, access to Census Bureau IT resources may, subject to Division or Office Chief approval and as determined necessary at the Order level, be granted via a Virtual Private Network (VPN) enabled Census Bureau-issued Laptop or through the Virtual Desktop Infrastructure (VDI).

Except as described above, the performance of any services at locations not managed by the Census Bureau that involve access to or use of: data protected under Title 13 U.S.C.; Federal Tax Information protected under Title 26 U.S.C.; any system that stores or processes data protected by Title 13 or Title 26; or the Census Bureau's corporate IT network may be subject to the following additional approvals:

Review and approval of the physical security controls at the remote location by the Census Bureau's Office of Security. This review may include an on-site inspection.

Review and approval of the IT security controls in place at the remote location by the Census Bureau's Office of Information Security. This review may involve the authorization of any systems that will handle and process the Census Bureau's data, or that will connect to the Census Bureau's network.

Review and approval by the Internal Revenue Service if the services to be performed involve access to or use of Federal Tax Information protected under Title 26 U.S.C.

Review and approval by the Census Bureau's Policy Coordination Office and/or Data Stewardship Executive Policy Committee.

Contractors are not authorized to work remotely with Federal Tax Information (FTI) protected by Title 26 U.S.C. unless executed by federal government contingency planning due to uncertain events and approval from the Internal Revenue Service (IRS). If allowed to work remotely with FTI, each vendor contract must contain language for safeguarding federal tax information as mentioned in IRS Publication 1075, Exhibit 7 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>).

Contractors shall only perform services for the Census Bureau from approved locations. If authorized to work remotely, contractors must still adhere to all applicable Census Bureau Data Stewardship and IT Security Policies and complete all required training. The COR is responsible for ensuring the required training is completed for every contractor authorized to work remotely, and the contractor's access to Census Bureau IT resources and data assets will be terminated for non-compliance.

### F.3 HOURS OF OPERATION

The following guidelines apply to the general hours of operation. Work hours and normal entry into the USCB's HQ are from 6:00 AM to 7:00 PM EST Monday - Friday (except for Federal Holidays). Access to the Census Bureau headquarters after hours and to other facilities may be required at the order level. Such access requires additional security authorization and approval from the COR and CO. Hours of Operation and Access to other USCB Remote Facilities may vary from HQ. Exceptions or changes to the above hours of operation may be required in support of individual Orders, and as approved by the COR.

### F.4 FEDERAL HOLIDAYS

(a) Following are the annual federal holidays:

|                               |                             |
|-------------------------------|-----------------------------|
| New Year's Day                | 1 January                   |
| Martin Luther King's Birthday | Third Monday in January     |
| President's Day               | Third Monday in February    |
| Memorial Day                  | Last Monday in May          |
| Juneteenth                    | 19 June                     |
| Independence Day              | 4 July                      |
| Labor Day                     | First Monday in September   |
| Columbus Day                  | Second Monday in October    |
| Veterans Day                  | 11 November                 |
| Thanksgiving Day              | Fourth Thursday in November |
| Christmas Day                 | 25 December                 |

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

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

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

(d) When the Government grants excused absence to its employees (example: office closing due to inclement weather), on-site Contractor personnel may be dismissed by the Contractor at its discretion. However, such a dismissal will not be an excuse to change

any service or delivery requirements under the BPA or issued Orders.

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

## F.5 DELIVERABLES AND WORK PRODUCTS

NOTE: FAR 52.249-14 Excusable Delays (APR 1984)

In performance of the requirements described in individual Orders, at a minimum the contractor **shall** provide the written deliverable items (including work products) as described within this BPA in addition to any deliverables (or work products) defined within individual Orders themselves.

All deliverables and work products shall be submitted to the COR/ACOR for inspection, review, and acceptance by the due date. Required deliverables or work products will be described in depth for each individual Order issued under the BPA.

## F.6 DELIVERABLES AND WORK PRODUCTS

Deliverables and Work products may be included, as necessary, in Call Orders and will provide a tangible methodology for capturing and reporting critical information related to specific requirements or technical direction. Deliverables and work products are considered an inherent part of the contractor's roles and responsibilities under this BPA and each Call Order.

The following chart provides a list of deliverables and work products required at the BPA and Order levels. Please note that individual orders may require additional deliverables and work products specific to the nature of the scope and requirements of the order.

*Note: At this time, the USCB anticipates the issuance of a call order that will serve as the conductor and will orchestrate the execution of the infrastructure operations and modernization objectives by tightly monitoring, controlling, and balancing the projects' tasks within the schedule, cost, quality, scope, and technical baseline across call orders. It is anticipated that the call order will provide for such overall management of services and support provided under this BPA to include the delivery of BPA Deliverables identified in the table below.*

| Reference | Deliverable/Work Product                     | Due Date                                                                                                                                                                                                                                                                          |
|-----------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.6.1.1   | Kick-Off Meeting                             | BPA - Not later than 5 business days after BPA award.<br>Orders – Not later than 5 business days after Order award.                                                                                                                                                               |
| F.6.1.2   | Ad-Hoc Meetings                              | As required.                                                                                                                                                                                                                                                                      |
| F.6.1.3   | BPA Management Plan                          | Initial Delivery with quote (See Section L.7.1 <i>Volume 2 Factor 2 Technical Approach</i> ).<br><br>Redelivery within 10 business days before each option period expires.<br><br><i>This is a living document and is required to be updated as necessary as changes occur.</i>   |
| F.6.1.4   | Quality Control Plan                         | Within 60 days of BPA award or prior to issuance of the first Call Order against the BPA.<br><br>Reviewed and Updated in accordance with frequency noted in Section F.6.1.4.<br><br><i>This is a living document and is required to be updated as necessary as changes occur.</i> |
| F.6.1.5   | Call Order Management Plan                   | With Call Order Quote; Updated as required.                                                                                                                                                                                                                                       |
| F.6.1.6   | BPA and Order Weekly Status Updates/Meetings | If requested, As requested.                                                                                                                                                                                                                                                       |
| F.6.1.7   | Call Order Monthly Status Report             | The 15th day of each month for the previous month's activities                                                                                                                                                                                                                    |
| F.6.1.8   | BPA Monthly Integrated Status Report         | If requested, the 15th day of each month for the previous month's activities                                                                                                                                                                                                      |
| F.6.1.9   | Quarterly Review Meeting                     | If requested, As requested.                                                                                                                                                                                                                                                       |

#### **F.6.1 DELIVERABLES AND WORK PRODUCT DESCRIPTION**

This section describes the content necessary for the deliverables and work products required above.

**F.6.1.1 KICK OFF MEETING, AGENDA, AND MATERIALS**

The Contractor shall conduct a Kick-off Meeting within five (5) business days of BPA/Call Order award with the Government at a time/date/location determined by the Government. Within one (1) day prior to the Kick-Off Meeting, the contractor shall provide an agenda and necessary meeting materials. The purpose of the kick-off meeting is to introduce the major participants for the Contractor; communicate the background, scope, and schedule; ensure a common understanding of the BPA/Call Order and all obligations and responsibilities of the Contractor and the Government; review the activities required to initiate and manage the BPA/Call Order; and inform the Team of necessary administrative items. Within three (3) business days following the kick-off meeting, the Contractor shall provide the Government with minutes and action items list from the meeting.

**F.6.1.2 AD HOC MEETINGS**

The contractor shall prepare materials for and participate in status meetings at a frequency/date/time and method agreed upon by the contractor and the COR when required. Status meetings may be in-person, teleconference, or online as agreed upon between the contractor and the COR. The contractor shall ensure the contractor personnel with knowledge of the topics are in attendance to address questions from the USCB.

**F.6.1.3 BPA MANAGEMENT PLAN**

The contractor **shall** develop, deliver, maintain, and adhere to a BPA Management Plan that **shall** describe the management strategy, approach, controls, processes, and efforts that will be utilized to effectively organize and manage all work required under this BPA for its entirety. The contractor and the COR/TPoC shall mutually agree upon the final content and format of the plan. The BPA Management Plan shall be considered a living document and shall be changed or updated as needed. At a minimum, the BPA Management Plan must include:

- Identify and detail the Contractor's proposed Team (Prime/sub-Contractors/Teaming Arrangements (Contractor Teaming Arrangement/Joint Venture), if applicable).
- Establish the contractor's organization structure, leadership, roles, responsibilities, and internal reporting relationships, as it relates to the overall program management under the BPA.
- Establish program and project management procedures and policies that will be followed uniformly across all orders to include controls and processes that will be utilized to consistently and effectively organize and manage work required for all orders.
- Establish procedures for tracking all orders issued under this BPA to ensure integration between projects and alignment to the overall objectives, schedules, and milestones. This shall include established reporting requirements and reporting mechanisms.
- Approach and procedures for communicating, integrating, and interfacing the

Contractor's Team with other USCB Contractors, CSVD, federal personnel, leadership, and business partners.

- BPA-Level Risk/Issue Register including, but not limited to, the areas of program management, technical performance, staffing, and funding. The register shall identify risks along with probability and impact rating for each risk, mitigation strategies, and contingency plans.
- Address teaming arrangements, **if applicable**, to include policies and procedures on its sub-Contractor(s), JV, and/or Teaming Arrangements, in addition to:
  - Documentation of the relationship with sub-Contractor(s)/JV/CTA Team and methods by which the Prime Contractor or Lead/Members will ensure the production of quality deliverables from teaming arrangements govern program planning, coordination, and resource management;
  - Details regarding qualifications, program responsibilities, and plans with regard to allocated percentage of total program effort;
  - Approaches, processes, and task area responsibilities to be fulfilled by sub-contractor/teaming arrangement/JV members;
  - Lines of authority and communication, and assignment and reporting procedures.

#### F.6.1.4 QUALITY CONTROL PLAN

The Contractor shall develop, deliver, maintain, and adhere to a Quality Control Plan (QCP) to ensure prior to delivery that deliverables/work products will meet the requirements of the BPA and all issued Orders. The Contractor's QCP provides the methodology the Contractor will use to assure services, including deliverables/work products are satisfactorily (as a minimum) provided. The measures identified in the Contractor's QCP shall relate to the USCB's measures identified in the Quality Assurance Surveillance Plan (QASP) and BPA-level and Call Order-level Performance Requirements Matrix and Performance Standards. The Contractor's QCP applies to all orders issued against this BPA and shall consist of the following information:

- A description of the Contractor's performance parameters including indicators, metrics, and baselines for services, deliverables, and work products provided under orders. The Contractor shall map performance parameters to the Government's Performance Requirements and Quality Standards.
- The minimum quality standards, performance indicators, indices, and metrics to be used to include a description of the quantifiable Acceptable Level of Performance for each Performance Standard;
- A description of the review/audit process, its documentation, methods of internal review and surveillance, identification of staff position(s) performing the reviews, the process for accomplishing surveillance, and the frequency of the reviews;

- A description of the approach and procedures for communication with the Government; handling corrective actions; and identifying and implementing potential improvements to the program services. This shall include details regarding the frequency of communication, the stakeholder roles/responsibilities/contact information, and the escalation process.

The Contractor shall review and update, if required, the Quality Control Plan following the issuance of each order against the BPA to ensure alignment with all order-level performance requirements and standards. The Contractor shall conduct and document quality control lessons learned each year including areas for improvement, process improvements, and resolutions. The Contractor shall provide to the Government which lessons learned are addressed when the yearly update to the Quality Control Plan is delivered.

#### **F.6.1.5 CALL ORDER MANAGEMENT PLAN**

The Contractor shall develop, deliver, maintain, and adhere to a Call Order Management Plan that shall describe the management strategy, controls, and processes that will be utilized to effectively organize and manage all work required under the order. A Call Order Management Plan shall be submitted as part of the Contractor's Call Order quote. The Call Order Management Plan shall be considered a living document and can be changed or updated upon agreement between the COR and the Contractor. At a minimum, the Call Order Management Plan shall:

- Detail the contractor's team and Points of Contact.
- Establish the contractor's organization, roles, and responsibilities of personnel, and internal reporting relationships.
- Establish specific call order management procedures including processes for tracking in terms of deliverables/work products and cost.
- Establish call order specific reporting requirements and mechanisms.
- Establish and document comprehensive activity schedules and milestones.
- Provide a summary of the performance metrics and baselines, if different from the provided QCP.
- Procedures for communicating with the Government, handling corrective actions, and identifying and implementing potential improvements.
- Provide a description of the process for accomplishing surveillance of performance on the specific order, its documentation, methods of internal review, identification of staff position(s) performing the reviews, and the frequency of the reviews;
- Detail the process for submitting deliverables and work products to the Government to include review and approval processes, as well as delivery and final products;
- Call Order Risk/Issue Register including, but not limited to, the areas of program management, technical performance, staffing, and funding. The register shall identify risks along with probability and impact rating for each risk, mitigation strategies, and contingency plans.

- Order-specific Teaming/Sub-Contracting Arrangements (if applicable) - The contractor shall include information on its proposed team/sub-contractors to include:
  - Details regarding qualifications, program responsibilities, and plans with regard to allocated percentage of total call order effort;
  - Approaches, processes, and responsibilities for subcontractor(s);
  - Teaming/Sub-contractor management approach defining the lines of authority and assignment/reporting procedures for the order.
- Explanation of process undertaken for assigning individuals and/or teams of contractor staff to the tasks.
- Explanation of the process undertaken to ensure proposed employees staffed in each labor category meeting the specific qualifications and have the requisite skills for the position, and their recruiting and staffing processes for filling vacant positions as personnel leave the Call Order, including their retention strategy, reach back strategy, and process for communicating with the Government and personnel changes.

#### **F.6.1.6 BPA AND CALL ORDER WEEKLY STATUS UPDATES & MEETINGS**

The Government requires weekly status updates and meetings at both the BPA-level and Call Order-level. The topics discussed in the weekly status updates/meetings will include a status of the work activities, accomplishments, issues and resolutions, and any other topics of significance to report. The contractor shall ensure the contractors with knowledge of the topics are in attendance to address questions from the USCB.

As an agenda for the weekly status updates/meetings, a written weekly status update shall be provided one (1) business day prior to the weekly status updates/meetings. The contractor's written weekly status updates shall be concise and at a minimum include the following information:

- a. The BPA and applicable Call Order Number(s) and reporting period(s).
- b. Issued Call Order name(s) (if applicable).
- c. A summary of the work in the following format.
  - i. A narrative review of work accomplishments and/or significant events for the week.
  - ii. Problems and solutions (to include impacts on quality, schedule, and cost and proposed solutions). This may include a current Risk/Issue Register.
  - iii. Major activities planned for the next week.
- d. Call Order Funding Summary including:
  - i. Planned Value versus Actual Costs (weekly, monthly, and cumulative) along with discussions of variances that exceed 10%. A graph depicting the information is required.
  - ii. Indication of obligated funds remaining for the Call Order(s).
  - iii. Forecasted financial information.

- e. Address any additional open items and topics.

The content requirements of the weekly status updates and meetings may be tailored and modified as needed and agreed upon by the Government and Contractor after award.

Within two (2) business days after the Weekly Status Updates/Meetings, the contractor shall submit the meeting minutes from the Weekly Status Updates/Meetings.

**F.6.1.7 CALL ORDER MONTHLY STATUS REPORT**

The Contractor shall submit, on a monthly basis throughout the life of the Order, a written Monthly Status Report. The Contractor's monthly status report shall be concise and at a minimum include the following information:

- a. The Order Name, Number, and reporting period.
- b. A summary of the work in the following format:
  - i. A narrative review of work accomplishments and/or significant events for the month.
  - ii. Problems and solutions (to include impacts on quality, schedule, cost, and proposed solutions).
  - iii. Percent of work completed toward interim or final deliverables/work products and estimates of time/cost to complete deliverables/work products.
  - iv. Status of Open Actions and major activities planned for the next month including a schedule, as applicable.
- c. Discussion of any schedule variances (reasons for variance between planned versus actual progress, etc.)
- d. Updated Call Order Risk Register identifying all potential risks along with probability and impact rating for each risk and contingency plans for, but not limited to, the areas of program management, technical performance, staffing, and funding.
- e. Security issues, security risks, mitigation activities and/or plans, as applicable.
- g. Summary percentage for each sub-Contractor/partner by business size for the cumulative work performed.
- g. Current Responsibility Assignment Matrix/Work Breakdown Structure (See F.below)
- h. Financial Reporting Information including:
  - i. Cumulative Weekly Call Order Funding Report.
  - ii. Planned Value versus Actual Costs (monthly and cumulative) along with discussions of variances that exceed 10%.
  - iii. Obligated Funds remaining on the Order.
  - iv. Forecasted financial information.

The Contractor and the Government shall jointly determine the full contents of the report at the order level. The COR may request additional information for the Monthly Status Report at the order level tailored toward the scope and requirements of the order. The contractor may propose a format for the Monthly Status Report to encourage standardization across orders.

On a monthly basis, following the submission of the monthly status report, the Contractor, in coordination with the COR, shall hold a Monthly Program Management Meeting. The topics discussed in the monthly program management meeting may include topics of significance to report from the Monthly Status Report. Attendees required for the monthly program management meetings will be determined on an as needed basis.

*Responsibility Assignment Matrix/Work Breakdown Structure*

The Responsibility assignment Matrix/Work Breakdown Structure shall be considered a living document and may be changed or updated upon agreement between the COR and the Contractor. The contractor and the COR shall mutually agree upon the final content and format of the plan at the order level. At a minimum, the Contractor shall graphically link the Functional and/or Task areas to the Contractor personnel performing them and the percentage of time performing such activities. This matrix shall show the level of responsibility that each Contractor personnel has over the requirements. The Responsibility Assignment Matrix/WBS shall be updated on a monthly basis and included in the Call Order Monthly Status Report.

**F.6.1.8 MONTHLY INTEGRATED BPA STATUS REPORT**

A Monthly Integrated BPA Status Report will include the compilation and consolidation of information provided in each Call Order Monthly Status Report reflecting the overall program status against BPA objectives and include at a high level the following information:

- a. The BPA Number and reporting period.
- b. A bulleted list of combined call order work accomplishments and/or significant events for the month.
- c. Notable problems and solutions (to include impacts on quality, schedule and cost and proposed solutions and CSvD non-compliance events).
- d. Major activities planned for the next month.
- e. Consolidated BPA-level Risk/Issue Register summarizing risks identified under issued orders.
- f. BPA-level Financial Reporting Information. This shall also include, at a minimum, the Planned Value versus Actual Costs (monthly and cumulative) by call order for all issued call orders against Call Order and BPA value, along with discussions of variances that exceed 10%.

The Contractor and the Government shall jointly determine the full contents of the report following award.

**F.6.1.9 QUARTERLY REVIEW MEETING**

To facilitate overall management, the Contractor shall coordinate and lead a meeting with the COR, TPoCs, PM, Technical Team, and other personnel deemed necessary, quarterly to review the status of the Program and Project. The Contractor shall coordinate the agenda for the quarterly coordination meeting with the designated federal personnel including the COR at least five (5) business days prior to the scheduled meeting date and provide both hard and softcopies of the presentation. At a minimum, the Contractor shall directly address the following:

- Comprehensive status review of the Program and Project activities;
- Priorities with respect to in-progress and pending work;

- Issues requiring CSvD management attention;
- Quality and performance issues and planned corrective actions (as needed);
- Pending notable personnel changes; and,
- Contractor understanding of CSvD plans for current and future work requirements.

The Contractor shall document the results of the quarterly coordination meeting in the subsequent written Monthly Integrated BPA Status Report and specifically document all direction received and, open action items and schedule, active issues and resolution plans, and other agreements.

The Government reserves the right to increase or decrease the frequency in accordance with the program needs. Quarterly Review Meetings may be required for the BPA as well as any issued Orders, if required.

#### F.6.2 ACCEPTANCE CRITERIA AND QUALITY STANDARDS

The Government will work with the Contractor to define any specific quality standards for each work product and/or deliverable produced, if different than Quality Standards outlined in this section and in **Attachment J.4 – Performance Requirements Matrix and Performance Standards, Attachment J.5 – Quality Assurance Surveillance Plan**, and the **Contractor’s final approved Quality Control Plan**. For any documents, the Government expects them to be timely, thorough, and accurate. The Contractor shall provide work products and/or deliverables within the acceptance criteria and quality measures identified below:

- **Adherence to Requirements** - Work products and/or deliverables shall adhere to the requirements in the BPA and issued order.
- **Accuracy** – Work products and/or deliverables shall be free from errors and mistakes; and be developed in accordance with applicable laws, regulations, policies, and procedures.
- **Completeness** – Work products and/or deliverables shall have all parts or elements adhering to the requirements in the BPA and issued order and the Census Bureau and Department of Commerce standards, guides, or templates.
- **Clarity** – Work products/deliverables shall be easy to understand.
- **Timeliness** – Work products/deliverables shall be available at the time required and generated on or before specified and mutually agreed to due dates or in accordance with a later mutually agreed to scheduled date.
- **Format** – Work products/deliverables shall be submitted in hard and/or soft copy, as agreed by the contractor and USCB. Both hard and soft copy formats shall follow specified guidance, directives, and/or policies.

**F.6.3 REVIEW AND ACCEPTANCE – DELIVERABLES AND WORK PRODUCTS**

Deliverables and/or work products shall be submitted to the COR **and** any designated Technical Point of Contacts (TPOCs) for inspection, review, and/or acceptance. Final acceptance will occur upon COR signature.

After the delivery of a document, the Government will review the deliverable/work product and provide the contractor timely with a list of any required revisions and/or corrections. If revisions and/or corrections are required, the Contractor then will have an agreed upon duration to make these corrections and re-deliver the deliverable/work product to the Government. However, the contractor is encouraged to review drafts of deliverables/work products with the COR or the COR's designee, reducing the likelihood that the deliverable/work product will be found deficient, and therefore reducing re-work for all parties.

In the event of rejection of any deliverables/work products, the contractor will be notified in writing by the COR of the specific reasons why the deliverable/work product is unacceptable. The contractor must return revised deliverable/work product to the COR within five (5) business days of the rejection notice unless otherwise directed by the COR.

**After acceptance, all deliverables and their associated exclusive rights become the property of the Government** and the Contractor (for no additional charge) shall remove any/all company identifiable marks on documentation, upon request by the COR.

The contractor shall provide deliverables that are compliant with statutory Section 508 of the Rehabilitation Act of 1973 (found at 29 U.S.C. 794d) to ensure that end users with disabilities have access to and use of information and data that is comparable to that provided to others. The statutory language of section 508 can be found at [www.section508.gov](http://www.section508.gov).

Any deviations or additional information regarding deliverable/work product Review and Acceptance will be specified at the order-level.

**F.6.4 METHOD OF DELIVERY**

Deliverables and Work Products **shall** be provided electronically whenever possible or in a manner agreed upon by the COR or the COR's designee. If electronic delivery is not possible, deliverables shall be provided as hard copies to the COR or the COR's designee. Electronic and hard copy delivery **shall** be submitted in Microsoft (MS) Word, MS Project and/or MS Excel format unless the Government requests a different format (e.g., PDF).

**F.7 SPECIAL INSTRUCTIONS**

The contractor shall agree that upon termination of an Order or end of the BPA, the contractor shall have no property or possessive right to any of the correspondence, files or materials of whatever kind or description, or any copies or duplicates of such, whether developed or prepared by them or furnished to them by the Government in connection with the performance of the BPA/Order and that, upon demand, they shall surrender immediately to the Government such

items, matters, materials and copies.

In addition to the provisions, terms, and conditions relating to the deliverables/work products stated in this BPA and all issued orders (including hardware, software, and algorithmic code), the United States Government has rights set forth in FAR 52.227-17 Rights in Data--Special Works and FAR 52.227-14 Rights in Data-General.

#### **F.7.1 DATA RIGHTS AND USAGE**

The contractor shall deliver data sources and work products to the Census Bureau with unlimited usage rights in perpetuity. The Census Bureau may use the data sources or work products for future research projects as well as to publish research results or findings in professional journals or in presentations.

*All work products/deliverables and their associated exclusive rights become the property of the Government.*

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

In the event the contractor anticipates that it will not meet the schedule as specified in the Deliverables listing and/or performance requirements identified in the BPA or issued Orders, the contractor shall immediately notify the Contracting Officer, and the Contracting Officer's Representative (COR) orally and in writing giving pertinent rationale and proposed corrective action(s) and adequate consideration. This data shall not be construed as a waiver by the Government of any of its rights or remedies available under the BPA or Order including termination.

#### **F.9 TRANSFER OF OWNERSHIP AND RISK OF LOSS**

Ownership of deliverable products **shall** pass to the Census Bureau upon formal acceptance, regardless of when or where the Census Bureau takes physical possession. Unless the Call Order specifically provides otherwise, risk of loss of or damage to products **shall** remain with the Contractor until delivered and accepted by the Census Bureau. Ownership of products remains with the Contractor until acceptance or cure. The Contractor **shall** not be liable for loss of or damage to deliverables caused by the negligence of officers, agents, or employees of the Census Bureau acting within the scope of their employment.

**(End of Section F)**

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER

**Kristina Hartman** is hereby designated as the Contracting Officer (CO). The CO is located at:

U.S. Census Bureau  
Acquisition Division (ACQ)  
4600 Silver Hill Road  
Suitland, MD 20746  
Phone: 301.763.4247  
Email: [Kristina.D.Hartman@census.gov](mailto:Kristina.D.Hartman@census.gov)

### G.2 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this BPA/Order, and, notwithstanding any provisions contained elsewhere in this BPA/Order, 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 BPA/Order terms and conditions, including price.

#### G.2.1 CAR 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

- (a) **Rebecca Reid** is hereby designated as the Contracting Officer's Representative (COR). The Government may change the COR at any time without prior notice to the Contractor by a unilateral modification to the BPA/Order. The COR is located at:

US Census Bureau  
4600 Silver Hill Rd Suitland, MD 20746  
Phone: 301-763-4803  
Email: [rebecca.reid@census.gov](mailto:rebecca.reid@census.gov)

- (b) The responsibilities and limitations of the COR are as follows:

1. The COR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the BPA/Order.
2. The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the BPA/Order price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COR may designate assistant COR(s) to act for the COR by naming such assistant(s) in

writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

#### **G.2.2 ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE**

- (a) **TBD** is hereby designated as the ACOR. The ACOR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the BPA. The ACOR is located at:

U.S. Census Bureau  
 4600 Silver Hill Road  
 Room TBD  
 Suitland, MD 20746  
 Phone: TBD  
 Email: TBD

- (b) The responsibilities and limitations of the ACOR are as follows:

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

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

If required under an issued Order, the Contractor may need access to Government-Furnished Property (GFP) as necessary to perform the services required. The necessary GFP clause (FAR 52.245-1, Government Property and CAR 1352.245-70 Government Furnished Property) is included in the BPA and applies to all issued orders. Government provided resources may include 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, laptop computer, shared printer, and miscellaneous office | As determined by the needs of the project. | Access is subject to contractor complying with security requirements, and approval by the Government. |

|                                                                              |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| supplies etc.                                                                |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Government Provided Laptops                                                  | As determined by the needs of the project. | During normal operations, the COR will submit an Entrance ticket. During COVID-19 environment, the contractor must schedule the badge appointment prior to laptop pick up using the online USA Access Site. The badge appointment must be scheduled by 4pm on the business day prior to pick up: <a href="https://portal.usaccess.gsa.gov/scheduler/select-activity">https://portal.usaccess.gsa.gov/scheduler/select-activity</a> Laptop pick up must be scheduled with CSD via help desk 301-763-3333. CSD will provide new entering contractors with log on assistance to the network. |
| Virtual Desktop Infrastructure (VDI)/VPN                                     | As determined by the needs of the project. | Vendor must attend training before VDI/VPN access is granted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Access to Government reports, information, 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

#### **G.4 CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)**

The Government will provide the following item(s) of Government property to the contractor.

- (a) Access to appropriate Census Bureau staff and consultants as agreed to complete the required deliverables.
- (b) Upon request, the Government may provide Standard Operational Procedures, regulations, manuals, texts, briefs, and other materials associated with the project.
- (c) The Government may provide the following to Contractor staff working on site:
  - (1) Temporary office space
  - (2) Personal computers
  - (3) Telephone access

The contractor shall be accountable for, and have stewardship of, the property in the performance of this BPA and Orders. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this BPA.

(End of clause)

#### **G.5 ACCOUNTABLE PERSONAL PROPERTY**

It is the policy of the Department that property is maintained in accordance with FAR Clause 52.245-1 -- Government Property, and the [Department of Commerce's Personal Property Management Manual](#). Personal Identity Verification (PIV) readers provided under this BPA as Government Furnished Property shall be considered non-accountable personal property. Non-accountable personal property is personal property that may be controlled and maintained to

ensure that the PIV readers are returned to the Government after the Contractor employee separates.

#### **G.6 BILLING INSTRUCTIONS**

**\*ORDER BILLING WILL BE DEPENDENT UPON ORDER TYPE. ADDITIONAL BILLING INSTRUCTIONS WILL BE INCLUDED AT THE ORDER LEVEL.\***

- (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.
- (c) The Contractor may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR 53.301–1034) or 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.5 below.
- (d) In accordance with the requirements set forth in FAR Clause 52.233-1 Payments, all Vouchers/Invoices submitted to the COR must be accompanied by appropriate cost-related documentation including affidavits, time and attendance sheets, or other standard proof-of-performance documents previously approved by the Contracting Officer. Vouchers/Invoices must be clearly marked “ORIGINAL”.
- (e) Vouchers/invoices received without the substantiating documents shall be considered incomplete and will be returned by the COR to the contractor without payment.

##### **G.6.1 PROCEDURES FOR INVOICING**

FAR Subpart 32.905 requires that payment will be made based on the receipt of a proper invoice and satisfactory Order performance. FAR 32.905(b) specifically states the minimum information an invoice must include to be considered a “proper” invoice for payment. In accordance with FAR 32.903(a)(3), the U.S. Census Bureau has supplemented these requirements. Contractors may use Standard Form 1034 – Public Voucher for Purchases and Services Other than Personal (FAR 53-301-1034) or a company-generated invoice. The invoice document submitted to [Fin.finance.invoice.claim.submission@census.gov](mailto:Fin.finance.invoice.claim.submission@census.gov) (courtesy copy to the COR) must contain the following information:

##### **PROPER INVOICE INFORMATION**

- Government BPA and Order Number
- Government BPA and Order Name/Title
- Name and Address of contractor
- Contact Name, Title and Telephone Number of contractor
- Contractor’s Unique Entity ID (UEI) Number
- Date of the Invoice



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- Unique Invoice Number, Account Number, and/or any other identifying payment request number. (The final invoice shall be identified as “FINAL.”) Final Invoices shall be sent to Contracting Officer, COR, and [Fin.finance.invoice.claim.submission@census.gov](mailto:Fin.finance.invoice.claim.submission@census.gov).
- Actual date services were performed and completed.
- Current BPA and Order Period of Performance on all invoices.
- Description of goods or services for which payment is requested – (for example, contract line/sub line number, price, and quantity of goods and services rendered.)
- Care should be taken by the contractor to assure invoices are submitted for items/services and related prices, Contract Line Item Numbers (CLINS), as detailed in Section B of the contract.
- Other supporting or substantiating documentation or information required by the Order (i.e. travel or direct material reimbursement, as authorized by the terms of the BPA).
- Invoice total for the current month
- Total amount invoiced to date under the Order
- Total funds remaining for respective period of performance.
- Percent of Allocated Funds Invoiced to Date
- Percent of Funds Remaining for the respective period of performance.
- Payment discount terms.
- Other Substantiating Documentation or Information as required by the BPA or Order

Each voucher/invoice shall include the following 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.)

*I certify, that to the best of my knowledge and belief that the services/supplies shown on the voucher/invoice have been performed and/or furnished and are accepted. Further, I certify that this voucher/invoice is correct and proper for payment.*

\_\_\_\_\_  
Date                      Name of Designated COR                      Signature

(The above statement will be signed by the designated COR.)

Vouchers/invoices shall be submitted electronically to U.S. Census Bureau, Finance Division, the designated payment office, at [Fin.finance.invoice.claim.submission@census.gov](mailto:Fin.finance.invoice.claim.submission@census.gov). Concurrently, provide a courtesy copy of the voucher/invoice to the designated COR. The contractor is notified that it is their responsibility for ensuring the vouchers/invoices are delivered and received by the Finance Division. CORs and/or Task Managers are **not** responsible for providing 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 herein, will be returned to the Contractor for corrections.

***THE CONTRACTOR IS NOTIFIED THAT IT IS THEIR RESPONSIBILITY FOR ENSURING THE VOUCHERS/INVOICES ARE DELIVERED TO THE FINANCE DIVISION, AND THE COR ARE NOT RESPONSIBLE FOR ENSURING THE ADVANCED COPIES OF THE VOUCHERS/INVOICES ARE PROVIDED TO THE FINANCE DIVISION.***

#### **G.6.2 PAYMENT DUE DATE**

Payment schedules will be determined at the Order Level, as applicable.

#### **G.6.3 METHOD OF PAYMENT**

Payments under this BPA issued orders will be made in accordance FAR 52.232-33 *Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)*.

#### **G.7 TRAVEL AND PER DIEM**

The USCB will indicate if travel is required for each Call Order. When authorized as part of the work scope of an awarded Call Order, and as approved by the COR or Alternate COR (ACOR), travel expenses may be reimbursed in an amount no higher than that allowed by Federal Travel Regulations (FTR) in effect at the time of travel. Normal commuting expenses are not allowed.

To be reimbursable, the travel expenses shall be:

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

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

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

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

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

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

Travel, both local and long distance, is an acceptable item to be invoiced. The contractor shall invoice this Other Direct Cost (ODC) shall in accordance with the Federal Travel Regulations (FTR) and shall invoice only as required for individual Call Order requirements. Unless authorized by the Contracting Officer (CO), reimbursement of lodging, meals and incidental expenses will not exceed the applicable rates set forth in the FTR for the travel destinations. The contractor may invoice for all allocable and allowable other direct costs (ODCs) such as printing cost, telephone usage, computer time, etc., in accordance with FAR Clause 52.232-7, Payment under Time and Materials and Labor-Hour contracts. The Government will not consider allowable the purchase or lease of word processing equipment and/or computer hardware and software.

Non-local travel shall not be undertaken without prior, written approval of the COR or ACOR. If non-local travel is required and urgent circumstances warrant, then immediate supervisory approval is required at a minimum. Urgent circumstances should be a rare occurrence. Approved travel reimbursement shall be in accordance with rates set forth in the Federal Travel Regulations (FTR). Unless authorized by the Contracting Officer (CO), reimbursement of lodging, meals and incidental expenses will not exceed the rates in the FTR. Reimbursement of local commuting expenses is not allowed for local travel inside the Washington, DC metropolitan area.

**A. Outside the Washington, DC Metropolitan Area:**

Travel by air will be reimbursed at actual costs, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations. Per diem will be reimbursed at actual costs, not to exceed the per diem rates set forth in FAR 31.205-46 (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the contractor's standard accounting practice or disclosure statement.

When there is travel of more than 10 hours, but less than 24 hours, when no lodging is required, per diem shall be one-half of the Meals and Incidental Expenses (M&IE) rate applicable to the location of the temporary duty assignment. If more than one temporary duty point is involved, the allowance will be one-half of the M&IE rate prescribed for the location where the majority of the time is spent performing official business. The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA approved mileage rate. If the contractor

incurs travel costs in excess of the approved travel plan, then they will do so at their own expense.

**B. Inside the Washington, DC Metropolitan Area:**

Travel reimbursement is not authorized for travel to and from the US Census Bureau for contractors assigned to work at the Census Bureau for the whole term of the contract. Travel will be reimbursed based on the policies stated in paragraph (a) above.

**G.8 ORDERING PROCEDURES**

No organization, directorate, or office outside of the USCB's CSvD can utilize this BPA without prior approval. All Orders will be approved and executed by a designated Contracting Officer.

**G.8.1 NOTIFICATION PROCEDURES**

An office with a need to issue an Order under this BPA, prior to engaging with ACQ, must first contact the Contracting Officer, Contract Specialist, and Contracting Officer's Representative.

**G.8.2 ORDER GUIDANCE**

The Government anticipates the award of a Single Master Blanket Purchase Agreement (BPA) will be issued with Optional Periods of Performance included in Section F.1. Orders may be issued up to or on the final date of the Master BPA expiration date. Orders may be issued at any time during the performance of this BPA and may include option periods as well as the Optional 6-month Extension of Services period in accordance with FAR 52.217-8.

The Government may exercise option periods at its own discretion based on the continuous need of the services, contractor's performance, and the availability of funding. NOTE: Option Periods included in the BPA and subsequent Orders will be exercised so long as there are Option Periods in the Contractor's GSA Multiple Award Schedule (MAS) FSS that, if exercised, will cover the BPA and/or Order's period of performance.

**G.8.3 REQUESTING ORDER QUOTES**

Specific requirements shall be authorized and funded through the issuance of Orders. Upon the determination that there is a need for the requirements covered under this agreement, the Contracting Officer will provide a Request for Quotation to the contractor inclusive of a Performance Work Statement (PWS) defining the USCB's needs.

The Request for Quotation may include the following information, at a minimum: \_

- a. Date of Request.
- b. Quote due date.
- c. Period of performance and place of performance of Order.
- d. Type of Order (Firm Fixed Price, Time and Material, Labor Hour, or any combination).
- e. Government's Technical Point of Contact (TPOC), COR, and CO.

- f. A description of the requirements including deliverables/work products, performance standards, and as applicable: Service Level Agreements, key personnel, Government-furnished materials, etc.
- g. Technical and Price quote instructions and evaluation criteria.
- h. Security requirements, if different from the BPA.
- i. If applicable, additional provisions/clauses that may be unique to the Order. (All clauses contained in the BPA and GSA MAS FSS shall be applicable to the Order Request for Quotation and the resultant Order award.)
- j. Detailed Invoicing Requirements.
- k. Any other pertinent information.

**(End of Section G)**

## SECTION H - SPECIAL REQUIREMENTS

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

Key Personnel will be identified at the order-level.

- a) The Contractor shall assign to this [BPA/Order] the following Key Personnel:

| <i>Government Order Role</i> | <i>Key Personnel Name</i> |
|------------------------------|---------------------------|
|                              |                           |
|                              |                           |
|                              |                           |

- b) The Contractor shall obtain the consent of the Contracting Officer's Representative prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced unless an exception is approved by the Contracting Officer Representative.
- c) Requests for changes in key personnel shall be submitted to the Contracting Officer's Representative at least 30 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the COR or Government's Program Manager to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel. The Contracting Officer's Representative will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The BPA/Order will be modified to reflect any approved changes.

*\*Key Personnel must possess any minimum requirements included at the order level.*

#### H.1.1 ADDITIONAL KEY PERSONNEL INFORMATION

The Government reserves the right to verify the performance of proposed Key Personnel identified by the Contractor in their quote and any proposed Key Personnel, including substitutions, following award. The Government reserves the right to utilize other information available to evaluate Key Personnel. For example, the Government may query contract references regarding the experience of proposed Key Personnel and the quality of their performance. Additional Key Personnel Information may be included at the order level.

**H.2 CAR 1352.208-70 – RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)**

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

(End of clause)

**H.3 CAR 1352.209-71 – LIMITATIONS OF FUTURE CONTRACTING (APR 2010)**

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

(1) Descriptions or definitions:

- (i) “Contractor” means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries, and successors in interest.
- (ii) “Development” means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.
- (iii) “Proprietary Information” means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.
- (iv) “System” means the system that is the subject of this contract.

(v) "System Life" means all phases of the system's development, production, or support.

(vi) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(vii) "Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions:

(a) The Contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring information technology services or provide material leading directly, predictably, and without delay to such a work statement. The Contractor may not supply information technology services for a period that begins on the date of award of the BPA/Order to the latest end date of the BPA/Order, as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one Contractor has participated in preparing the work statement.

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

(c) The Contractor agrees to accept and to complete the BPA/Order, and to not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

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

(End of clause)

#### H.4 CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the Contractor and its Subcontractors:

- (1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this BPA/Order, and
- (2) Do not obtain any unfair competitive advantage over other parties by virtue of

their performance of this BPA/Order.

- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “Contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
- (c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the Contractor and all Subcontractors. The Contractor warrants that, to the best of the Contractor’s knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the Contractor has disclosed all relevant information regarding any actual or potential conflict. The Contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the Contractor’s impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the Contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
- (d) Remedies. The Contracting Officer may terminate this BPA/Order for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the Contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the BPA/Order for default, suspend or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this BPA/Order.
- (e) Subcontracts. The Contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “BPA/Order,” “Contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government’s rights.
- (f) Prime Contractor Responsibilities. The Contractor shall obtain from its Subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The Contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the BPA/Order to the satisfaction of the Contracting Officer. If the subcontractor’s

organizational conflict cannot be avoided, neutralized, or mitigated, the Contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the Contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after BPA/Order award, the Contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the Contractor's own risk.

- (g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this BPA/Order and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

#### **H.5 CAR 1352.209-72 – RESTRICTIONS AGAINST DISCLOSURE (APR 2010)**

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

(End of clause)

#### **H.6 CAR 1352.237-70 – SECURITY PROCESSING REQUIREMENTS – HIGH OR MODERATE RISK CONTRACTS (APR 2010)**

- a. Investigative Requirements for High and Moderate Risk Contracts. All Contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this BPA/Order will be conducted at

no cost to the Contractor. The level of contract risk will determine the type and scope of such processing, as noted below.

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

coordination with the Contracting Officer, will immediately remove the contract employee from duties requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

1. Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude;
  2. Falsification of information entered on security screening forms or on other documents submitted to the Department;
  3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government, regardless of whether the conduct was directly related to the contract;
  4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.
- f. Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.
- g. Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.
- h. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

#### **H.7 CAR 1352.239-72 – SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)**

- a. Applicability. This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems or administrative control of systems by a Contractor that process or store information that directly supports the mission of the Agency.
- b. Definitions. For purposes of this clause, the term “Sensitive” is defined by the guidance set forth in the Computer Security Act of 1987 (P.L. 100-235), including the following definition of the term:
1. Sensitive information is “... any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”
  2. For purposes of this clause, the term “National Security” is defined by the guidance set forth in:
    - (i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

(iii) Executive Order 12958, as amended, Classified National Security Information.

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

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

c. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the Contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

d. All Contractor personnel performing under this BPA/Order and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (see DOC, Office of the Chief Information Officer website), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter [insert agency or operating unit counsel specific guidance, if applicable].

e. Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*.

f. Within 5 days of receiving agency clearance notification from the COR and no later than 45 days after BPA/Order award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

g. Within 15 days of BPA/Order award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures* using **Attachment J.6 – Company-Non-Disclosure Agreement** and **Attachment J.7 – Employee-Non-Disclosure Agreement**.

h. The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the

function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

i. For all Contractor-owned systems for which performance of the BPA/Order requires interconnection with a DOC network on which DOC data will be stored or processed, the Contractor shall provide, implement, and maintain a System Accreditation Order in accordance with the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

1. Within 14 days after BPA/Order award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy*. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the Contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

2. Upon approval, follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy* Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Order portions of the System Accreditation Order for approval and system accreditation by an appointed DOC official.

3. Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Order, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, Section 6.3.1.1.

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

(End of clause)

#### **H.8 CAR 1352.237-72 – NATIONAL SECURITY CONTRACTS (APR 2010)**

(a) Security Investigative Requirements for National Security Contracts. National Security Contracts require contractor employees to gain access to national security information in the performance of their work. Regardless of the contractor employees' location, appropriate security access and fulfillment of cleared facility requirements, as determined by the National Industrial Security Program (NISP) Operation Manual must be met. All contractors are subject to the appropriate investigations indicated below and may be granted appropriate security access by the Office of Security based on favorable results. No national security material or documents shall be removed from a Department of Commerce facility. The circumstances of the work performance must allow the Department of Commerce to retain control over national security information and keep the number of contract personnel with access to the information to a minimum.

- (b) All employees working on Special or Critical Sensitive contracts require an updated personnel security background investigation every five (5) years. Employees on Non-Critical Sensitive contracts will require an updated personnel security background investigation every ten (10) years.
- (c) *Security procedures.* Position sensitivity/risk assessments must be conducted on all functions that are performed under the contract. Risk assessments for contractor employees are determined in the same manner as assessment of those functions performed by government employees. The Contracting Officer and Contracting Officer's Representative should determine the level of sensitivity or risk with the assistance of the servicing Security Officer.
  - (1) Contractor employees working on National Security Contracts must have a completed investigation and be granted an appropriate security level clearance by the Office of Security before start of work.
  - (2) The Contracting Officer's Representative must send the contract employee's existing security clearance information, if applicable, or appropriate investigative request package, to the servicing Security Officer, who will review and forward it to the Office of Security.
  - (3) The Office of Security must confirm that contract employees have the appropriate security clearance before starting any work under a National Security Contract.
- (d) *Security forms required.* For Critical-Sensitive positions with Top Secret access, Critical-Sensitive positions with Secret access, and Non-Critical Sensitive positions with Secret or Confidential access, the following forms are required:
  - (1) Form SF-86, Questionnaire for National Security Positions, marked "CON" in Block 1, Position Title, to distinguish it as a contractor case;
  - (2) Form FD-258, Fingerprint Chart, with OPM's designation in the ORI Block; and
  - (3) Credit Release Authorization Form.
- (e) Contracting Officer's Representative Responsibilities are:
  - (1) Coordinate submission of a proper investigative request package with the servicing Security Officer, the Contracting Officer, and the contractor.
  - (2) Review the request package for completeness, ensuring that the subject of each package is identified as a contract employee, the name of the contractor is identified, and that each package clearly indicates the contract sensitivity designation.
  - (3) Send the request package to the servicing Security Officer for investigative processing.
- (f) Servicing Security Officer Responsibilities are:
  - (1) Review the package for completeness.

- (2) Ensure that the forms are complete and contain all the pertinent information necessary to request the background investigation.
- (3) Forward the request for investigation to the Defense Investigative Service Coordinating Office (DISCO).
- (4) Maintain records of contractor personnel in their units subject to the NISP.
- (5) Ensure that all contractor personnel have been briefed on the appropriate procedures for handling and safeguarding national security information.
- (g) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

#### **H.9 CAR 1352.209-73 COMPLIANCE WITH LAWS (APR 2010)**

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

(End of clause)

#### **H.10 CAR 1352.209-75 TITLE 13 AND NON-DISCLOSURE REQUIREMENTS (APR 2010)**

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

##### **Title 13 Clause**

Definition: The term "Title 13 Information" in this section refers to any information that are subject to the confidentiality and use restrictions contained in 13 U.S.C Sections 8 and 9. This includes any aggregation or statistic derived from these confidential data if it has not passed the Census Bureau's disclosure review.

These provisions must be in place for any contract requiring the contractor to directly access Title 13 information, or requires them to access Census Bureau facilities, the Census Bureau's internal network, or facilities or systems involved in the storage, handling, and processing of any Title 13 information.

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements. The agency will have the right to void the BPA/Order if the contractor fails to provide the safeguards described below. The Census Bureau retains exclusive authority for determining the appropriate safeguards for

Title 13 information and reserves the right to modify these safeguards at any time.

1. No work involving either access to or use of Title 13 information furnished under this BPA/Order will be subcontracted without prior written approval of the Census Bureau.
2. In addition to any required background or suitability determinations, all contractors who require direct access to Title 13 information, or to Census facilities, the Census network, or facilities or systems where Title 13 information are stored, handled, or processed must take an oath and complete the Census Bureau Form BC-1759 (Special Sworn Status) that legally binds them to not disclose Title 13 information. An authorized Census Bureau employee or a Notary Public must administer the oath of nondisclosure.
3. These contractors will be required to complete the appropriate Data Stewardship and IT Security Awareness training as specified by the Census Bureau and determined by level of access. This requirement must be met prior to contractor onboarding, and annually thereafter.
4. The two provisions specified above do not apply to support staff in cloud data centers who are not granted systems access above a level as specified by the Census Bureau's Office of Information Security.
5. The Census Bureau is granting the contractor access to Title 13 information only for the purpose of assisting the Census Bureau with statistical activities as authorized under Title 13 U.S.C. These statistical activities are defined in the terms of this contract. Any use of Title 13 information by the contractor for a purpose not specified in the BPA/Order is prohibited.
6. Title 13 information will be treated as confidential and will not be divulged or made known in any manner to any person except Special Sworn Status individuals as may be necessary in the performance of this contract. All use or disclosure of Title 13 information must be in accordance with Census Bureau policies including, but not limited to:

**Data Stewardship Policies**

PP: Privacy Principles

DS001: Access to and Uses of Administrative Data

DS002: Articulating the Title 13 Benefits of Census Bureau Projects

DS006: Controlling Non-Employee Access to Title 13 Data

DS007: Safeguarding and Managing Information

DS017: Data Stewardship Awareness Training

DS018: Unauthorized Browsing

DS021: Custom Tabulations

DS022: Personally Identifiable Information (PII) Breach Policy

DS025: Organization of the Disclosure Review Board

**Other Policies**

Telework Policy

Contractor Home Worksite Policy

Acceptable Use Policy for U.S. Census Bureau Information Technology Resources [IT AUP]

Data Access and Transfer Policy

Incident Reporting Policy

BOC Laptop Policies and Procedures

Information Technology Security (PPM S5)

Records Management (PPM K3)

7. The Census Bureau retains full ownership of any Title 13 information involved in the performance of this BPA/Order including any derivative information unless specifically authorized by the Census Bureau.
8. All Title 13 information involved in the performance of the BPA/Order will remain on systems that are owned, maintained, or authorized to operate by the Census Bureau. These systems will be authorized at the FISMA moderate level, with additional technical controls as specified by the Census Bureau.
9. Any Title 13 information processed during the performance of this BPA/Order will be completely purged from all data storage components of the contractor's computer facility or systems per the Census Bureau's media sanitization procedures either at the Census Bureau's request, or at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any Title 13 information remaining in any storage component will be safeguarded in accordance with Census Bureau policy to prevent unauthorized disclosures.
10. Access to any system or physical space involved in the storage or processing of Title 13 information will be restricted to only authorized individuals with Special Sworn Status.
11. The Census Bureau must specifically authorize, in accordance with Census Bureau policy, any facility where Title 13 information are stored, handled or processed, as well as any location from which the contractor will access the Census Bureau's network, Title 13 information, or any systems that store or process Title 13 information. The contractor will be required to secure any such facility or location to prevent any unauthorized access to Title 13 information and may be required to submit a security plan to the Census Bureau for review. Any authorized site may be subject to inspection by the Census Bureau at any time and for any purpose.
12. The contractor may, at the discretion of the COR, be authorized to perform work that involves access to the Census Bureau's network, or any system that stores and processes Title 13 information from their individual place of residence. This will not be authorized if that work involves any physical media containing Title 13 information. The Census Bureau reserves the right to conduct a physical inspection

of the contractor's place of residence if they are authorized to perform work there.

13. Any physical media containing Title 13 information will be secured, stored, handled, and shipped per Census Bureau policies. The contractor will destroy all physical media according to Census Bureau policy or return it to the agency either at the agency's request, or at the time the work is completed. If immediate destruction or return of the Title 13 information is not possible, the contractor certifies that they will continue to safeguard any physical media in their possession to prevent unauthorized disclosures.

**Criminal Sanctions:**

1. Under Title 13, U.S.C. section 214, and Title 18, U.S.C. Sections 3551, 3559, and 3571, the penalty for unlawful disclosure by the contractor of any Title 13 information provided to, or accessed by the contractor in the performance of this BPA/Order is a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both.

(End of clause)

**H.11 CAR 1352.227-70 RIGHTS IN DATA, ASSIGNMENT OF COPYRIGHT (APR 2010)**

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

(End of Clause)

**H.12 CAR 1352.228-70 INSURANCE COVERAGE (APR 2010)**

- (a) Workers Compensation and Employer's Liability. The contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General liability.
  - (1) The contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
  - (2) When special circumstances apply in accordance with FAR 28.307-2(b), Property Damage Liability Insurance shall be required in the amount of \$0.00

- (c) Automobile liability. The contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft public and passenger liability. When aircraft are used in connection with performing the contract, the contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (e) Vessel liability. When BPA/Order performance involves use of vessels, the Contractor shall provide, vessel collision liability and protection and indemnity liability insurance as determined by the Government.

(End of clause)

#### **H.13 CAR 1352.231-71 – DUPLICATION OF EFFORT (APR 2010)**

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

(End of clause)

#### **H.14 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)**

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

- (b) The Contractor shall identify each foreign national who requires access to any Departmental resources and shall provide all requested information in writing to the Contracting Officer's Representative.
- (c) The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

#### **H.15 CONFIDENTIAL INFORMATION**

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

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

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

Physical access to the Contractor's office areas that contain PII and sensitive data shall be controlled to prevent unauthorized personnel from acquiring access to this data. The Contractor shall not release USCB data outside of its facility, either orally or in written form, without the express written consent of the USCB CO/COR.

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

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

**H.17 SECTION 508 OF THE REHABILITATION ACT OF 1975, AS AMENDED**

Any electronic and information technology products delivered under this BPA/Order 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.

**H.18 CAR 1352.239-71 – ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)**

- (a) To be considered eligible for award, offerors must propose electronic and information technology (EIT) that meet the applicable Access Board accessibility standards at 36 CFR 1194 designated below:
- ☐ 1194.21 Software applications and operating systems
  - ☒ 1194.22 Web-based intranet and internet information and applications
  - ☐ 1194.23 Telecommunications products
  - ☐ 1194.24 Video and multimedia products
  - ☐ 1194.25 Self-contained, closed products
  - ☐ 1194.26 Desktop and portable computers
  - ☐ 1194.31 Functional performance criteria
  - ☒ 1194.41 Information, documentation and support
- (b) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.
- (c) Alternatively, offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the offerors propose products or services that fully meet all of the applicable Access Board's provisions, those offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an Offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.
- (d) Offerors must submit representation information concerning their products by completing the VPAT template at [www.Section508.gov](http://www.Section508.gov).

**H.19 NEW WORK**

The Contractor performing the BPA/Orders may be required to perform additional tasks or services related to the work identified in Section C. The Government reserves the right to negotiate additional work, in accordance with FAR 52.243-3 Changes – Time and Materials, FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, and/or FAR 52.243-1 Changes – Fixed Price, which is deemed as within the scope of this BPA/Order. Any additional work will be added to the BPA/Order via modification.

**H.20 TITLE AND RISK OF LOSS**

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

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

**H.21 SAFETY**

The contractor shall:

1. Comply with all applicable safety and occupational health requirements, to include OSHA's 29 CFR 1910. If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
2. Verbally inform the COR of any unsafe/hazardous conditions within thirty (30) minutes of becoming aware of the condition, and in writing within one (1) workday.
3. Verbally inform the COR within two (2) clock hours of the occurrence of all types of injuries and illnesses (first aid, limited duty, lost time and fatality) sustained by a contractor employee arising out of and in the course of his/her employment. A detailed written report shall be submitted to the COR within 24 clock hours.
4. Report to the COR all incidents where contractor employees damage government property. A verbal report shall be made within four (4) clock hours of an occurrence, and a written report of the facts and extent of damage shall be submitted within three (3) workdays.

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

## **H.22 HARMLESS FROM LIABILITY**

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

## **H.23 KEY CONTROL**

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

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

## **H.24 OBTAINING ACCESS TO PROPRIETARY INFORMATION**

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

## **H.25 HSPD-12 IMPLEMENTATION**

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

## H.26 APPLICABLE SYSTEMS OF RECORDS NOTICE (SORN)

Reference **Attachment J.1 – PARC**

## H.27 COMPLIANCE WITH CLAUSES IDENTIFIED IN IRC SECTION 6103(P) OF IRS PUBLICATION 1075 (AUG 2017)

### I. PERFORMANCE

In performance of this BPA/Order, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this BPA/Order. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this BPA/Order Disclosure to anyone other than an officer or employee of the contractor with a need-to-know is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this BPA/Order will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075.** To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (7) No work directly involving Federal Tax Information furnished under this BPA/Order will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the BPA/Order if the contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this BPA/Order. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the BPA/Order. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and be fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Annual training and certification is required. Training is accessible for all Census contractors



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provided email access, i.e. @census.gov, can access the training at <https://doc.csod.com/LMS/catalog/Welcome.aspx?> For contractors without a Census email, please contact the Policy Coordination Office on (301) 763-6440 for training procedures.

**III. INSPECTION**

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

(End of clause)

**(End of Section H)**

**SECTION I - CONTRACT CLAUSES**

All applicable clauses from the contractor's master General Services Administration (GSA) Multiple Award Schedule (MAS) contract are applicable to this BPA and Orders issued against the BPA. The clauses below are being provided either as supplements or to highlight their inclusion

**I.1 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

The following FAR clauses are incorporated by reference:

- FAR 52.202-1 DEFINITIONS (NOV 2013)
- FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)
- FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)
- FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- FAR 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)
- FAR 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)
- FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- FAR 52.245-1 GOVERNMENT PROPERTY (JUNE 2007)
- FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEE OF WHISTLEBLOWER RIGHTS (NOV 2023)
- FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
- FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONEL (JAN 2011)
- FAR 52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (AUG 2012)
- FAR 52.243-3 CHANGES-TIME AND MATERIALS OR LABOR HOURS (SEP 2000)
- FAR 52.243-1 CHANGES-FIXED-PRICE (AUG 1987)
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2024)
- FAR 52.246-6 INSPECTION-TIME AND MATERIAL AND LABOR HOUR (MAY 2001)
- FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
- FAR 52.232-1 PAYMENTS (APR 1984)

- FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND SERVICES (NOV 2023)
- FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
- FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)
- FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

## **I.2 FAR CLAUSES INCORPORATED BY FULL TEXT**

The following FAR clauses apply to this acquisition and are hereby incorporated by full text. Full text of these clauses can be found at: <https://www.acquisition.gov/browsefar>

### **I.2.1 FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023)**

(a) Definitions. As used in this clause—

*Covered article*, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian

agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of

military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
  - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)).

However, see paragraph (c) of this clause.

(5)

- (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
  - (A) Name of the product or service provided to the Government;
  - (B) Name of the covered article or source subject to a FASCSA order;
  - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
  - (D) Brand;
  - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
  - (F) Item description;
  - (G) Reason why the applicable covered article or the product or service is being provided or used;
- (ii) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

- (1) During contract performance, the Contractor shall review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
  - (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
- (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this

- clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
- (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
- (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
- (i) Within 3 business days from the date of such identification or notification:
- (A) Contract number;
- (B) Order number(s), if applicable;
- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional

efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) Removal. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

**I.2.2 FAR 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day 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 5 years.

(End of clause)

**I.2.3 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

(ii) Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—  
[Contracting Officer check as appropriate.]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

**(End of Section I)**

**SECTION J - LIST OF ATTACHMENTS**

Attachment J.1 – PARC  
Attachment J.2 – BPA Rate Card  
Attachment J.3 – USCB Current Future Programs  
Attachment J.4 – Performance Requirements Matrix and Performance Standards  
Attachment J.5 – Quality Assurance Surveillance Plan  
Attachment J.6 – Company-Non-Disclosure Agreement  
Attachment J.7 – Employee-Non-Disclosure Agreement  
Attachment J.8 – Representations, Certifications, and Provisions  
Attachment J.9 – Question and Answer Spreadsheet  
Attachment J.10 – Demonstrated Prior Experience Citations  
Attachment J.11 – OCISS Governance Bodies  
Attachment J.12 – Current Information Technology Systems (July 2023)  
Attachment J.13 - Server Operating Systems Report (Dec 2023)

**(End of Section J)**

**SECTION K - REPRESENTATIONS AND CERTIFICATIONS****K.1 SYSTEM OF AWARD MANAGEMENT (SAM)**

The Contractor shall register their business with the Federal Government's System of Award Management (SAM), the primary database of vendors doing business with the Federal Government. The FAR requires all prospective vendors to be registered in SAM prior to the award of a contract. The Contractor shall also maintain their SAM registration and certifications to ensure the provided information is current and up-to-date. SAM can be located at [www.sam.gov](http://www.sam.gov). Refer to FAR 52.204-7 SYSTEM OF AWARD MANAGEMENT (SAM) (OCT 2018).

**K.2 REPRESENTATIONS AND CERTIFICATIONS ADDENDUM**

The Following FAR Provisions apply to this acquisition and are included by full text in **Attachment J.8 Representations, Certifications, and Provisions**.

- FAR 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS— REPRESENTATION AND DISCLOSURES (DEC 2023)
- FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
- FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)

**(End of Section K)**

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS**

### **L.1 CONDITIONS AND NOTICES**

This Request for Quote (RFQ), otherwise known as solicitation, is for General Services Administration (GSA) Multiple Award Schedule (MAS) Federal Supply Service (FSS) contract holders only with a period of performance that meets or exceeds the life of this Blanket Purchase Agreement (BPA). The applicable Special Item Number (SIN) is 518210C - Cloud Computing and Cloud Related IT Professional Services. Quoters may utilize additional SINs to provide a complete solution. This Procurement is a 100% Total Small Business (SB) Set-Aside for GSA MAS contract holders. The Government will accept only quotes submitted by GSA MAS Small Businesses. Any quote submitted by a contractor that is not a Small Business will not be accepted and therefore not considered for evaluation or award.

**The North American Industry Classification System (NAICS) Code is  
541519 – Other Computer Related Services.  
Small Business Size Standard - \$34M**

The Government is not obligated to delay award pending resolution of any paperwork, process, or any other actions that would make a Quoter eligible for award.

When submitting a quotation in response to this RFQ, Quoters are reminded to ensure all submissions are in accordance with all applicable Master GSA MAS contract terms.

### **TERMINOLOGY**

Participants, Vendors, and Contractors will be referred to as “Quoters” hereinafter.

The terms Offer, Quote, and Response are used interchangeably.

### **POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST**

#### **CAR 1352.209-70 – POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)**

- (a) There is a potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to vendors currently under contract (as prime a prime contract or sub-contractor) with the USCB for Infrastructure Support Services, Cloud Services (i.e. ‘Cloud Compute’), and Cloud-related IT Professional Services including, but not limited to, architecture, engineering, migration, road mapping, and configuration. Services provided under such contracts may be considered system engineering and technical direction, in accordance with FAR 9.505-1.

Systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying, and resolving interface problems,

developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors.

Accordingly:

- (1) Restrictions are needed to ensure that any support provided during the activities outlined in the above paragraph are not directly related in any way to the outcomes expected under this procurement. Additionally, restrictions are needed to ensure that the selected Quoter is not in a position to make decisions favoring its own products or services and/or the products or services of a partnered CSP during the entire performance of this BPA.
- (2) As a part of the Quote, the Quoter shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.
- (b) If award is made to the Quoter, the resulting BPA may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of quotes, the Government may, after discussions with the Quoter and in consideration of ways to avoid the conflict of interest, insert a provision in the resulting BPA that shall disqualify the Quoter from further consideration for award of specified future contracts.
- (c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

(End of Clause)

***Reference CAR 1352.209-71 – LIMITATIONS OF FUTURE CONTRACTING (APR 2010), CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010), and CAR 1352.209-70 – POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010).***

## **L.2 OVERVIEW OF THE PROCESS**

The submission and evaluation of quotes shall proceed via a Phased Process as outlined in the below table. A Quoter **must** participate in Phase I in order to be considered under Phase II or Optional Phase III, if utilized. Furthermore, a Quoter must participate in Phase I and Phase II in order to be considered for Optional Phase III, if the Government elects to utilize the optional phase.

| PHASE                                                 | FACTOR                                                       | METHOD OF DELIVERY                                                            | RFQ REFERENCE |
|-------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------|---------------|
| Phase I                                               | Factor 1: Demonstrated Similar Experience                    | Written Submission of Volume I – Factor 1                                     | L.6           |
| <b>Advisory Down-Select</b>                           |                                                              |                                                                               |               |
| Phase II                                              | Factor 2: Technical Approach and Factor 3: Price             | Written Submission of Volume 2 – Factor 2 and Volume 3 – Business/Price Quote | L.7           |
| <b>Optional – At the discretion of the Government</b> |                                                              |                                                                               |               |
| <b>Advisory Down-Select</b>                           |                                                              |                                                                               |               |
| Optional Phase III                                    | Optional Factor 4: Oral Briefing/Technical Challenge Session | Oral Briefing                                                                 | L.8           |

As outlined above, the Government intends to conduct the quote submission and evaluation process in two (2) Phases - Phase I and Phase II. Optional Phase III may be utilized at the discretion of the Government following the evaluation of Phase I and Phase II submissions. A notional schedule for the procurement is below:

| No.        | EVENT                                                                                                                                                                                                                                                | TENTATIVE DATE        |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1          | Request for Quote Released to Quoter Pool                                                                                                                                                                                                            | 06/10/2024            |
| 2          | Questions and Answers (Reference L.3)                                                                                                                                                                                                                | 06/17/2024            |
| 3          | Release of Amendment 01                                                                                                                                                                                                                              | 06/21/2024            |
| 4          | Release of Amendment 02                                                                                                                                                                                                                              | 06/25/2024            |
| <u>5</u>   | <u>Release of Amendment 03</u>                                                                                                                                                                                                                       | <u>06/26/2024</u>     |
| <u>65</u>  | Written Submission of Mandatory Phase I – Factor 1: Demonstrated Prior Experience                                                                                                                                                                    | 07/08/2024            |
| <u>76</u>  | Advisory Down-Select Notifications                                                                                                                                                                                                                   | 07/24/2024            |
| <u>87</u>  | Written Submission of Phase II – Factor 2: Technical Approach and Factor 3: Business/Price Quote                                                                                                                                                     | 08/08/2024            |
| <u>98</u>  | Optional Phase III / Optional Factor 4: Oral Briefing/Technical Challenge notification:<br>a) If not utilized, Notifications provided to vendors, or;<br>b) If utilized, Advisory Down-Select Notifications and Instructions for Optional Phase III. | 08/20/2024            |
| <u>109</u> | Optional Phase III – Oral Briefing/Technical Challenge – (Utilized at the discretion of the Government)                                                                                                                                              | 09/03/24 - 09/09/2024 |
| <u>110</u> | Evaluation of Optional Phase III, if utilized.                                                                                                                                                                                                       | 09/10/2024            |

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On-Premises and Cloud Infrastructure Support Services  
RFQ No. 1333LB24JK0001 Amendment A003

|     |       |            |
|-----|-------|------------|
| 124 | Award | 10/22/2024 |
|-----|-------|------------|

The target award date is 10/22/2024. The Government is not obligated to award the BPA on this date.

### L.3 QUESTIONS AND ANSWERS (Q&A)

It is the USCB's intent to release all documents and to conduct a traditional Question and Answer period prior to Phase I submissions only. Quoters are **required** to submit all questions regarding this RFQ in writing using Attachment J.9 *Question and Answer Spreadsheet*. Quoters are required to submit the Attachment J.9 *Question and Answer Spreadsheet* to Jason Winings, Contract Specialist, via email at [Jason.K.Winings@census.gov](mailto:Jason.K.Winings@census.gov) and Kristina Hartman, Contracting Officer, via email at [Kristina.D.Hartman@census.gov](mailto:Kristina.D.Hartman@census.gov) no later than **2:00 p.m. ET, June 17, 2024**. The subject line for submission shall be marked "[Company Name] – Submission of QUESTIONS – 1333-LB-24-JK-0001". Any questions submitted after this date will not be considered. Information provided and responses to all questions will be made in writing to all Quoters prior to or concurrent with the issuance of the final amended RFQ and related attachments. The USCB does not intend to allow for questions, barring any substantial changes between the draft and final documents, after release of the final amended RFQ but reserves the right to do so.

Note: Communication with other officials may compromise the competitiveness of this acquisition and result in cancellation of this solicitation.

### L.4 PHASE I SUBMISSIONS

Phase I submissions shall be submitted to Jason Winings, Contract Specialist, via email at [Jason.K.Winings@census.gov](mailto:Jason.K.Winings@census.gov) and Kristina Hartman, Contracting Officer, via email at [Kristina.D.Hartman@census.gov](mailto:Kristina.D.Hartman@census.gov). Phase I submissions are due no later than 12:00 PM ET on July 08, 2024.

The Quoter shall submit a copy of their Phase I Submission using electronic media in the appropriate PDF format. The subject line for this Phase I Submission email shall be marked "[Company Name] – Submission of Written Quote – PHASE I - SOLICITATION #1333LB-24-JK-0001." Phase I submissions shall conform to the directions and requirements provided in Section L.5 and L.6. These documents must be submitted in PDF format.

### L.5 WRITTEN QUOTATION SUBMISSIONS INSTRUCTIONS (PHASE I/PHASE II)

The Quoter's written quotation submissions, including Mandatory Phase I (Volume 1 - Factor 1: Demonstrated Prior Experience) and Phase II (Volume 2 - Factor 2: Technical Approach and Volume 3 (Business/Price Quote) - Factor 3: Price), shall conform to RFQ provisions and be prepared in accordance with Section L of this RFQ. Generally:

- Written Quotation documentation shall cover all aspects of this RFQ.

- Each Volume of the written quotation submissions shall be specific, comprehensive, cohesive, and fully detail the Quoter's capabilities, knowledge, and related experience in performing the requirements described in this RFQ. Quotes must clearly demonstrate how the Quoter intends to accomplish the requirements and must include convincing rationale and substantiation of all claims.
- The Quoter shall endeavor to avoid vague or ambiguous words or phrases, e.g., as necessary, periodically, as required, etc. Statements that the Quoter "understands" and "will comply with the technical requirements" will not be adequate. Similar phrases such as "standard procedures will be employed" or "well-known techniques will be used" will not be acceptable.
- Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the RFQ are not desired.
- Marketing literature, marketing or product videos, catalogs, manuals, product literature, or other extraneous information, either electronic or hard copy, that are provided with the quote will not be reviewed or utilized in the evaluation.

#### L.5.1 WRITTEN QUOTATION REQUIREMENTS

To aid in evaluation, the quote shall be clearly and concisely written, prepared in sufficient detail for effective evaluation of the Quoter's quote against the evaluation criteria, as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. The Quoters shall prepare **Volume 1 – Factor 1: Demonstrated Prior Experience, Volume 2 – Factor 2: Technical Approach, and Volume 3 (Business/Price Quote) – Factor 3: Price** subject to the following general requirements:

- **Page Limits** – Each Volume of the written quotation submissions have page limits by section as outlined in the table below. Pages in excess of the page limit for each section will not be evaluated. **Front Matter** – Title pages/Cover Letters, tables of contents, and/or table of figures, and pages that list acronyms are not included in page count limits. Title Pages/Cover Letters and tables of contents are limited to one (1) page per volume. Content on such pages will not be evaluated.
- **Page Layout and Text** - Text shall be presented on 8 ½ x 11-inch paper in Arial or Times New Roman typeface, no smaller than 11-point pitch with 1-inch margins (Top/Bottom and Left/Right). Font size of 8-point is acceptable for graphics, figures, tables, footnotes, and legends; however, Quoters are not permitted to put an entire written response for any factor in table format in order to use 8-point font.
- **Submission Format** –PDF or appropriate MS Excel format under Volume 3. All PDF submissions must be machine-readable.
- **Page Markings** – All pages of each part within each volume shall be appropriately numbered and identified with the name of the Quoter, the date, and the RFQ number.
- **Structure** – Written submissions of Volume 1, Volume 2, and Volume 3 shall be

structured into sections as outlined below and subject to the indicated page count limits. Pages in excess of the limit will not be evaluated.

| Volume                    | Title                                                                                                                                  | Page Limit     | RFQ Reference |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------|
| <b>Mandatory Phase I</b>  |                                                                                                                                        |                |               |
| <b>0.0</b>                | <b>Introduction</b>                                                                                                                    | <b>2 Pages</b> |               |
| 1.0                       | Factor 1: Demonstrated Prior Experience                                                                                                | 12 pages       | L.6.2         |
|                           | *Attachment J.10 Demonstrated Prior Experience Citations Forms (Excluded from Page Count of Volume 1.0 Factor 1) (1 Page Per Citation) | 3 pages        |               |
| <b>Mandatory Phase II</b> |                                                                                                                                        |                |               |
| 2.0                       | Factor 2: Technical Approach                                                                                                           | 17 Pages       | L.7.1         |
|                           | *Quote Attachment: BPA Management Plan (Excluded from Page Count of Volume 2.0 Factor 2)                                               | 8 Pages        |               |
| 3.0                       | Business/Price Quote – Factor 3: Price                                                                                                 |                | L.7.2         |
|                           | <i>Section 1.0</i> Business/Price Narrative                                                                                            | 7 Pages        |               |
|                           | *Quote Attachment: Contractor Teaming Arrangement Agreement, if applicable (Excluded from Page Count of Volume 3.0 Factor 3)           | N/A            |               |
|                           | *Completed RFQ Attachment J.8 Representations, Certifications, and Provisions (Excluded from Page Count of Volume 3.0 Factor 3)        | N/A            |               |
|                           | <i>Section 2.0</i> Attachment J.2 – BPA Rate Card                                                                                      | N/A            |               |

\*All Quote Attachments are EXCLUDED from the Total Quote Page Limits.

## **L.6 MANDATORY PHASE I**

The written quotation submission for the Mandatory Phase I includes the written submission of Volume 0 – Introduction and Volume 1 – Factor 1: Demonstrated Prior Experience and shall include the following information:

### **L.6.1 VOLUME 0 - INTRODUCTION (WRITTEN SUBMISSION)**

The introduction shall be submitted alongside the Quoter's submission of Volume 1 as a separate document and include the following information at a minimum:

- RFQ Number and Phase I Quote Submission Date.

- Name, Address, Website, UEI, CAGE, and Business Size of Quoter and any proposed Sub-Contractor(s)/Teaming Arrangement(s)/JV, if applicable.
- The primary GSA Schedule number under which an award should be placed and any other GSA Schedules that are a part of the offer, as applicable. This shall include the current performance period of the primary GSA Schedule number under which an award should be placed and any other GSA Schedules that are a part of the offer and the number of remaining option years available, which can be exercised by GSA, if GSA so chooses;
- Quoter (Prime/Lead) Point of Contact name, telephone number, and primary email address.
- Name, title, and signature of the Prime/Lead Quoter's authorized representative (signature authority).
- Certification that the Quoter and its proposed team, if utilized, meet the small business requirement under the applicable NAICS code and GSA MAS SIN (Refer to Section L.1);
- General Overview of the Quoter's Team to include a description that clearly identifies the members of a joint venture (JV), Contractor Teaming Arrangement (CTA), Prime/Sub-Contractor arrangements, or any other teaming arrangement, and an overview of their anticipated roles.
- A statement in which the Quoter certifies that the quote and its content was prepared solely by the Quoter and Sub-Contractor(s)/Contractor Teaming Arrangement(s)/JV, if applicable.

The content and information included within Volume 0.0 will not be evaluated.

#### L.6.2 VOLUME 1 - FACTOR 1: DEMONSTRATED PRIOR EXPERIENCE (WRITTEN SUBMISSION)

Volume 1 shall detail the Quoter's prior experience as it aligns to the requested information below. The Quoter shall demonstrate their prior experience as a prime or subcontractor on a **maximum of three (3)** contracts that have been performed or are currently being performed within the last five (5) years of the date of RFQ release of similar size, scope, and complexity to the requirements of this RFQ through detailed narratives and responses which address all of the information requested in the table below.

~~In this specific section of the RFQ, "Quoter" refers to the Prime or Lead contractor.~~

~~If a Quoter is submitting as a Contractor Teaming Arrangement/Joint Venture/prime-subcontractor arrangement(s), or any other teaming arrangement(s), the Quoter may provide a citation utilize prior experience for proposed each-subcontractor(s)/team member(s)/partner(s).- proposed (other than the prime or lead contractor) in addition to those submitted for the prime or lead contractor. If submitting as a Contractor Teaming Arrangement/Joint Venture/Prime-Subcontractor arrangement(s) or any other teaming arrangement(s), at least one (1) citation must be that of the Small Business Lead Partner. However, at least one (1) contract citation~~

**must** be that of the Small Business Lead Partner/Prime. Although Quoters are permitted to utilize the prior experience of other than the Small Business Prime/Lead Quoter in addition to that of the Small Business Prime/Lead Quoter, a Quoter's submission of Volume 1 – Factor 1 is limited to **a maximum of three (3) contract citations total**. This three (3) contract citation limit is **inclusive** of contract citations provided, if any, for subcontractor(s)/team member(s)/partner(s). The team shall make a business decision as to which experiences to submit that reflect the breadth of experience covering the elements in the table below.

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Demonstrated Prior Experience Narratives and responses must address prior experience in performing the following:

| TABLE L.6.2 – PRIOR EXPERIENCE NARRATIVES |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Experience Element and Prompt Identifier  | Prior Experience Information Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1001                                      | <p>Describe your specific experience supporting On-Premises operational tasks. Include a description of the strategies, methodologies, and/or architecture utilized for the following:</p> <ul style="list-style-type: none"> <li>• Operating systems, such as Windows, Linux, VMware, etc;</li> <li>• Deployment/management of Storage Area Networks (SAN);</li> <li>• Backup/restoration;</li> <li>• Data protection;</li> <li>• Patching;</li> <li>• Automation;</li> <li>• Maintaining security posture of the organization;</li> <li>• Virtualization/hypervisor capabilities; and,</li> <li>• Decommissioning on-premise assets.</li> </ul> <p>The Quoter shall include any impacts the support model had with respect to maximizing efficiencies.</p>                                                    |
| 1002                                      | <p>Describe your specific experience monitoring all enclaves, both On-Premises and within Cloud environments, to include all infrastructure and application health and availability. Include a description of the tools used, dashboard creation, automation, the methodology, and any additional information regarding the size, scope, and complexity of the environments managed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1003                                      | <p>Describe your experience designing, building, and maintaining a multi-cloud/hybrid-cloud architecture within the where core cloud service offerings are centralized in AWS, or other major cloud service providers, and interoperability with workloads hosted in a traditional data center.</p> <ul style="list-style-type: none"> <li>• Include the specific type(s) of cloud architecture and technology stacks as well as other design considerations employed.</li> <li>• Include specific cloud security strategies within the DevSecOps framework, implementation of Zero Trust at the various architectural layers, and service control policies that have strengthened organization/agency security posture. Also include your approach to align engineering effort to Agency Continuous</li> </ul> |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | Monitoring strategies such as logging, scans, vulnerability remediation, configuration baseline, resource access audits, and the handling of cyber security incidents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1004 | Describe your specific prior experience utilizing a multi-cloud environment to migrate on-premises applications to the cloud, as well as engineering environments to facilitate the development of cloud native applications. <ul style="list-style-type: none"> <li>• Include a high-level description of the application technology stack, data size, and user base size for the migration of a proprietary (homegrown) application from on-premises to the cloud.</li> <li>• Include details of employed migration strategies that maximized the utilization of cloud native technologies.</li> <li>• Include the controls and methods employed/established to manage the implementation and ongoing support costs for a major cloud-based application.</li> </ul> |
| 1005 | Describe your specific experience providing detailed cost analysis and enforcing compliance to prescribed financial design factors, such as tagging. Describe the general approach implemented for cost monitoring, analysis, and control, including a description of the tools and ratio of FinOps Management Costs to overall Cloud Costs.                                                                                                                                                                                                                                                                                                                                                                                                                          |

Volume 1 – Factor 1: Demonstrated Prior Experience is limited to twelve (12) pages which may be used at the discretion of the Quoter in addressing the requested information.

In addition, the Quoter shall provide a completed ‘Prior Experience Citation Table’ within Attachment J.10 *Demonstrated Prior Experience Citations* for each of the three (3) contracts cited and utilized in the narratives-. Completed Attachment J.10 shall not exceed one (1) page per contract citation for a total page count of three (3). Attachment J.10 is excluded from the total page count under Volume 1.

Commented [KDH(F3)]: Amendment A003

*Volume 1 Considerations:*

- Cited contract The Quoter may use prior experiences in which they served as a prime or subcontractor; however, experience as a prime may instill higher confidence.
- Each contract citation is not required to address all elements identified in the table above. The Quoter (and its proposed team) may demonstrate prior experience through a combination of projects (contract citations) that altogether demonstrate their prior experience in response to the requested information in the table above. However, contract citations most similar in scope may instill higher confidence. Additionally, a cited contract experience supporting most/all elements may instill higher confidence.
- Demonstrated prior experience information shall be included for select Civilian and/or DoD U.S. Federal, State, and/or Local Governments contracts.
- Although Quoters are permitted to utilize the prior experience of other than prime/lead-

Commented [KDH(F4)]: Amendment A003

Commented [KDH(F5)]: Amendment A003

Commented [KDH(F6)]: Amendment A003

~~Quoter, citations are limited to a maximum of three (3) submissions total. The team shall make a business decision as to which experiences to submit that reflect the breadth of experience covering the elements in the table above.~~

- Considering the basis of Factor 1 is the demonstrated prior experience of the Quoter and its proposed team and through a combination of projects (where necessary and as applicable; see second bullet above), a Quoter that submits a response under Factor 1 which utilizes cited prior experience for proposed Contractor Teaming Arrangement Member(s)/Joint Venture Partner(s)/prime-subcontractor arrangement(s) or any other teaming arrangement(s) will only be eligible to participate in subsequent phases using the same business relationship(s) and/or arrangements, if any, indicated within the Phase I submission. As a result, the Government will not consider subsequent Phase II or Optional Phase III responses which change the nature of a proposed team .
- Any demonstrated prior experience information provided is subject to verification/validation by the Government. The Government reserves the right to contact the points of contact provided within the citation(s), and any project officials and/or other persons who have been involved in any of the contracts listed to verify information about the demonstrated prior experience and confirm the level and quality of the experience. This applies to demonstrated prior experience information provided for Teaming Arrangement(s)/JV(s)/Subcontractor(s). In addition, the Government reserves the right to review any information contained within the Contractor Performance Assessment Reporting System (CPARS) or any other Government system, source, or individual.

### L.6.3 PHASE I – ADVISORY DOWN-SELECT

The USCB will evaluate the Phase I (Factor 1: Demonstrated Prior Experience) written submissions in accordance with Section M.2 Non-Price Factors – Evaluation. Following evaluation of Phase I submissions, the USCB will provide advisory notifications to Quoters. This notification will provide the Quoters of the Government’s advisory recommendation to proceed or not to proceed with Phase II submissions. Quoters who provide the Government with the greatest levels of confidence will be advised to proceed to Phase II of the quotation submission process. Quoters who were not amongst the most highly rated will be advised that they are unlikely to be viable competitors. The intent of this advice is to minimize quote development costs for those Quoters with little to no chance of receiving an award. Quoters should note that Phase I evaluation of Factor 1 is **more important** than Phase II/Optional Phase III evaluation factors. The USCB intends to provide no more than three (3) Quoters with an advisory notification to proceed. However, the USCB’s advice is a recommendation only, and those Quoters who were advised not to proceed may elect to continue their participation in the procurement under Phase II.

The Government does not intend to provide brief explanations after the completion of the advisory down-select notifications. Failure to participate in Phase I of the procurement precludes further consideration of a Quoter. Phase II submissions will not be accepted from Quoters who

have not submitted Phase I submissions by the due date and time stated in this RFQ.

All Quoters who choose to proceed with Phase II submissions shall send an Opt-In notification email to Jason Winings, Contract Specialist, at [Jason.K.Winings@census.gov](mailto:Jason.K.Winings@census.gov) and Kristina Hartman, Contracting Officer, via email at [Kristina.D.Hartman@census.gov](mailto:Kristina.D.Hartman@census.gov) no later than 5:00 PM ET on the 3rd business day after receipt of the advisory notification indicating their intent to participate in Phase II, however the actual notification will control the final timeline. The subject line for opting into participation under Phase II shall be marked “[Company Name] – PHASE II OPT IN – 1333-LB-24-JK-0001.” Failure to opt into participation under Phase II within the time frame indicated may preclude the Quoter from being considered further.

#### **L.7 PHASE II**

Following the aforementioned opt in period, the Government will issue Phase II instructions to only those Quoters who elected (opted-in) to proceed within the parameters established above. Phase II instructions will include the due date of submissions. As a reference, the Phase II written submission due date will be approximately two (2) weeks from the date of the advisory notification. Phase II includes the written submission of Volume 2 – Factor 2: Technical Approach and Volume 3 (Business/Price Quote) – Factor 3: Price as detailed below.

##### **L.7.1 VOLUME 2 – FACTOR 2: TECHNICAL APPROACH**

The Quoter shall provide their methodologies and approaches for fulfilling the requirements outlined in the following table and include any information that could help the Government assess its confidence in the Quoter’s understanding of the requirements, the soundness in the approach, and the likelihood of the successful performance of the requirements of the agreement. Approaches and methodologies shall address each functional area and subtask area provided in the table below as well as information regarding the proposed support models, tools, best practices, industry standards, and implementation strategies, where applicable.

| Functional Area                                                                        | Sub-Task Area                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.4.1 FUNCTIONAL AREA 0001:<br/>OPERATIONAL SUPPORT (ON-<br/>PREMISES)</b>          | <ul style="list-style-type: none"> <li>• Enterprise and Data Center Management</li> <li>• Enterprise-Infrastructure Monitoring</li> <li>• 24/7/365 Incident Management</li> <li>• Process Development and Management services to include Configuration Management, Change Management, Release Management, Problem Management</li> <li>• Data Management and Disaster Recovery</li> </ul> |
| <b>C.4.2 FUNCTIONAL AREA 0002:<br/>ENTERPRISE MULTI-<br/>CLOUD/HYBRID-CLOUD VISION</b> | <ul style="list-style-type: none"> <li>• Cloud Solutions Architecture and Engineering Management</li> <li>• Enterprise Infrastructure Architecture</li> </ul>                                                                                                                                                                                                                            |

|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                          | <ul style="list-style-type: none"> <li>Design</li> <li>• Consultation and Continuous Improvement</li> <li>• Zero Trust Architecture (ZTA) and security</li> <li>• Training</li> <li>• Describe your approach to building and managing an enterprise-scale, cloud-native, solution to host disparate application workloads</li> </ul>                                                                                                                                                                                                                                         |
| <b>C.4.3 FUNCTIONAL AREA 0003: INTEGRATION AND MIGRATION ENGINEERING</b> | <ul style="list-style-type: none"> <li>• Systems Engineering Management</li> <li>• Master Integration and Engineering Management (MIEM)</li> <li>• DevSecOps Platform and CI/CD Pipeline Management</li> </ul>                                                                                                                                                                                                                                                                                                                                                               |
| <b>C.4.4 FUNCTIONAL AREA 0004: OPERATIONAL SUPPORT (CLOUD)</b>           | <ul style="list-style-type: none"> <li>• Enterprise Cloud Management</li> <li>• Enterprise Cloud Monitoring</li> <li>• Cloud Process Development and Management</li> <li>• Cloud Security Management</li> <li>• Cloud Financial Management including enforcing robust cost control standards</li> <li>• Cloud Data Management and Disaster Recovery</li> <li>• Enhance Cloud Operations</li> <li>• Cloud Concept of Operations (ConOps) Support</li> <li>• Discuss your approach to validating, evaluating, and remediating untagged/incorrectly tagged resources</li> </ul> |
| <b>C.4.5 FUNCTIONAL AREA 0005: PROGRAM AND BPA MANAGEMENT</b>            | <p>The Quoter is required to provide a BPA Management Plan in accordance with Section F.6.1.3 of this BPA. The BPA Management Plan is considered an attachment to the Quoter's submission of Volume 2 – Factor 2. The BPA Management Plan is limited to eight (8) pages and is excluded from the Total Page count for VOLUME 2 – FACTOR 2: TECHNICAL APPROACH.</p>                                                                                                                                                                                                           |

#### **L.7.2 VOLUME 3 BUSINESS/PRICE QUOTE – FACTOR 3: PRICE**

Volume 3 - Business/Price Quote shall be provided subject to the content and format requirements identified below and shall be structured as follows:

| Section | Volume 3 - Business/Price Quote | Page Limit |
|---------|---------------------------------|------------|
| 1.0     | Business/Price Narrative        | 7 Pages    |
| 2.0     | Attachment J.2 – BPA Rate Card  | N/A        |

#### L.7.2.1 SECTION 1.0 BUSINESS/PRICE NARRATIVE

- A. **Title Page/Cover Letter** (Excluded from Page Limit)
- B. **Business Overview** including the following information:
  - a. RFQ Number.
  - b. Name, Address, Website, UEI, CAGE, and Business Size of Quoter (Prime/Lead) and any proposed Sub-Contractor(s)/Teaming Arrangement(s)/JV, if applicable.
  - c. Quoter (Prime/Lead) Point of Contact name, telephone number, and primary email address.
  - d. Name, title, and signature of the Prime/Lead Quoter's authorized representative (signature authority).
  - e. Applicable GSA MAS Contract number(s) and URL Link(s) to GSA FSS Pricelist(s).
  - f. A statement regarding whether the price quote complies with the terms and conditions of the referenced GSA Schedule Contract(s) and the requirements of this agreement.
- C. **Business Considerations** including the following information:
  - a. *Representations, Certifications, and Provisions* : The Contractor shall complete Attachment J.8 – Representations, Certifications, and Provisions. Completed Attachment J.8 is excluded from the total page count of *Section 1.0 Business/Price Narrative*.
  - b. *Identification of Actual or Potential Organizational Conflicts of Interest (OCI)*: In accordance with CAR 1352.209-70, Potential Organizational Conflict of Interest, the Quoter shall provide complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition and a statement describing in a concise manner for the Prime and first tier subcontractors all past, present, or potential organizational conflicts of interest with this acquisition.
  - c. Verification of applicable GSA MAS FSS Contract(s) Duration(s).
  - d. MAS Contractor Teaming Arrangement Agreement, if applicable. This is considered an attachment to the Quoter's submission of Volume 3.0 Factor 3: Price and is excluded from the total page count for Volume 3 - Factor 3: Price.

- D. Price Narrative and Conditions:** Any assumptions/considerations used to develop the business/price quote and an explanation of the basis of prices quoted, to include the rationale for discounts available, and any other relevant facts/factors that would assist the Government in assessing the fairness and reasonableness of the pricing quoted.

#### **L.7.2.2 SECTION 2.0 PRICE QUOTE WORKSHEET**

The Quoter shall complete Attachment J.2 – *BPA Rate Card* in accordance with the instructions provided in the attachment. The government will use these rates as a basis for evaluation as described in Section M.3 Factor 3 Price.

*In an increasingly budget-constrained environment, federal employees are being asked to reassess ongoing activities toward cost reduction. These current significant budgetary constraints demand that the impact of these constraints and ownership of the solution be shared throughout the public sector, including its Contractors. The Quoter is asked to consider reduction in rates/unit prices, or elimination of costs/pricing of the escalation of rates, during the performance period of this BPA and the issuance of subsequent Orders.*

*Note- Evaluation of Option: Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the quote for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options.*

### **L.8 OPTIONAL PHASE III**

#### **L.8.1 OPTIONAL FACTOR 4: ORAL BRIEFING/TECHNICAL CHALLENGE SESSION**

**Note:** *This Optional Phase/Factor is a potential part of the evaluation process. This Optional Phase/Factor would consist of a non-price element for evaluation – Factor 4: Oral Briefing/Technical Challenge.*

It is the Government's intent to make an award following the evaluation of Phase I and Phase II submissions. However, following evaluation of Factor 1 and Factor 2, the Government may find it necessary to utilize Optional Phase III/Factor 4 to further assess its confidence. Prior to electing utilization, no award decisions or best value considerations will have been performed. As outlined in Section M, Factor 3: Price is evaluated separately from non-price factors. Factor 3: Price will not be introduced or considered in the determination of utilization of Optional Phase III. Further, this Optional Phase/Factor is not a competitive range determination as that term only exists in procurements conducted under FAR 15.3 procedures and the Government is not requesting any revisions or exchanges of any previously submitted Quotes.

Following evaluations of written quotation submissions under Phase II and if the Government determines it is necessary to continue past written submissions under Phase I and Phase II, the

Government may utilize Optional Phase III – Optional Factor 4: Oral Briefing/Technical Challenge Session. If Optional Phase III is utilized, the Government will provide advisory notifications to Quoters. This notification will advise the Quoters of the Government’s advisory recommendation to proceed or not to proceed with Phase III. Those Quoters whose Factor 1 and Factor 2 submissions, combined, provided the highest level of confidence to the Government may be invited/advised to continue to Optional Phase III via an advisory down-select. Quoters who were not amongst the most highly rated for Factor 1 and Factor 2, combined, will be advised that they are unlikely to be viable competitors. Quoters shall consider the order of importance of the non-price factors as stated in section M.1 Basis of Award before opting into Phase III if it is utilized. However, the USCB’s advice is a recommendation only, and those Quoters who were advised not to proceed may elect to continue their participation in the procurement under optional Phase III if it is utilized by the Government.

If the Government elects not to utilize Optional Phase III, an email with this election will be provided to all participants under Phase II. If the Government elects to utilize Optional Phase III, participants under Phase II will be notified in their Advisory Down-Select Notification.

If utilized, Quoters who choose to proceed with participation in Optional Phase III shall send an opt in notification email to Jason Winings, Contract Specialist, at [Jason.K.Winings@census.gov](mailto:Jason.K.Winings@census.gov) and Kristina Hartman, Contracting Officer, via email at [Kristina.D.Hartman@census.gov](mailto:Kristina.D.Hartman@census.gov) no later than 5:00 PM ET on the 3rd business day after receipt of the advisory notification indicating their intent to participate in Optional Phase III, however the actual notification will control the final timeline. The subject line for opting into participation under Phase III shall be marked “[Company Name] – PHASE III OPT IN – 1333-LB-24-JK-0001.” Failure to opt into participation under Phase III within the time frame indicated may preclude the Quoter from being considered further.

If the Government elects to utilize Optional Phase III, the Optional Phase III may proceed as follows:

- Oral Briefings/Technical Challenge Sessions will be held virtually at a date and time established by the Government.
- Invitations, Specific timelines, and instructions for the Oral Briefings/Technical Challenge Session will be provided by the Government at least 2 weeks prior to the participating Quoters’ scheduled presentation. The Government may provide the minimal technical requirements and/or specifications pertaining to the Oral Briefing/Technical Challenge Session at that time.
- The Government does not intend to provide brief explanations after the completion of the down-select notifications. Brief explanations may be provided following award in accordance with L.9.
- Optional Phase III participation will not be permitted for Quoters who have not submitted Phase I and Phase II submissions by the due date and time stated in this RFQ. Failure to participate in Phase I and Phase II of the procurement precludes further consideration of a

Quoter.

#### **L.9 POST AWARD BRIEF EXPLANATION**

In accordance with FAR 8.405-3(b)(3), a brief explanation of the basis for the award decision may be provided. At the discretion of the Contracting Officer, the Brief Explanation may be provided with the timely notification to unsuccessful Quoters or by request from the Quoter. These requests shall be sent via email with the subject marked “[Company Name] – Request for Brief Explanation – RFQ 1333-LB-24-JK-0001” to Jason Winings, Contract Specialist, via email at [Jason.K.Winings@census.gov](mailto:Jason.K.Winings@census.gov) and Kristina Hartman, Contracting Officer, via email at [Kristina.D.Hartman@census.gov](mailto:Kristina.D.Hartman@census.gov).

#### **L.10 CAR 1352.233-70 AGENCY PROTESTS (APR 2010)**

- (a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)
- (b) Agency protests filed with the Contracting Officer shall be sent to the following address:  
Kristina Hartman  
U.S. Census Bureau  
4600 Silver Hill Road  
Washington, DC 20233
- (c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Ms. Leslie Andrees, Protest Decision Authority, U.S. Census Bureau, Room 3J438, 4600 Silver Hill Road, Washington, DC, 20233.
- (d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
- (e) Service upon the Contract Law Division shall be made as follows:  
U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W. Room 5099  
Washington, D.C. 20230.  
FAX: (202) 482-5858  
Email: [jkline@doc.gov](mailto:jkline@doc.gov)

#### **L.11 CAR 1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)**

- (a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
- (b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
- (c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce,  
Office of the General Counsel,  
Chief, Contract Law Division,  
Room 5893, Herbert C. Hoover Building,  
14th Street and Constitution Avenue, NW.,  
Washington, DC 20230.  
FAX: (202) 482-5858;  
Email: [jkline@doc.gov](mailto:jkline@doc.gov).

**(End of Section L)**

**SECTION M - Evaluation Factors for Award****M.1 BASIS OF AWARD**

Award will be made to the responsible Quoter whose quote provides the greatest overall value to the Government, price and all other factors considered. The best value determination will be accomplished by comparing the merits of the differences in the Non-Price Evaluation Factors for competing quotes (based on the Government's level of confidence) with the merits of the differences in their price to the Government. In making these comparisons, the Government is more concerned with obtaining superior non-price benefits than with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior non-price benefits. Quoters are advised that the non-price evaluation factors are significantly more important than price.

**M.1.1 EVALUATION CRITERIA**

Evaluation of all quotes will be made in accordance with the criteria outlined in this section. Quotes will be evaluated according to the following factors:

Factor 1 – Demonstrated Prior Experience

Factor 2 – Technical Approach

Factor 3 – Price

Optional Factor 4 – Oral Presentation/Technical Challenge (Optional Phase III)

Non-Price Factors (Factor 1, 2, and 4 – if utilized) are listed in descending order of importance.

When combined, non-price evaluation factors are significantly more important than Factor 3 (Price). If the merits of the non-price evaluation factors of competing quotes approach parity, Factor 3 (Price) will become more important in the assessment of best value.

**AWARD ON INITIAL RESPONSES**

The Government anticipates selecting the best-suited quoter from initial responses without engaging in exchanges with Quoters. Therefore, Quoters are strongly encouraged to submit their best technical and pricing quotes in response to this RFQ.

**EXCHANGES WITH BEST-SUITED QUOTE**

Once the Government determines the Quoter that is the best suited (i.e., the apparent successful Quoter), the Government reserves the right to communicate with only that Quoter to address any remaining issues, if necessary, and finalize an agreement with that Quoter. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited Quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited Quoter, no further communications with the prior Quoter will be entertained until after the

agreement has been established. This process shall continue until an agreement is successfully reached and a BPA has been established. The Government is not obligated to communicate with every Quoter. The best-suited Quoter may be offered the opportunity to remedy any issues, if they exist, prior to contract award for any factor.

#### **SPECIAL NOTICE TO QUOTERS**

The Government is exercising its discretion in verifying the Small Business status of the Quoter (and proposed team, as applicable) under the primary NAICS code applicable to this requirement. The primary NAICS code applicable to this requirement is 541519 - Other Computer Related Services, with a small business size standard of \$34M. Accordingly, a Quoter's socioeconomic status as identified in their profile contained in the GSA Schedule eLibrary may not be deemed sufficient for documenting small business status. Rather, business size will be verified by a review of the Quoter's Representations and Certifications as contained in the System for Award Management (SAM) as of the date of Phase I quote submission.

The Government will compare the Quotes to the instructions in Section L of this RFQ in order to perform a compliance review. Failure to provide quotes in accordance with the instructions/format specified in this RFQ including the omission of any required information may render the Quoter's quote non-compliant. Non-compliant quotes may not be further evaluated or further considered for award.

#### **INNOVATIVE PROCUREMENT TECHNIQUES**

This RFQ encompasses several innovative procurement techniques. While these techniques are not new to the USCB, we recognize that many vendors may not have seen them before. To increase transparency of them with industry, they are listed below. The Periodic Table of Acquisition Innovations (PTAI), <https://acquisitiongateway.gov/periodic-table>, includes a full tile sharing the description, problems solved, benefits of use, small business benefit, and real sample documents (including training aids) for each. For ease of access, please feel free to review the [PTAI PDF Playbook](#).

- Confidence Ratings
- Down-Selects
- Oral Briefings
- On-the-Spot Consensus
- Rates Only for Price Evaluations (ROPE)

#### **M.2 NON-PRICE FACTORS – EVALUATION**

Factor 1 (Demonstrated Prior Experience), Factor 2 (Technical Approach), and, **only if utilized**, Optional Factor 4 (Oral Briefing/Technical Challenge) make up the Non-Price (Technical) Evaluation Factors.

The evaluation of Factor 1 and Factor 2, and if utilized, Optional Factor 4, will be performed

holistically and each factor will be assigned a confidence rating based on a rating scale of “high confidence,” “some confidence,” and “low confidence,” representing the Government’s confidence that the Quoter understands the requirements, quotes a sound approach, and will be successful in fulfilling the BPA requirements. In evaluation of Factor 1, Factor 2, and Optional Factor 4 (if utilized), the Government may identify aspects which increase or decrease (lower) the Government’s confidence.

**For the purposes of this RFQ, these ratings are defined as follows:**

|                        |                                                                                                                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>High Confidence</b> | The Government has <b>high confidence</b> that the Quoter understands the requirements, provides a sound approach, and will be successful in fulfilling all BPA requirements.                |
| <b>Some Confidence</b> | The Government has <b>some confidence</b> that the Quoter understands the requirements, provides a sound approach, and will be successful in fulfilling <i>most</i> of the BPA requirements. |
| <b>Low Confidence</b>  | The Government has <b>low confidence</b> that the Quoter understands the requirements, provides a sound approach, or will be successful in fulfilling the BPA requirements.                  |

Grammar, spelling, punctuation, and other evidence of errors/failure to follow instructions, lacking quality in the submission may result in lower confidence by the Government.

### **M.3 FACTOR 3 PRICE**

Price will be evaluated separately from the non-price evaluation factors and applied in the determination of best value. All information provided under the Price Quote will be used for price evaluation, as defined below.

#### **1. Completeness and Accuracy**

The Government will review the price quote for completeness and accuracy. A determination will be made as to whether the Quoter has properly understood the price quote instructions as specified in Section L and attachment J.2 *BPA Rate Card* and properly completed and provided all the required components outlined in Section L and attachment J.2 *BPA Rate Card*. Changes to the evaluation quantities, blanks, or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Quoters’ intent. The Quoter’s quote will be checked for mathematical correctness to include the following:

1. Checking arithmetic in all computations; and
2. Verifying that all prices are summarized correctly.

#### **2. Price Reasonableness**

An evaluation of the Quoter’s price quotes may be made to determine if prices are fair and

reasonable. Reasonableness determinations may be made by (1) determining if competition exists, (2) by comparing quoted prices with established Master GSA MAS Rates, and/or (3) by comparing quoted prices with the Government estimate.

### **3. Total Evaluated Price**

To assist in the selection of the best value Quoter for this BPA opportunity, the Government will use the quoted hourly rates from the Attachment J.2 - BPA Rate Card spreadsheet. The Government will apply those quoted rates to a pre-determined estimated number of hours for each labor category to arrive at a total evaluated price to be utilized in determining best value utilizing the Rates Only for Price Evaluations (ROPE) Method.

The overall estimated BPA value is provided in Section B.3. The total evaluated price computed utilizing the ROPE Method is used for evaluation purposes only.

The total evaluated price for the Quoter's submitted price quote will be an evaluation of the sum total of the base and all options. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR clause 52.217-9. Evaluation of options will not obligate the Government to exercise the option(s).

**(End of Section M)**

**END OF SOLICITATION**