

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: 1 32  
 2. CONTRACT NO: NMA-12-C-0002  
 3. AWARD EFFECTIVE DATE: 11/3/2011  
 4. ORDER NUMBER: \_\_\_\_\_  
 5. SOLICITATION NUMBER: \_\_\_\_\_  
 6. SOLICITATION ISSUE DATE: \_\_\_\_\_

7. FOR SOLICITATION INFORMATION CALL: DEBRA GRISHAM  
 8. TELEPHONE NUMBER: \_\_\_\_\_  
 9. OFFER DUE DATE/LOCAL TIME: \_\_\_\_\_

9. ISSUED BY: NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (BA)  
 8001 Adelphi Rd Rm 3340  
 Attn: Debra Grisham 301-837-6446  
 College Park MD 20740-6001  
 CODE: NAR-BA-DGRISH  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR SET ASIDE FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 NAICS: 519130 NUBZONE SMALL BUSINESS  SOLE SOURCE  
 SIZE STANDARD: 500 SERVICE-DISABLED VETERAN OWNED SHALL SUSPENSE  (A)

11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE  
 12. DISCOUNT TERMS: \_\_\_\_\_  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700): \_\_\_\_\_  
 13b. RATING: \_\_\_\_\_  
 14. METHOD OF SOLICITATION:  RFP  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE: \_\_\_\_\_  
 16. ADMINISTERED BY: Same as Issuing Office  
 CODE: NAR-SAMR AS ISSU

17. CONTRACTOR/OFFEROR: INFLECTION LLC  
 555 TWIN DOLPHIN DRIVE  
 REDWOOD, CITY CA 94065  
 CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_  
 18a. PAYMENT WILL BE MADE BY: ARC/ASD/NAR  
 CODE: ARC/ASD/NAR  
 ARC/ASD/NAR, AVERY 3E  
 PO BOX 1328  
 NARBEPD.TREAS.GOV  
 PARKERSBURG WV 26106-1328  
 TELEPHONE NO: \_\_\_\_\_

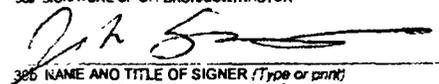
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT EACH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a No Cost contract. The Contractor shall provide hosting access to the 1940 Census. In accordance with the Statement of Work and the Contractor's quote dated September 8, 2011, the Contractor's quote is hereby incorporated by reference into the contract with the same force and effect as if in full text.  In accordance with this contract, the Contractor shall provide all management, supervision, labor, material, supplies, transportation, and equipment (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
 25. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 52.212-4 FAR 52.212-3 AND 52.212-5 ABE ATTACHED. ADDENDUM A ARE  ARE NOT ATTACHED  
 X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDUM A ARE  ARE NOT ATTACHED

X 26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 28. AWARD OF CONTRACT REF: \_\_\_\_\_ OFFER: \_\_\_\_\_  
 OATED: \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

30. SIGNATURE OF OFFEROR/CONTRACTOR:   
 31a. UNITED STATES OF AMERICA, SIGNATURE OF CONTRACTING OFFICER:   
 30b. NAME AND TITLE OF SIGNER (Type or print): John Spottswood EUP Dir. Dev.  
 30c. DATE SIGNED: 11/2/11  
 31b. NAME OF CONTRACTING OFFICER (Type or print): ROBERT J. SINGMAN  
 31c. DATE SIGNED: 11/3/2011

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER: \_\_\_\_\_ PAGE OF: 1 32  
 2 CONTRACT NO: NAMA-12-C-0002  
 3 AWARD/EFFECTIVE DATE: 11/04/2011  
 4 ORDER NUMBER: \_\_\_\_\_  
 5 SOLICITATION NUMBER: \_\_\_\_\_  
 6 SOLICITATION ISSUE DATE: \_\_\_\_\_

7 FOR SOLICITATION INFORMATION CALL: DEBRA GRISHAM  
 a NAME: DEBRA GRISHAM  
 b TELEPHONE NUMBER: \_\_\_\_\_ (No collect calls)  
 8 OFFER DUE DATE/LOCAL TIME: \_\_\_\_\_

9 ISSUED BY: National Archives and Records Administration (BA)  
 8601 Adelphi Rd Rm 3340  
 Attn: Debra Grisham 301-837-0446  
 College Park MD 20740-6001  
 CODE: NAR-BA-DGRISH  
 10 THIS ACQUISITION IS:  
 UNRESTRICTED OR  SET ASIDE % FOR:  
 SMALL BUSINESS  EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  SOLE SOURCE  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)  
 NAICS 519130  
 SIZE STANDARD: 500

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: \_\_\_\_\_  
 SEE SCHEDULE  
 12 DISCOUNT TERMS: \_\_\_\_\_  
 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700): \_\_\_\_\_  
 13b RATING: \_\_\_\_\_  
 14 METHOD OF SOLICITATION:  RFQ  IFB  RFP

15 DELIVER TO: \_\_\_\_\_ CODE: \_\_\_\_\_  
 16 ADMINISTERED BY: Same as Issuing Office  
 CODE: NAR-SAME AS ISSU

17a CONTRACTOR/OFFEROR: INFLECTION LLC  
 555 TWIN DOLPHIN DRIVE SUITE 200  
 REDWOOD CITY CA 94065-2134  
 CODE: 790067032 FACILITY CODE: \_\_\_\_\_  
 18a PAYMENT WILL BE MADE BY: ARC/ASD/NAR  
 CODE: ARC/ASD/NAR  
 ARC/ASD/NAR  
 ARC/ASD/NAR, AVERY 3F  
 PO BOX 1328  
 NAR@BPD.TREAS.GOV  
 PARKERSBURG WV 26106-1328  
 TELEPHONE NO: \_\_\_\_\_

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: \_\_\_\_\_  
 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	This is a No Cost contract. The Contractor shall provide hosting access to the 1940 Census. In accordance with the Statement of Work and the Contractor's quote dated September 8, 2011, the Contractor's quote is hereby incorporated by reference into the contract with the same force and effect as if in full text.  In accordance with this contract, the Contractor shall provide all management, supervision, labor, material, supplies, transportation, and equipment (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA: See schedule  
 26 TOTAL AWARD AMOUNT (For Govt Use Only): \$0.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED ADDENDA: \_\_\_\_\_ ARE \_\_\_\_\_ ARE NOT ATTACHED  
 X 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA: X ARE \_\_\_\_\_ ARE NOT ATTACHED

X 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN  
 29 AWARD OF CONTRACT REF: \_\_\_\_\_ OFFER DATED: \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR: \_\_\_\_\_  
 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): \_\_\_\_\_

30b NAME AND TITLE OF SIGNER (Type or print): \_\_\_\_\_  
 30c DATE SIGNED: \_\_\_\_\_  
 31b NAME OF CONTRACTING OFFICER (Type or print): ROBERT J. SINGMAN  
 31c DATE SIGNED: \_\_\_\_\_

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	described within the attached statement of Work.  Base: Hosting and Provide Access to the 1940 Census in accordance with the Statement of Work  No Cost Line Item Period of Performance: 11/04/2011 to 10/03/2012				0.00
0002	Option Period I: Hosting and Provide Access to the 1940 Census in accordance with the Statement of Work  No Cost Line Item Period of Performance: 11/04/2012 to 10/03/2013				0.00
0003	Option Period II: Hosting and Provide Access to the 1940 Census in accordance with the Statement of Work  No Cost Line Item Period of Performance: 11/04/2013 to 10/03/2014				0.00
0004	Option Period III: Hosting and Provide Access to the 1940 Census in accordance with the Statement of Work  No Cost Line Item Period of Performance: 11/04/2014 to 10/03/2015  Continued ...				0.00

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED

ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33 SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37 CHECK NUMBER
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		
41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a RECEIVED BY (Print)	
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c DATE		
			42b RECEIVED AT (Location)	
			42c DATE REC'D (YY/MM/DD)	42d TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NAMA-12-C-0002

PAGE OF

3

32

NAME OF OFFEROR OR CONTRACTOR

INFLECTION LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option Period IV: Hosting and Provide Access to the 1949 Census in accordance with the Statement of Work				0.00

No Cost Line Item

Period of Performance: 11/04/2015 to 10/03/2016

ADDITIONAL TERMS AND CONDITIONS

## I. GOVERNMENT CONTRACT SPECIALIST

The Contract Specialist assigned to this contract is:

Debra Grisham, Contract Specialist

Telephone: (301) 837-0446

Email: debra.grisham@nara.gov

## II. Attachments

1. Statement of Work dated November 2, 2011
2. Additional Terms and Conditions

## III. DISTRIBUTION LIST:

- (X) Contract File - Original
- (X) Vendor - 1 Copy
- (X) Requesting Office - 2 Copies
- ( ) NAF - Property (e-mail: HQ-NARA-NAF-PMB)
- ( ) All to the Dock

**ATTACHMENT 1**  
**STATEMENT OF WORK FOR HOSTING THE 1940 CENSUS FOR THE**  
**FOR THE**  
**NATIONAL ARCHIVES AND RECORDS ADMINISTRATION**

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## 1. Background

The National Archives and Records Administration (NARA) is an independent Federal Agency whose mission is to preserve and provide ready access to records of the Federal Government. In support of our mission, the National Archives is preparing for the release of the records of the 1940 Census on April 2, 2012. Census records are one of the most frequently used records of the Federal government and are of interest both to genealogical and other researchers. By law, decennial Census information about individuals is restricted under Title 13 of the United States Code for seventy-two years after it is collected. This restriction period for the 1940 Census expires on April 1, 2012 but because April 1 falls on a Sunday, NARA plans to release the data on Monday, April 2. While previous decennial Censuses were made available to the public on microfilm, NARA has created digital images of the 1940 Census schedules and maps, to make the 1940 Census available in a more modern and efficient format for researcher access.

NARA has completed the digitization effort and has produced 3.8 million JPEG images, comprised of 20 Terabytes of data, from 4,745 rolls of the 1940 Census microfilm. In addition NARA has created metadata for these images to allow searching at the Enumeration District level. NARA will provide the descriptive image metadata to the chosen Contractor within five days after the contract is awarded and the images no later than November 1, 2011, providing the Contractor's employees have received Title 13 Special Sworn Status by that date (See Section 4.1.2). It is NARA's intent to provide the 1940 Census digital images on a CRU-Dataport RTX800-IR or equivalent encrypted storage device (salient characteristics of the equipment are provided in Section 8 of this RFQ). If NARA is unable to provide these images using the encrypted storage device, the Contractor shall provide an alternate method approved by NARA of securely accepting these images.

NARA will provide the Contractor with the domain for the 1940 Census web site.

Drawing from NARA's experience in releasing the 1930 Census and the experience of the National Archives of the United Kingdom when they released their 1901 and 1911 Censuses, NARA anticipates immense interest in the 1940 Census and a tremendous increase in traffic to its [www.archives.gov](http://www.archives.gov) web site. Given this, the managed hosting and online access solution must meet the following requirements:

## 2. Objectives

The objective of this Statement of Work (SOW) is to acquire, through a no-cost contract, managed hosting and free online access to the 1940 Census digital images when it is released to the public for the first time. Managed hosting and online access includes providing the public with the ability to search and browse the descriptions and digital images of the 1940 Census, zoom and pan the images, download single or multiple images associated with each enumeration district, and share the images through social media tools, at no cost to the user. The contract period of performance is one year, with four one-year options for renewal.

## 3. Scope of Work

The Contractor shall provide online access to the 1940 Census (schedules and maps) and metadata to enable the public to search the approximately 325,000 enumeration district

descriptions and browse the 3.8 million Census Population Schedule and Census map images that are associated with the descriptions at no cost to either the public or the Government. Prior to April 2, 2012, the Contractor may only use the digital images of the 1940 Census schedules for work required as part of this project. The Contractor may take no action to develop or create a name index or any other product prior to April 2, 2012. Starting on April 2, 2012 the Contractor may use the Census schedule images to create a name index, to host on its own web site, or to create other products.

Each Census schedule description and Census map description contains the following descriptive metadata:

- a. Year
- b. State
- c. County
- d. City or Township (where applicable)
- e. Enumeration District

In addition the XML for some images contains notes indicating when an image is missing, is a duplicate, or is the best available image.

The Census images (schedules and maps) are plain JPEG files. They are 8 bit/pixel gray scale images (256 shades of gray) and are approximately 7200 pixels x 5300 pixels +/- 200 pixels (there may be slight variations in size due to the cropping of each image). The file size is about 40 MB open and 4MB compressed. The physical dimensions of the Census schedules are the same for each schedule, but the dimensions of the maps vary. Please reference the sample images included with this RFQ, which include 1930 Census Schedule images and 1940 Enumeration District Maps.

See Appendix A for the number of 1940 Census JPEG images and the corresponding size of the files in Gigabytes (GB) for each U.S. state or territory.

#### 4. Requirements

The Contractor shall work with NARA to develop a joint communications plan.

##### 4.1 Security Requirements

The 1940 Census schedules are restricted from public access under Title 13 of the United States Code until April 2, 2012. The Contractor shall maintain all 1940 Census data in a secure facility and follow NARA and the Census Bureau's requirements for the handling of information containing personally identifiable information. NARA and the Census Bureau retain the option of performing physical and/or IT security inspections of the facility where the work will occur.

The Contractor shall develop a **Security Design Document (Deliverable 1)** describing the design and implementation details of the security mechanisms to be employed within the information system to control and audit access to the system and its data. The document should provide sufficient detail to permit analysis and testing of the security controls

NARA and the Census Bureau will perform an assessment of the Contractor's system security controls prior to the point where restricted data is processed by the system.

- 4.1.1 All work must be conducted in the United States.
- 4.1.2 The Contractor shall achieve Title 13 Special Sworn Status for all Contractor employees who work on the 1940 Census project (NARA will coordinate applying for the Title 13 Special Sworn Status between the Contractor and the Census Bureau). The Contractor shall provide NARA with the notarized Title 13 Special Sworn Status forms within 14 days after the award of the contract (**Deliverable 2**)
- 4.1.3 During the time that the data is subject to Title 13 restrictions, the system shall be physically (air-gapped) or logically isolated from the rest of the contractor's environment, and shall have network access controls, system level access controls, and application level access controls which restrict access to users who have received Title 13 Special Sworn Status. If the system will be logically segmented from the rest of the contractor's network, a managed interface (i.e., firewall) should be employed which has the capability of controlling access, and the flow of data, to and from the system. The contractor shall document these security mechanisms in the security design document. During the time that the data is subject to Title 13 restrictions, the system shall preserve all system log files pertaining to system and data access.
- 4.1.4 During the time that the data is subject Title 13 restrictions the contractor shall control access to all storage media (including backups) in compliance with NARA's **Protection of PII** clause.

All electronic storage media which becomes un-usable due to any reason including hardware/software failure or physical damage shall be maintained in a secure area accessible only to those with Title 13 Special Sworn Status until April 2, 2012. Media shall not be removed from the Contractor's premises unless it is to transport to NARA. After April 2, 2012, the Contractor may sanitize or dispose of the unusable media as it sees fit. If there is a requirement to dispose of the media prior to April 2, 2012, the Contractor shall contact NARA for instructions regarding shipping to NARA for sanitation and disposal.

- 4.1.5 The 1940 Census images will be encrypted when provided to the Contractor. NARA intends to provide the Contractor with the necessary key to unencrypt the data.

#### 4.2 Web Site Development

The Contractor shall develop a web site to serve as a portal to access the 1940 Census data

- 4.2.1 The 1940 Census web site must comply with Section 508 of the Rehabilitation Act, in accordance with the Government Product Accessibility Template, Attachment 5
- 4.2.2 The 1940 Census web site shall be consistent with the branding on NARA's web site, [www.archives.gov](http://www.archives.gov). The web site shall incorporate NARA and Census Bureau logos.

- 4.2.3 The web site shall clearly indicate that it is a joint effort between NARA and the Contractor, utilizing the following statement:
- "{1940 Census web site} is an official web site of the U.S. government, administered by the National Archives and Records Administration in partnership with {Contractor}. {Contractor} is a private entity which is hosting this web site."
- 4.2.4 The search interface and search result displays may not include advertising but may include a link to the Contractor's web site. Neither the Contractor's logo nor tagline may appear on the web site.
- 4.2.5 Provide a link to [www.archives.gov](http://www.archives.gov)
- 4.2.6 Provide a link to a NARA-provided email account for users to report issues/problems/questions ([1940Census@nara.gov](mailto:1940Census@nara.gov))
- 4.2.7 Design the web site so it can be indexed by external search engines.
- 4.2.8 Design the web site so it is browser independent.
- 4.2.9 Provide a means for users to bookmark images and share Census images using social media widgets.
- 4.2.10 The Contractor shall provide wireframes of the 1940 Census web site to NARA no later than 40 days of the award of the contract (**Deliverable 3**). The wireframes shall require NARA's Contracting Officer's Representative (COR) approval.
- 4.2.11 The Contractor shall provide to NARA a prototype of the 1940 Census web site, using the images and XML metadata provided by NARA, no later than 80 days after receiving the images and XML from NARA (**Deliverable 4**). The prototype shall require NARA's Contracting Officer's Representative (COR) approval.
- 4.2.12 The Contractor shall perform load and performance testing to ensure that the 1940 Census web site meets the anticipated demand and performance requirements.
- 4.2.13 Test scripts for the load and performance testing shall be provided to NARA for review and acceptance no later than by January 16, 2012 (**Deliverable 5**).
- 4.2.14 Load and performance testing shall be performed beginning no later than February 1, 2012.
- 4.2.15 Test reports from the load and performance testing shall be provided to NARA no later than February 10, 2012 (**Deliverable 6**).
- 4.2.16 Functional testing of the 1940 Census web site shall be performed by the Contractor and NARA beginning no later than February 27, 2012.

4.2.17 Test reports from the functional testing shall be provided to NARA no later than March 9, 2012 (**Deliverable 7**).

4.2.18 The Contractor shall make the site available for public use on April 2, 2012 at 9.00 am (Eastern time) The Contractor shall coordinate the launch of the site with NARA

#### 4.3 Online Access

Provide online access to the 1940 Census of Population and Housing digital images, including full text search of the descriptive metadata and the ability to browse, zoom/pan, and download one or many JPEG images, on the release date of April 2, 2012

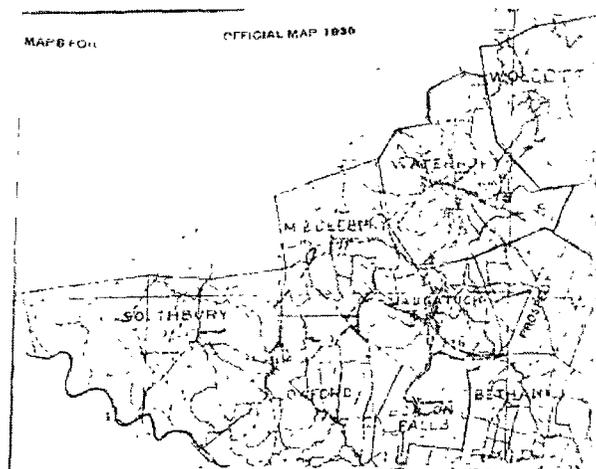
4.3.1 Online access shall be free of charge to the user and without requiring user registration or user identification

4.3.2 The Contractor shall work with NARA to create the search interface and search result displays

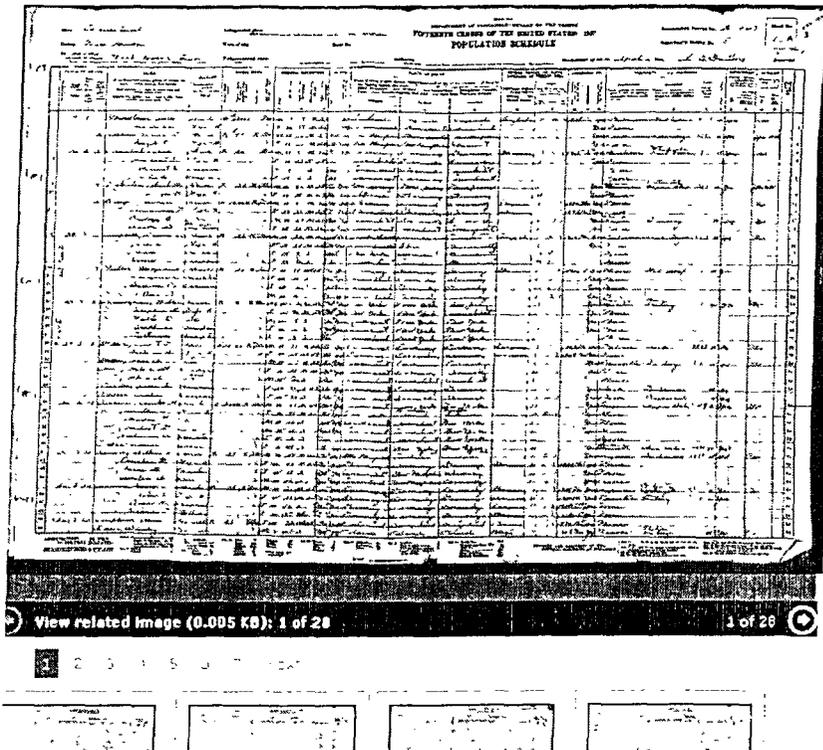
4.3.3 Enable users to search the descriptive metadata by state, county, city or township, and/or enumeration district

4.3.4 Provide at least the following three online search capabilities:

**Searching for the 1940 Census Schedules Using an Address** – Researchers can search for the 1940 Census Map by the county and/or town in which an address is located (e.g. '1940 Census New Haven ED Map'). This search would return the description for the 1940 Census Enumeration District Map with an image of a map. The researcher would locate the ED number on the map and then search for that ED number in the Census schedules



**Searching by the Enumeration District Number:** Researchers can search by an ED Number (e.g. '1940 Census New Haven 5-269'). This search would return the description for the Census Schedule for that enumeration district. There may be one or more Census Schedule images associated with the description



**Searching by Geographic Location:** Researchers who do not know the Street Address but have information about a geographic area (e.g. '1940 Census Schedules New Haven') can search with this information. This search might return multiple Census Schedule descriptions. The researcher will have to browse each description and their related images to find the schedule of interest. This same type of search would also apply to researchers searching for a facility (e.g. an orphanage or a hospital).

- 4.3.5 Enable users to browse the Census images associated with each enumeration district. The number of images associated with each enumeration district will vary depending on the population density.
- 4.3.6 When browsing from one image to another, each image should be presented to the user in 3 seconds or less.
- 4.3.7 Provide a zoom functionality that enables users to zoom and pan on each 1940 Census image.
- 4.3.8 Support at least a 2x zoom for each 1940 Census image.
- 4.3.9 When moving from the standard rendered image to each zoom level (e.g. zoom 1x, 2x, 3x) the reformatted image should be rendered in 2 seconds or less.
- 4.3.10 Enable users to download each 1940 Census image to their computing device (e.g. laptop, tablet or workstation).

- 4.3.11 Provide an option for users to download Census images by Enumeration District. The average number of schedule images per description is 23 and the maximum number of schedule images per description is 437. NARA anticipates that users will want the ability to download the images associated with a particular enumeration district.

*The following use case describes this functionality. A researcher searches by an Enumeration District Number (e.g. '1940 Census New Haven 5-269'). Assuming there are 50 census schedule images associated with this enumeration district, users shall have the ability to download a single, multiple or 'All' images from a particular search to their computing device.*

- 4.3.12 To achieve the best text detail for viewing and printing, provide the full 4 MB image file size (as provided by NARA) for download.

#### 4.4 Host the 1940 Census Web Site

- 4.4.1 Support up to 10 million hits per day, while providing response times of less than three seconds for keyword searches of the descriptive metadata. A hit is defined as a request for a file from the web server.

- 4.4.2 Support up to 25,000 concurrent users.

- 4.4.3 Scale on demand in the event that 10 million hits and/or 25,000 concurrent users are exceeded to ensure that the performance requirements (4.3.6, 4.3.9) are still achieved. A hit is defined as a request for a file from the web server.

- 4.4.4 Provide 24 hours a day, 7 days a week, 365 days a year online access to the 1940 Census.

- 4.4.5 Provide NARA-accessible Web Trends or similar reports on web site usage/statistics.

- 4.4.6 Provide the capability to update the web site, data, and information on the site upon request by NARA. NARA may provide additional information for the Contractor to put online. This information may include rescanned images, metadata text, links to images, etc.

#### 4.5 Transition

- 4.5.1 NARA anticipates that demand for access to the 1940 Census images will decrease over time. If demand decreases to a level which NARA can support on its own web site, the Contractor shall assist NARA in transitioning from the 1940 Census web site to NARA Online Public Access system.

- 4.5.2 The Contractor shall work with NARA to communicate the change to users of the site.

#### 4.6 Project Management

- 4.6.1 The Contractor shall sponsor and lead a Kickoff Meeting no later than 7 days of the award date of the contract to prepare NARA and the Contractor for the work described in

this RFQ. The Kickoff Meeting shall be held at NARA's College Park facility. The Contractor shall document the decisions made in the Kickoff Meeting Minutes (**Deliverable 8**).

- 4.6.2 The Contractor shall identify their project management structure and the individuals involved with this project. The Contractor shall finalize the draft **Project Management Plan (PMP) (Deliverable 9)** provided with the quote no later than 14 days of the award of the contract. The PMP shall include at a minimum, a description of the project, project scope, assumptions and constraints, risk management methodology, configuration management policy and procedures, quality assurance policy and procedures, and integration and system test activities, including security integration and acceptance test approach.
- 4.6.3 The Contractor shall finalize the draft **Work Breakdown Structure (WBS) (Deliverable 10)** and draft **Project Schedule (Deliverable 11)** provided with the quote utilizing the WBS, which shall include at a minimum the project tasks and the resource(s) to which the tasks are assigned, task dependencies, and start and completion dates, no later than 14 days of contract award. The Contractor shall provide bi-weekly updates to the schedule to show task and project progress. All changes to the schedule baseline require the Contracting Officer's Representative (COR) approval.
- 4.6.4 The Contractor and NARA shall hold weekly status meetings either at NARA's College Park, MD, office or by telephone and/or web conference.
- 4.6.5 The Contractor shall provide agendas, minutes, and a status report at the weekly status meetings (**Deliverable 12**).

## 5. Designated Work Place

Work related to system design, configuration, testing, and hosting shall be performed at the Contractor facility. Meetings and demonstrations shall be conducted at the National Archives and Records Administration, 8601 Adelphi Road, College Park, Maryland, 20740, unless otherwise directed and approved by the COR.

## 6. Key Personnel

### 6.1 Project Manager

The Contractor shall provide a Project Manager for this project. The Project Manager shall be responsible for contract performance, adhering to contract reporting requirements and shall serve as the Contractor's point of contact with NARA. The assigned Project Manager shall have authority to act independently to make key decisions on behalf of the company.

## 7. Deliverables/Delivery Schedule

Deliverable Number	Task (Section)	Deliverable	Format	Due Date Days
1	4.1	Security Design Document	Microsoft Word	No later than 14 days after award of contract
2	4.2	Notarized Title 13 Special Sworn Status Forms returned to NARA	PDF	No later than 14 days after award of contract
3	4.2.10	Wireframes of 1940 Census web site	Contractor format	No later than 40 days after award of contract
4	4.2.11	Prototype using images and XML data provided by NARA	Web site	No later than 80 days after images and XML provided by NARA to Contractor
5	4.2.13	Test scripts for performance and load testing	Microsoft Word	No later than 1/16/2012
6	4.2.15	Test reports on load and performance testing	Microsoft Word	No later than 2/10/2012
7	4.2.17	Test reports on functional testing	Microsoft Word	No later than 3/9/2012
8	4.6.1	Kick Off Meeting and Minutes	Microsoft Word	No later than 7 days after contract award
9	4.6.2	Project Management Plan	Microsoft Word	No later than 14 days after award of contract
10	4.6.3	Work Breakdown Structure	Microsoft Word	No later than 14 days after award of contract
11	4.6.3	Project Schedule	Microsoft Project	No later than 14 days after award of contract, updates as bi-weekly
12	4.6.5	Weekly status report, agenda, and minutes for weekly meeting	Microsoft Word	Weekly and as needed

## 8. Data Transfer

NARA intends to provide the storage media used to securely transport the encrypted data

NARA intends to provide the necessary information to the Contractor to unencrypt the data in a separate package.

The storage media used for secure data transport will be a CRU-Dataport RTX800-1R or equivalent with the following salient characteristics

1. The system shall be capable of securely storing and transporting 20 TB of user data
2. The system shall be compatible with hard disk drive with large capacity (e.g.: 8 X 3 TB, SATA or SAS)
3. The system shall be capable of RAID 5 or RAID 6 configuration (hardware RAID) for data redundancy
4. The system shall support Internet Small Computer System Interface (iSCSI). Other interfaces in addition to iSCSI are allowable
5. The system shall be capable of working with Windows, Linux, or Unix host operating systems
6. The system shall be capable of supporting NTFS (New Technology File System)
7. The system shall support "Keep Disk" option of the hard disk drives
8. The system shall use NIST validated encryption (FIPS 140-2, AES 256 Cryptographic Engine); the Government prefers enclosure with hardware based encryption (AES 256-Bit with FIPS 140-2 compliant chipset)
9. The system shall have no back door to by-pass the encryption
10. The system shall be capable of performing encryption and decryption at full disk bandwidth operation, to minimize performance degradation
11. The system shall be capable of encrypting entire hard disk drive - including boot sector, OS, temp and swap files
12. The system shall provide the necessary mechanisms to create and manage security keys without relying on third party Contractors, and that such key management is easy and minimal
13. The encryption key shall be stored apart from the system so data is protected if system or its components are lost or stolen
14. The system shall consist of hardware built for easy transport

## 9. NARA Sales to the Public

Beginning April 2, 2012, the National Archives Trust Fund will offer the complete Census (schedules, maps, ED descriptions and associated metadata) and individual states for sale in digital format and on microfilm.

**Appendix A**

## 1940 Census JPEG images and file sizes

<b>STATE</b>	<b>TOTAL NUMBER OF JPEGs</b>	<b>IMAGE DATA (GB)</b>
Alabama	79,718	316.00
Alaska	3,988	12.60
American Samoa	593	0.80
Arizona	15,327	58.60
Arkansas	56,165	195.00
California	198,825	817.00
Colorado	36,206	136.00
Connecticut	49,791	186.00
Delaware	7,901	30.40
District of Columbia	19,417	66.80
Florida	57,707	197.00
Georgia	89,264	332.00
Guam	1,031	1.39
Hawaii	9,860	51.30
Idaho	17,544	62.50
Illinois	222,882	865.00
Indiana	99,871	361.00
Iowa	76,809	281.00
Kansas	54,373	200.00
Kentucky	79,202	304.00
Louisiana	64,930	262.00
Maine	26,191	105.00
Maryland	52,575	200.00
Massachusetts	123,356	494.00
Michigan	149,705	585.00
Minnesota	83,989	321.00
Mississippi	60,178	254.00
Missouri	108,887	435.00
Montana	20,547	73.00
Nebraska	40,276	150.00
Nevada	3,525	14.10

New Hampshire	14,928	48.40
New Jersey	117,625	439.00
New Mexico	16,605	62.40
New York	386,209	1,556.48
North Carolina	98,683	403.00
North Dakota	22,655	77.50
Ohio	195,115	827.00
Oklahoma	67,555	270.00
Oregon	34,745	129.00
Panama Canal Zone	1,136	6.30
Pennsylvania	280,127	1,085.44
Puerto Rico	39,522	186.00
Rhode Island	20,007	81.10
South Carolina	53,088	230.00
South Dakota	22,653	83.20
Tennessee	83,339	342.00
Texas	180,396	783.00
Utah	16,666	68.00
Vermont	10,857	40.10
Virgin Islands	686	2.04
Virginia	75,275	357.00
Washington	54,143	259.00
West Virginia	52,396	211.00
Wisconsin	89,833	360.00
Wyoming	8,304	33.30
Total	3,853,181	15,307.75

## ATTACHMENT 2 ADDITIONAL TERMS AND CONDITIONS

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### 1 52 217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one month of the end of the period of performance.

### 2 52 217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the period of performance, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

### 3. Confidentiality of Information

(a) Confidential information is any information that, if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals, but 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. Confidential information also includes proprietary data and information for which other restrictions on access apply.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the —Disputes clause.

(c) While in the course of performance of this Contract, the Contractor may have access to confidential information and communications, including but not limited to Personally Identifiable Information (PII). Confidential information may be contained in printed material or on electronic media. The Contractor will preserve the confidentiality of all such information and communications and agrees not to disclose, release, disseminate, or publish any such information or communications for any purposes whatsoever without the prior approval of the Contracting Officer. Failure to comply with the provisions of this Paragraph will be grounds for Termination for Default and the Contractor may be liable for damages. This provision shall survive the expiration or termination of the period of performance of this Contract.

(d) If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act

(e) During the course of the performance of this Contract, the Contractor may have access to and use of data and information which may be considered proprietary by other vendors, or which may otherwise be of such a nature that its dissemination or use, other than in performance of this Contract, would be adverse to the interest of NARA and these other vendors

(f) Except as may be otherwise agreed to with these other vendors, the Contractor agrees that it will not use, disclose or reproduce proprietary data and information belonging to these other vendors other than as required in the performance of this Contract; provided, however, that nothing herein shall be construed as: (1) precluding the use of any such data or information independently acquired by the Contractor without such limitation, or (2) prohibiting an agreement at no cost to NARA between the Contractor and these vendors which provides for greater rights to the Contractor.

(g) When considering a request to disclose, release, disseminate, or publish confidential information, the Contracting Officer will consult with appropriate program and legal officials

(h) At the discretion of the Contracting Officer, the Contractor's employees may be required to sign a non-disclosure agreement prior to performing any work under this contract.

(i) The terms of this paragraph apply to all Contractor employees, subcontractors and consultants and must be incorporated into any subcontract

#### 4. Security of Systems Handling And Protection of Personally Identifiable Information (January 2010)

##### (a) *Applicability*

This clause applies to all personally identifiable information, as defined in *Section B*, regardless of the medium in which it is found and includes paper records

##### (b) *Definitions.* As used in this clause:

"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to personally identifiable information, in usable form whether physical or electronic.

"Personally identifiable information (PII)" means any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a citizen of the United States, legal permanent resident, or a visitor to the United States. Examples of PII include the following

- (1) Name

- (2) Date of birth.
- (3) Mailing address.
- (4) Telephone number.
- (5) Social Security Number
- (6) Email address
- (7) Zip code
- (8) Account numbers.
- (9) Certificate/license numbers.
- (10) Vehicle identifiers including license plates.
- (11) Uniform resource locators (URLs).
- (12) Internet protocol addresses.
- (13) Biometric identifiers (e.g . fingerprints)
- (14) Photographic facial images.
- (15) Any other unique identifying number or characteristic.
- (16) Any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

"Sensitive personally identifiable information (sensitive PII)" means a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

(1) Complete social security numbers, alien registration numbers (A-number) and biometric identifiers (such as fingerprint, voiceprint, or iris scan) are considered sensitive PII even if they are not coupled with additional PII

(2) Additional examples include any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements

- (i) Driver's license number, passport number, or truncated social security number (such as last 4 digits);
- (ii) Date of birth (month, day, and year);
- (iii) Citizenship or immigration status;
- (iv) Financial information such as account numbers or electronic funds transfer information;
- (v) Medical information; and/or
- (vi) System authentication information such as mother's maiden name, account passwords or personal identification numbers

(3) Other PII may be "sensitive" depending on its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but it is not sensitive

(c) *Data Security*

(1) The Contractor shall limit access to the data covered by this clause to those employees and subcontractors who require the information in order to perform their official duties under this contract

(2) The Contractor, Contractor employees, and subcontractors must physically or electronically secure sensitive PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss.

(3) When sensitive PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed, as specified in the contract, or if not specified in the contract, through means that will make the sensitive PII irretrievable.

(4) The Contractor shall only use sensitive PII obtained under this contract for purposes of the contract: it shall not be disclosed, released, disseminated, or published without the prior written consent of the Contracting Officer.

(5) If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(6) At expiration or termination of this contract, the Contractor shall turn over all sensitive PII obtained under the contract that is in its possession.

(d) *Systems Access* Work to be performed under this contract may require the handling of PII. The Contractor shall provide the Government access to, and information regarding those systems handling sensitive PII for the Government under the contract, when requested by the Government, as part of the Contractor's responsibility to ensure compliance with security requirements, and shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent testing of controls, system penetration testing by the Government, Federal Information Security Management Act data reviews, and access by agency Inspectors General (IG) for IG reviews.

(e) *Systems Security*

(1) In performing its duties related to management, operation, and/or access of systems containing PII under this contract, the Contractor, its employees and subcontractors shall comply with all applicable security requirements and rules of conduct applicable to the agency's systems as described in

- a) NARA Directive 1608;
- b) NARA Notice 2010-045,
- c) NARA Penalty Guide (Personnel 300, Appendix 752A - Penalty Guide), and
- d) NARA's Media Protection Methodology

(2) In addition, the use of contractor-owned laptops or other portable storage devices to process or store sensitive PII is prohibited under this contract until the Contractor provides, and the Contracting Officer, in coordination with the Senior Agency Official for Privacy or the SAOP's designee, approves the Contractor's written acknowledgment that the following requirements are met:

(i) Laptops and other portable storage devices must employ encryption that is NIST Federal Information Processing Standard (FIPS) 140-2 validated (or its successor), and approved;

(ii) The Contractor has developed and implemented a process to ensure that security and other applications software are kept current;

(iii) Mobile computing devices utilize anti-virus software and a host-based firewall mechanism.

(iv) Removable media, such as hard drives, flash drives, devices with flash memory, CDs and floppy disks containing sensitive PII shall not be removed from a Government facility unless they are encrypted using a NIST FIPS 140-2 or successor approved product.

(v) When no longer needed, all removable media, hard drives, and flash memory shall be destroyed in accordance with Government security requirements identified in NARA's Media Protection Methodology;

(vi) The Contractor shall maintain an accurate inventory of devices used in the performance of this contract;

(vii) Contractor employee annual training and rules of conduct/behavior shall be developed by NARA as part of its annual PII training program. This training will be completed within 30 days of contract employees beginning work on a sensitive PII project and thereafter annually. Such completion will be acknowledged by employees in writing and reported to NARA's Senior Agency Official for Privacy or the SAOP's designee

(viii) All sensitive PII obtained under this contract shall be removed from contractor-owned information technology assets upon termination or expiration of Contractor work. Removal must be accomplished in accordance with NARA's Media Protection Methodology, which the Contracting Officer will provide at the outset of work and later upon request. Certification of data removal will be performed by the Contractor's Project Manager and written notification confirming acknowledgment will be delivered to the Contracting Officer within 30 days of termination/expiration of Contractor work

(ix) Back up of any systems or files containing PII shall be treated in the same manner as the original data containing PII, with the same protections and obligations.

(3) The Contractor shall require FIPS 140-2 (or successor) encryption of any sensitive PII when transmitted electronically across the Internet or other public works

(f) *Breach Notification to Government.*

(1) The Contractor has been provided with NARA Directive 1608, and is aware of its roles, responsibilities, and relationship with the Government in case of data breach.

(2) In the event of any actual or suspected breach of sensitive PII, the Contractor shall immediately, and in no event later than one hour of discovery, report the breach to the Contracting Officer, the Contracting Officer's Technical Representative (COTR), the Senior Agency Official for Privacy and the Chief Information Officer in accordance with NARA Directive 1608.

(3) The Contractor is responsible for positively verifying that notification is received and acknowledged by appropriate Government parties identified in subparagraph (2) above.

(g) *Flowdown of security requirements to subcontractors.*

(1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph (g), in all subcontracts under this contract, and require written subcontractor acknowledgement of same.

(2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(End of clause)

## 5. CONTRACT ADMINISTRATION

### 5.1 GOVERNMENT CONTRACT ADMINISTRATION

(a) This contract will be administered by:

National Archives and Records Administration  
Acquisitions Division, Code BA  
Room 3340  
8601 Adelphi Road  
College Park, MD 20740-6001

NAMA-12-C-0002

(b) Contract Administration.

Ms. Debra Grisham, Contract Specialist (CS)  
National Archives and Records Administration  
Acquisitions Division, Code BA  
Room 3340  
8601 Adelphi Road  
College Park, MD 20740-6001

Telephone: (301) 837-0446

The Contract Specialist (CS) has the overall responsibility for the administration of this task order. Written communication to the Contract Specialist (CS) must make reference to the task order number and must be mailed, postage prepaid, to the above address.

(c) Contracting Officer (CO)

Any BA warranted contracting officer.

The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the task order terms, conditions, requirements, specifications, details and/or delivery schedules, make final decisions on disputed deductions from task order payments for non-performance or unsatisfactory performance; terminate the task order for convenience or default; and issue final decisions regarding task order questions or matters under dispute. However, the CO may delegate certain other responsibilities to authorized representatives.

## 5.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) COR

Ms. Rebecca Warlow  
National Archives and Records Administration  
Acquisitions Division, Code BA  
Room 3340  
8601 Adelphi Road  
College Park, MD 20740-6001  
Phone: 301-837-1734  
E-Mail: Rebecca.warlow@nara.gov

(i) The individual named above is designated as the Contracting Officer's Representative (COR) to assist the CS in the discharge of the CS's responsibilities. The COR is responsible for monitoring, giving progress reports to the CS, and overall technical surveillance of services to be performed under this task order and should be contacted regarding questions or problems of a technical nature. In no event will any understanding or agreement, modification, change order,

or other matter deviating from the terms of the basic task order between the Contractor and any person other than the CO be effective or binding upon the Government

(u) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the task order, the Contractor must promptly notify the CS in writing.

(in) No action will be taken by the Contractor under such technical instruction unless the CO has issued a contractual change

(iv) The responsibilities of the COR include, but are not limited to, the following:

(A) Serve as the point-of-contact through which the Contractor can relay questions or problems of a technical nature through the CS to the CO;

(B) Be responsible for the inspection and acceptance of the services performed and determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this task order.

(C) Confer with representatives of the Contractor regarding any non-performance or unsatisfactory performance; follow through to assure that all non-performance or unsatisfactory performance is performed/corrected or payment adjustment is recommended through the CS to the CO,

(D) Review and certify invoices in accordance with invoicing instructions of the task order. Maintain a file with copies of these documents;

(E) Review and evaluate Contractor's IDIQ estimates, furnish comments, and recommendations through the CS to the CO;

(F) Advise the CS of any performance problems and make recommendations for corrective action to correct performance issues;

(G) Furnish the CS with any requests for change, deviation, or waiver (whether generated by Government personnel or Contractor personnel), including all supporting paperwork in connection with such change, deviation, or waiver; and

(H) Submit a written evaluation through the CS to the CO within 60 days of task order completion. The evaluation must include.

(1) The quality and timeliness of the Contractor's performance; and

(2) A statement as to the uses made of any deliverables furnished by the Contractor

6 FAR 52 212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Aug 2011)

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

(1) 52 222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52 222-50 (22 U.S.C. 7104(g))

(2) 52 233-3. Protest After Award (AUG 1996) (31 U.S.C. 3553)

(3) 52 233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

*[Contracting Officer check as appropriate]*

\_\_\_ (1) 52 203-6. Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52 203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52 204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52 209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000) (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

\_\_\_ (8) 52 219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a)

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52 219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- \_\_\_ (ii) Alternate I (Oct 1995) of 52 219-6
- \_\_\_ (iii) Alternate II (Mar 2004) of 52 219-6
- \_\_\_ (12) (i) 52 219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U S C 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52 219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52 219-7
- \_\_\_ (13) 52 219-8. Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3))
- \_\_\_ (14) (i) 52 219-9. Small Business Subcontracting Plan (Jan 2011) (15 U.S C. 637 (d)(4) )
- \_\_\_ (ii) Alternate I (Oct 2001) of 52 219-9
- \_\_\_ (iii) Alternate II (Oct 2001) of 52 219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (15) 52 219-14. Limitations on Subcontracting (Dec 1996) (15 U S C. 637(a)(14))
- \_\_\_ (16) 52 219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S C. 637(d)(4)(F)(i))
- \_\_\_ (17) (i) 52 219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52 219-23
- \_\_\_ (18) 52 219-25. Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub L. 103-355, section 7102, and 10 U S.C. 2323).
- \_\_\_ (19) 52 219-26. Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S C. 2323).
- \_\_\_ (20) 52 219-27. Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U S.C. 657 f).
- \_\_\_ (21) 52 219-28. Post Award Small Business Program Rerepresentation (Apr 2009) (15 U S C. 632(a)(2))
- \_\_\_ (22) 52 219-29. Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

(23) 52 219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

(24) 52.222-3, Convict Labor (June 2003) (E O 11755).

(25) 52 222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126)

(26) 52 222-21, Prohibition of Segregated Facilities (Feb 1999).

(27) 52 222-26, Equal Opportunity (Mar 2007) (E O. 11246).

(28) 52 222-35, Equal Opportunity for Veterans (Sep 2010) (38 U S C 4212)

(29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U S C. 793).

(30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52 222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E O. 13496).

(32) 52 222-54, Employment Eligibility Verification (Jan 2009) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(34) 52 223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S C. 8259b).

(35) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E O. 13423).

(ii) Alternate I (Dec 2007) of 52 223-16.

(36) 52 223-18, Contractor Policy to Ban Text Messaging while Driving (Sep 2010) (E.O. 13513)

(37) 52 225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C 10a-10d)

\_\_\_ (38) (i) 52 225-3. Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U S C 10a-10d, 19 U.S C 3301 note, 19 U S.C 2112 note, 19 U S.C. 3805 note, Pub. L 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138)

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (39) 52 225-5, Trade Agreements (Aug 2009) (19 U.S C. 2501, *et seq* , 19 U S C 3301 note)

X (40) 52 225-13. Restrictions on Certain Foreign Purchases (Jun 2008) (E O `s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury)

\_\_\_ (41) 52 226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U S C 5150)

\_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U S.C. 5150)

\_\_\_ (43) 52 232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U S C. 255(f), 10 U S C 2307(f)).

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S C 255(f), 10 U.S C 2307(f)).

\_\_\_ (45) 52 232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S C 3332).

\_\_\_ (46) 52 232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S C. 3332).

\_\_\_ (47) 52 232-36, Payment by Third Party (Feb 2010) (31 U.S C. 3332).

X (48) 52 239-1, Privacy or Security Safeguards (Aug 1996) (5 U S C. 552a)

\_\_\_ (49) (i) 52 247-64, Preference for Privately Owned U.S -Flag Commercial Vessels (Feb 2006) (46 U S.C Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate ]

\_\_\_ (1) 52 222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq* ).

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq*.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq* ).

\_\_\_ (5) 52 222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq* ).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq* )

\_\_\_ (7) 52 226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247)

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law

(e)

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

(i) 52.203-13. Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

(ii) 52.219-8. Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(in) [Reserved]

(iv) 52.222-26. Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35. Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212)

(vi) 52.222-36. Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793)

(vii) 52.222-40. Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50. Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54. Employment Eligibility Verification (Jan 2009).

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(xiii) 52 226-6. Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52 226-6

(xiv) 52.247-64. Preference for Privately-Owned U S Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52 247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations

(End of Clause)

FAR 52 242-15 Stop-Work Order (Aug 1989),