

**ORDER FOR SUPPLIES OR SERVICES**

PAGE 1 OF PAGES 32

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 03 Nov 2008	2. CONTRACT NO. (if any) GS35F0763J	6. SHIP TO: RDF		
3. ORDER NO. YA132309NC0037	4. REQUISITION/REFERENCE NO. BCYA1323-9-00272	a. NAME OF CONSIGNEE BUREAU OF THE CENSUS		
5. ISSUING OFFICE Address correspondence to: COACQSU BUREAU OF CENSUS ACQUISITION DIVISION, 3J444 4600 SILVER HILL ROAD WASHINGTON DC 20233 KELLY ANN BANISTER 301-763-4271		b. STREET ADDRESS REMOTE DELIVERY FACILITY 4600 SILVER HILL ROAD		
		c. CITY SUITLAND	d. STATE MD	e. ZIP CODE 20746
		f. SHIP VIA		

7. TO: 00007569	TIN: [REDACTED] b(4)	8. TYPE OF ORDER		
a. NAME OF CONTRACTOR COGENT, INC.	DUNS: [REDACTED]	a. PURCHASE	X b. DELIVERY	
b. COMPANY NAME	b(4)	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 11480 COMMERCE PARK DRIVE SUITE 150		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY RESTON	e. STATE VA	f. ZIP 201911506		

9. ACCOUNTING AND APPROPRIATION BOC: [REDACTED]	OBLIGATED AMT: [REDACTED] b(4)	10. REQUISITIONING OFFICE SUITLAND
---	--------------------------------	---------------------------------------

11. BUSINESS CLASSIFICATION (Check appropriate box(es))  
 a. Small  b. Other than small  c. Disadvantaged  d. Women-owned  e. HUBZone  f. Emerging small business  g. Service-disabled veteran-owned

12. F.O.B. POINT SEE SCHEDULE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 31 Oct 2008	16. DISCOUNT TERMS 00.00% 0 Days  Net 30
13. PLACE OF			
a. INSPECTION	b. ACCEPTANCE		

**17. SCHEDULE (See reverse for Reflections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	YA1323-09-NC-0037 - AMSD Fingerprint Scanning Initiative GSA Schedule #: GS-35F-0763J Firm Fixed Price - Base Year plus two (2) Option Periods. Services shall be performed in accordance with the terms and conditions of the above contract.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME BUREAU OF CENSUS	b. STREET ADDRESS (or P.O. Box) FINANCE DIVISION 4600 SILVER HILL ROAD - RM. 2K419			17(i) GRAND TOTAL
	c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20233-4400		

22. UNITED STATES OF AMERICA BY (Signature) [Signature]	23. NAME (Typed) WILLIAM H. RUSSELL 301-763-1804 (TITLE CONTRACTING/ORDERING OFFICER)
---	---

**ORDER FOR SUPPLIES OR SERVICES - Continuation**

PAGE 2 OF PAGES 3

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER: 03 Nov 2008  
 CONTRACT NO. (if any): GS35F0763J  
 ORDER NO.: YA132309NC0037

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	<p>Services shall be performed in accordance with the terms and conditions of the above reference contract, Request for Services YA1323-09-NC-0037, and the technical solution from Cogent Systems, Inc. received 10/10/2008 and the Best and Final Cost Proposal on 10/29/2008. The Period of Performance for the Base Period is 11/03/2008 to 09/30/2009.</p> <p>The Base Period for this task order is awarded [REDACTED]</p> <p>[REDACTED] The Government will specify when these 8 increments of the Optional Support Services will be implemented during the life of this task order. This task order is for the U.S. Census Bureau's AMSD. Invoices shall be submitted on a monthly basis [REDACTED]</p> <p>Vendor shall submit a monthly invoice based on the procedure stated in Section G.4 of Request for Proposal YA132309-NC-0037. [REDACTED]</p> <p>Year 1 Option Period - AMSD Fingerprint Scanning Initiative Period of Performance: October 1, 2009 through September 30, 2010.</p> <p>Year 2 Option Period - AMSD Fingerprint Scanning Initiative Period of Performance: October 1, 2010 through September 30, 2011.</p> <p>ITPP 09-02-03-01-01</p>	1	EA	[REDACTED] b(4)	[REDACTED] b(4)	

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

**B.1 CONTRACT TYPE**

The Government intends to issue a Firm-Fixed-Price task order under GSA Schedule for a base period from date of award to September 30, 2009 and two (2) additional twelve (12) month option periods. The contractor shall provide equipment and services as outlined in Section C.

**B.2 TASK ORDER CONTRACT VALUE AND PERIOD OF PERFORMANCE**

b(4) [REDACTED]

b(4) [REDACTED] b(4) [REDACTED]

b(4) [REDACTED]

**B.3 FUNDING**

Funds for the equipment and services will be obligated at the time of contract award. The Contractor will only be paid for work that has been authorized by the Government and performed in accordance with the contract specifications.

## **SECTION C – STATEMENT OF WORK AND PERFORMANCE REQUIRED**

### **C.1 BACKGROUND AND OVERVIEW**

#### **C.1.1 BACKGROUND**

The Census Hiring and Employment Check System (CHEC) is a consolidated automation system that supports suitability and security screening processes for the U.S. Census Bureau. The CHEC system automates the electronic processing of name and fingerprint checks to screen out any potentially unsuitable employees. Designed to conduct background and suitability screening for decennial employees as well as permanent career and current survey personnel, the CHEC system provides a criminal history check on all Census employees while also verifying employment and education history. This collection of criminal history information and employment verification allows HRD, regional directors, and other management officials to make timely and informed hiring decisions.

CHEC pursues screenings by implementing the personal identification process, tracking fingerprint and name check requests, tracking other screening checks (i.e., source contacts, court dispositions, personal interviews, and national agency checks with inquiries (NACIs)), and providing a mechanism to record determinations, as well as communicating determinations to hiring authorities (i.e., Regional Offices, Census Security Office, and the Human Resources Division).

The Census Bureau, Administrative and Management Systems Division (AMSD), Census Hiring and Employment Check Office, is responsible for processing requests for criminal background checks on current Survey (Schedule A) employees, respondents, and career appointees. This responsibility includes background check processing for temporary decennial employees. The scope of the hiring effort is very large. During the peak hiring period for the 2000 Decennial Census, the Census Bureau conducted screenings on 3.7 million applicants, prior to selection and subsequent hiring of nearly 1 million employees. For the 2010 Census, we anticipate hiring and fingerprinting over 1.3 million employees. Each employee will be fingerprinted twice on their first day of employment and thus Census will receive over 2.6 million cards to scan. In May of 2010, we anticipate scanning over 800,000 fingerprint cards in a single week.

In order to successfully scan fingerprint cards and have them sent to the FBI for IAFIS processing the Census Bureau is requesting 26 scanners, 24 high-speed scanners and 2 flat bed slow speed scanners.

### **C.2 SCOPE OF WORK/OBJECTIVE**

The Census Bureau seeks to procure services of a contractor to provide scanners, scanning software and additional items (i.e., servers, licenses, hardware) to meet the Census Bureau's requirements for scanning fingerprint cards in support of the recruiting and hiring efforts for the 2010 Decennial Census.

The contractor shall provide the following:

- Twenty Six (26) Fingerprint scanners  
24 high-speed scanners and 2 flat bed slow speed scanners.

### C.2.1 OBJECTIVE 1 - FINGERPRINT SCANNING SOLUTION

The contractor shall provide 26 fingerprint scanners (24 high-speed scanners and 2 flat bed slow speed scanners) and a fingerprint scanning solution that includes, but is not limited to scanning software, licenses, supporting equipment to provide solution that adheres to the following specifications:

- High-speed fingerprint card scanner - simplex scanning at 500 dpi.
- The low speed scanner must incorporate data entry option and then scan card with or without the barcode.
- The low speed scanner must scan at least 1 card per minute.
- The high-speed fingerprint scanner should be able to be used by an operator for batch scanning at an approximately 600 standard 8x8 federal government (SF-87A) fingerprint cards per hour at 500dpi.
- Providing on-site scanner maintenance (in Jeffersonville, Indiana) at recommended intervals, and on-site technical support within 2 hours after the government reports a problem.
- Installing and configuring the scanning software. This includes changing operating system settings as needed.
- High-speed fingerprint card scanner that must be able to read Census provided barcode labels on every fingerprint card.
- Ability for the scanners to import T1 & T2 data from a file as identified by barcode data and merge the T1 & T2 data with the scanned image to create an FBI approved EFTS file, type FAUF.
- The 2 slow speed scanners should have the ability to scan cards, read barcode and import T1 & T2 data from a file as identified by barcode data to create an EFTS file. Slow speed scanners should also have the ability to perform data entry on the PC platform associated with the scanner. The scanner should be able to scan a single card after data entry was performed as well as the ability to read the barcode from the fingerprint card.
- Producing log files that indicate the status of the fingerprint cards scanned. The log files should indicate whether each card scanned was successful or unsuccessful. The successful scan will include finding and merging T1T2 record with scanned image to form an EFTS file. If any of the above does not occur, the scan is unsuccessful and an immediate error is created, logged and sent to the operator of the scanning device.
- The ability to read Census generated barcodes. The barcodes are standard extended character set 3of 9 (code 39), and allow the applicant data to be matched to the fingerprint cards.

- Provide software to check for sequence scanning errors and the ability to make necessary changes before final file is sent to FBI. This sequence check should be an automated process with no operator intervention. During high-speed scanning, for sequence checking, the batch should not stop and the operator should not be notified at the end of the batch. Cards that fail sequence checking should be handled automatically. All cards will be processed and sent to the FBI electronically -- no cards will be mailed to the FBI.
- Providing on-site training for the Fingerprint Scanning Solution at the National Processing Center for 10 employees within the Base year.
- Installing and configuring the scanning software. This includes changing operating system settings as directed by the COTR. Any operating system changes must be compliant with Census Bureau IT policies.
- High-speed fingerprints scanners must be certified by the FBI. In addition they must meet the specifications as documented in Attachment J-2 (see attached).

The system must integrate with the existing Census Hiring and Employment Check (CHEC) application. The CHEC Application contains the T2 data, which must be merged with the T4 data on the card. The CHEC Application will present a file (identified by the barcode label) on an existing linux file system that the vendor will read, merge with the T4 data and subsequently generate an EFTS file which will be deposited on the linux file system. **This contract will not cover system design, integration or installation services for software customizations.**

The contractor shall provide a solution that will allow the Census Bureau to scan fingerprints according to the specifications listed above. The contractor shall document and provide everything required for the complete solution. This includes server hardware specifications (i.e., type of server, speed of server, amount of memory and disk space required), the number of software licenses required, the number of servers required, and any additional specifications (i.e., Console kit, software versions, Operating system required for server(s), database servers, regional servers and processing servers as needed).

### C.3 PERFORMANCE REQUIREMENTS SUMMARY

To ensure the quality of the service provided, the performance measurement system shall address, but not be limited to the following:

- All products and documentation are delivered on time according to agreed upon due dates as outlined in Section F.3.
- Technical content and work products are consistent with industry standards and regulations, specifically consistent with IAFIS Image Quality Specifications (Attachment J-2).
- Any flaws in the work products are identified and corrective measures taken.
- Documentation is clear and without error.

Award  
Fingerprint Scanning Initiative

YA1323-09-NC-0037  
GS-35F-0763J

#### C.4 OPTIONAL SUPPORT SERVICES

Support Services (increment of five (5) business days) for the base year [REDACTED] b(4)  
b(4) [REDACTED] This optional task includes support of a Cogent Project  
Manager and Senior Engineer for 5, 8-hour days. This option can be executed at anytime  
and executed more than once.

## **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 Contracting Officer's Technical Representative (COTR), or the person(s) designated to receive, shall be the responsibility of the Contractor.

### **D.2 CAR 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MAR 2000)**

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

### **D.3 CAR 1352.247-72 MARKING DELIVERABLES (MAR 2000)**

All information submitted to the Contracting Officer, the Contracting Officer's Technical Representative, or the person(s) designated to receive deliverables, shall clearly indicate the contract number.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 PLACE OF PERFORMANCE

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and or services under this contract.

Final inspection and acceptance of all work performed, reports, and other deliverables will be performed by the COTR identified in Section G at the place of delivery.

Inspection and acceptance will be performed at:

U. S. Department of Commerce/U.S. Census Bureau  
National Processing Center  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47130

### E.2 CAR 1352.246-70 INSPECTION AND ACCEPTANCE (MARCH 2000)

The Contractor shall establish a quality control program to ensure that all tasks are completed. The Contracting Officer Technical Representative (COTR) shall specify methods of inspection on either a scheduled or an unscheduled basis and include the title of the individuals who will do the inspections.

1. The Contractor shall use industry-accepted quality control procedures or government-wide production methods.
2. The Contractor shall make available to the COTR any and all project documents or notes upon request.
3. As part of the Contractor exit criteria, the Contractor shall provide the COTR with all created and collected documentation during the performance of this task.
4. The COTR shall meet with the appointed Contractor program manager whenever the Statement of Work (SOW) discrepancy is reported/found or whenever the COTR considers it necessary.
5. In accordance with the Federal Acquisition Regulation, the Contracting Officer's Technical Representative (COTR) shall review and accept all deliverables submitted under this task order.
6. The COTR will monitor the Contractor's work progress, identify delays, and determine needed changes in the execution of the work effort of the Contractor. The Contractor shall be provided the latitude of structuring his/her own technical approach to complement the stated objectives. All deliverables shall require approval from the COTR during the course of the project.

Award  
Fingerprint Scanning Initiative

YA1323-09-NC-0037  
GS-35F-0763J

When several technical approaches are deemed feasible and all fall within the scope of the SOW, the COTR or designee will provide technical direction as to which approach is to be undertaken based on the pros and cons recommendation from Contractor on each approach.

Final inspection and acceptance of all work performed, associated documentation and reports, and other deliverables will be performed by the COTR or the Alternate COTR.

## SECTION F- DELIVERIES OR PERFORMANCE

### F.1 MILESTONES, PERIOD OF PERFORMANCE AND ADMINISTRATION

The period of performance of this contract is for a base period from date of award to September 30, 2009 and two (2) additional twelve (12) month option periods. The annual option period is to begin consecutively after the period of performance of the base period.

### F.2 HOURS OF OPERATION

The following general guidelines apply to the hours of operation. However, exceptions to these guidelines may be required based on customer demand loads.

Census Bureau work hours are from 6:30 AM to 6:00 PM Monday - Friday (except for Federal Holidays). Normal performance of the operational IT functions is during Census Bureau business hours 7:00 AM to 6:00 PM Monday through Friday except Federal holidays. Normal entry to the Census Bureau headquarters is 6:30 AM though 6:30 PM Monday through Friday except Federal holidays. Access to the Census Bureau headquarters after hours and to other facilities requires additional security authorization.

The Contractor may be required to perform work during other than normal working hours. During peak periods, operation support will be needed through the second shift through 1:00 a.m. Work shall not be performed during non-working hours without prior approval of the COTR.

AMSD operational IT functions may occur outside of the normal business hours. Usually this work is scheduled in advance, but emergency IT functions may occur. The Contractor may be required to perform work during other than normal business hours. Work shall not be performed outside normal business hours without prior approval of the COTR. Workloads will be based on operation IT requirements.

### F.3 MILESTONES/DELIVERABLES

Deliverables associated with this task include the following:

Objective Number	Activity	Deliverable	Frequency
1	Fingerprint Scanning Solution	26 fingerprint scanners (24 high-speed scanners and 2 flat bed slow speed scanners.)	Within 30 – 45 days of contract award.
1	Fingerprint Scanning Solution	Scanning software and licenses	Within 30 – 45 days of contract award.
1	Fingerprint Scanning Solution	Supporting scanning equipment (i.e., servers)	Within 30 – 45 days of contract award.
1	Fingerprint Scanning	Specifications Guide that	Within 30 – 45 days

	Solution	documents the complete solution. This includes server hardware specifications (i.e., type of server, speed of server, amount of memory and disk space required), the number of software licenses required, the number of servers required, and any additional specifications (i.e., Console kit, software versions, Operating system required for server(s)).	of contract award.
1	Fingerprint Scanning Solution	Providing on-site scanner maintenance (in Jeffersonville, Indiana).	As specified in the scanner specification.
1	Fingerprint Scanning Solution	Providing on-site technical support (in Jeffersonville, Indiana).	Within 2 hours after the government reports a problem.
1	Fingerprint Scanning Solution	Installing and configuring the scanning software. This includes changing operating system settings as directed by the COTR. Any operating system changes must be compliant with Census Bureau IT policies.	Within 30 - 45 days of contract award.
1	Fingerprint Scanning Solution	Providing on-site training on using the scanners.	As directed by the COTR.

#### F.4 OPTIONAL TASK SUPPORT SERVICES

Support Services (increment of five (5) business days) for the base year [REDACTED] b(4)  
b(4) [REDACTED] This optional task includes support of a Cogent Project Manager and Senior Engineer for 5, 8-hour days. This option can be executed at anytime by the Government and executed more than once.

#### F.5 SPECIAL INSTRUCTIONS

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

Award  
Fingerprint Scanning Initiative

YA1323-09-NC-0037  
GS-35F-0763J

In addition to the provisions, terms, and conditions relating to the deliverables stated in this Work Statement (including hardware, software, and algorithmic code), the United States Government has rights set forth in FAR 52.227-17 Rights in Data--Special Works.

#### **F.6 EXERCISE OF TASK ORDER OPTION PERIOD**

The option periods included in this task order may only be exercised if the Contractor's Master contract remains in full force and effect. The Government reserves the right to unilaterally exercise the Option Periods based on the contractor successful completion of task order deliverables. The Government will issue written notification of its intent to exercise the option periods within the last thirty (30) days of the period of performance.

## SECTION G - TASK ORDER ADMINISTRATION

### G.1 CONTRACT MANAGEMENT

Contractor's responsibility for total management responsibility during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the Contractor during performance of the contract.

#### G.1.1 CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

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

The Contracting Officer is: Long Nguyen  
U.S. Census Bureau  
Attn: Acquisition Division, Room 3J249  
4600 Silver Hill Road  
Washington, DC 20233-4400

#### G.1.2 CAR 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEBRUARY 2005)

- a. Lisa Stewart is hereby designated as the Contracting Officer's Technical Representative (COTR). The Government may change the COTR at any time without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

Lisa Stewart  
Suitland, MD 20746  
U.S. Census Bureau  
4600 Silver Hill Road, Room 3K117  
Washington, DC 20233  
(301) 763-1193

- b. The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

### G.1.3 ALT. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

#### A. ALTERNATE COTR

**Name:** Tanya Booth

**Phone:** 301.763.1250

**Organization:** Administrative Management Systems Division

**E-mail:** [Tanya.p.booth@census.gov](mailto:Tanya.p.booth@census.gov)

**Address:** U.S. Census Bureau  
Room #: 3K134A  
4600 Silver Hill Road  
Suitland, Md. 20746

The Alt. COTR (or his/her designee) is responsible for:

- Receiving all deliverables;
- Inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this order;
- Providing direction to the Contractor, which clarifies the task order effort, fills in details or otherwise serves to accomplish the contractual Scope of Work;
- Evaluating performance; and
- Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding to the Contracting Officer.

G.1.4 The Alt. COTR does not have the authority to alter the contractor's obligations under this task order, direct changes that fall within the purview of the General Provisions clause entitle "Changes" or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter or to change contractual obligations or the scope of work, the Contracting Officer shall issue such changes in writing.

G.1.5 The Government may change the Alt. COTR at any time without prior notice to the Contractor; however, notification of the change, including the name and address of the successor will be promptly provided to the contractor by the Contracting Officer in writing.

## **G.2 GOVERNMENT FURNISHED EQUIPMENT, DATA AND RESOURCES**

The Government will provide the following items of Government property, facilities or support to the on-site personnel for use in the performance of this task order. The facilities are currently located at:

U.S. Census Bureau  
National Processing Center  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47130

The Government will provide identifications and passwords to access all necessary computers, official e-mail addresses to send and receive e-mail and electronic attachments, information about and access to computer and non-computer storage space used to create, store, and backup electronic files, program codes, graphics, data, and other information, personnel identification badges for access to all necessary government buildings, access to and briefings on Census and parent organization operating and strategic procedures and plans so as to understand the purpose, goals, methods, and performance measures of which their tasks are a part, all working space, furniture, office supplies and telephones for Contractor personnel located in Government facilities.

## **G.3 GOVERNMENT-FURNISHED FACILITIES, EQUIPMENT AND SERVICES**

The Government will provide the following services:

Facilities. The Government shall provide working space and furnishings for contract personnel. The Contractor shall share responsibility for physical security and safety, along with government personnel.

Utilities. Contractor employees will be provided the same utilities as those provided government employees while located at the National Processing Center in Jeffersonville, IN. The Contractor shall use Government furnished utilities in a prudent manner.

Telephone. The Government shall furnish telephone service to the work area for official use only.

Janitorial Services. The Government shall provide the same janitorial service to the Contractor as provided for federal employees at the National Processing Center in Jeffersonville, IN.

### **Contractor Provided Supplies and Equipment:**

The Contractor shall provide office supplies and materials required in the conduct of its own business.

**Government Provided Supplies and Equipment:**

For contractor personnel located at the National Processing Center, the Government shall provide basic supplies and materials normally available to Government employees including personal computers and applications software.

The Government will supply the Contractor with personal computers and software necessary for the performance of this contract. The Contractor shall inventory and provide periodical updates on the status of such property to the COTR. All Government provided equipment will be maintained by the Government. The Contractor will determine operational status of all equipment. It shall be the Contractor's responsibility to notify the COTR or his designated representative of any malfunctions or suspected improper equipment performance. Other Government furnished items will be identified as part of work assignments.

**G.4 INVOICES**

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

**1. PROPER INVOICE INFORMATION**

- ◆ Name and Address of Contractor
- ◆ Contact Name, Title and Telephone Number
- ◆ Government Contract Number or Other Authorization for Delivery of Goods or Services
- ◆ Government Task Order Number is required if services are being provided through a task order to the basis contract
- ◆ Date of the Invoice
- ◆ Invoice Number, Account Number, and/or any other identifying number agreed to by the contract (At a minimum there must be an invoice number)
- ◆ Include the Actual date when services were performed or goods delivered.

Award  
Fingerprint Scanning Initiative

YA1323-09-NC-0037  
GS-35F-0763J

- ◆ Include the Period of Performance on all invoices.
- ◆ Description – Including, for example, contract line/sub-line number, price, and quantity of goods and services rendered.
- ◆ Invoice Total for the Current Month
- ◆ Invoice Total to Date
- ◆ Funds Remaining
- ◆ Include discount terms.
- ◆ Other substantiating documentation or information required by the contract.
- ◆ Shipping and Payment Terms (Required unless mutually agreed that this information is only required in the contract – Contact the Contracting Officer or Contract Specialist for clarification)
- ◆ Taxpayer Identifying Number (TIN) (Required unless agency procedures provide otherwise.)
- ◆ Address for mailing payment
- ◆ Banking Information such as name and address of bank, routing & account number (Required unless agency procedures provide otherwise, or except in situations where the EFT requirements is waived under 31 CFR, 208.4.)

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

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

\_\_\_\_\_  
(Date)                      (Title of Contractor Representative)                      (Signature)

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

and

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

\_\_\_\_\_

Award  
Fingerprint Scanning Initiative

YA1323-09-NC-0037  
GS-35F-0763J

(Date) (Title: COTR) (Signature)

*(The above statement will be signed by a government representative, usually the COTR with authority to certify.)*

and

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

\_\_\_\_\_  
(Date) (Authorized Certifying Official) (Title)

*(The above statement will be signed by a government representative who has authority to approve the invoice, the CO with approving authority.)*

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

**Two originals of the voucher will be submitted to:**

If submitting via U.S. Postal Service:

Ms. Lisa Stewart  
U.S. Census Bureau  
4600 Silver Hill Road, ISSRO  
Room HQ-3K117  
Washington D.C. 20233  
Via FedEx:

U.S. Census Bureau  
4600 Suitland Road, ISSRO  
ATTN: Ms. Lisa Stewart, Rm. HQ-3K117, 301-763-1193  
Suitland, MD 20746

Invoices, which are submitted to an incorrect office or which do not contain the information specified in subparagraph (b) above, will be returned to the Contractor for corrections.

- 1. THE FINAL INVOICE UNDER THIS TASK ORDER SHALL BE MARKED, "FINAL"**

## SECTION H - SPECIAL TASK ORDER REQUIREMENTS

### H.1 NEW WORK

The Contractor performing the task order may be required to perform additional tasks related to the work identified in Section C. The government reserves the right to include additional work, in accordance with FAR 52.243-01 Changes – Fixed Price, that is deemed as within the scope of this task order.

### H.2 DISCLOSURE OF INFORMATION

1. Any information made available to the Contractor by the Government ("Government Furnished Information") shall be used only for the purpose of carrying out the provisions of this task order and shall not be divulged, used, published, transmitted or made known in any manner to any person except as may be necessary in the performance of the task order or as expressly authorized by the Contracting Officer.
2. In performance of this task order, the Contractor shall protect the confidentiality of Government Furnished Information in the same manner it protects the confidentiality of its own proprietary and confidential information of like kind. Access to Government Furnished Information shall be restricted to personnel engaged in a use permitted hereby.
3. Government Furnished Information includes without limitation all software, related documentation, and training materials, explicitly including design documentation, working papers, and source code that is the property of the U.S. Government or that is subject to the license restrictions of other vendors. For the purposes of this clause, Government Furnished Information is also deemed to include:
  - a.) Software developed by the Government, or developed for the Government by third parties, that the Government makes available to Contractor;
  - b.) Documentation on the technical design, architecture, or training materials whether provided by the Government or developed by Contractor under this Task order.
4. Contractor acknowledges and agrees that rights in data which otherwise might be granted to Contractor pursuant to subparagraphs (b)(2)(i) and (b)(2)(iv) of FAR 52.227-14 do not apply to the Government Furnished Information set forth in Section 3.3 above.

5. The Government is responsible for obtaining any consent necessary for Contractor to use each item of Government Furnished Information owned by or licensed to the Government.

The Contractor shall comply with the restrictions set forth in subparagraph (g)(3) of FAR 52.227-14 with respect to all Government Furnished Information which consists of computer software (as that term is defined in FAR 52.227-14) of third party vendors and all other special license restrictions of which Contractor has been provided a copy. The Contractor is specifically prohibited from incorporating any Government Furnished Information accessed through this task order into any software or other product of the Contractor except as may be necessary in the performance of the task order. If the Contractor violates this prohibition by incorporating any such accessed Government Furnished Information, the Government shall have free, unrestricted, right to use those other Contractor products into which the Government Furnished Information has been incorporated.

6. Nothing in this clause shall prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which was not, to the Contractor's knowledge, under an obligation to the Government not to disclose such information, or (iv) which is or becomes publicly available through no breach by the Contractor of this task order. Further, nothing in this clause expands, limits or modifies the rights or obligations of the Government or Contractor (i) set forth FAR 52.227-12, incorporated elsewhere in this task order by reference, with respect to subject inventions (as that term is defined in FAR 52.227-12), or (ii) with regard to any data (as that term is defined in FAR 52.227-14) not first produced in the performance of this task order, except as a result of violating the prohibition on incorporating Government Furnished Information into any such data as specified above.
7. Each officer or employee of the Contractor to whom any Government Furnished Information may be made available or disclosed shall be notified in writing by the Contractor that Government Furnished 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 Government Furnished Information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by Title 18 U.S.C, Chapter 31, Section 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

8. Contractor shall include this clause (H.2.1 - H.2.8 inclusive) in all subcontracts awarded under this task order so that these terms will be binding upon each subcontractor.

### **H.3 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.4 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 task order 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.5 CONFIDENTIAL INFORMATION**

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

During the course of this task 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 task order or furnished to the Contractor from other sources in response to the Government's requirements under this task order, will be restricted to this project, and may not be disclosed or used for any other purpose without the prior written approval of the CO. Title to Government-owned data shall remain with the Government. The Contractor shall use the Government-owned data only in connection with this task 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.

#### H.5.1 TITLE 13, TITLE 26, AND NON-DISCLOSURE REQUIREMENTS

Title 13, United States Code (U.S.C.), authorizes the U.S. Census Bureau to collect and maintain data on a broad range of subjects. Most of these data are confidential under Title 13, U.S.C., Section 9. Section 214 of that law provides strict penalties for unauthorized disclosure of Title 13 information. These penalties include a fine of up to \$250,000 or a jail term of up to five (5) years, or both.

Title 13, U.S.C., Section 23(c) permits the U.S. Census Bureau to use non-U.S. Census Bureau employees to assist the agency in performing the work authorized under this title, "but only if such temporary staff is sworn to observe the limitations imposed by Section 9 of this title." In other words, contractors and other temporary personnel must take the Oath of Nondisclosure to be given Special Sworn Status. In taking the Oath of Nondisclosure, the contractor agrees "not to disclose any information contained in the schedules, lists, or statements obtained for or prepared by the U.S. Census Bureau to any person or persons either during or after appointment" and acknowledges the penalties for unlawful disclosure discussed in the previous paragraph.

In addition to Title 13 protections, some programs make use of administrative records information that the U.S. Census Bureau obtains from other agencies, under the authority of Title 13, U.S.C., Section 6. In addition to Title 13 protections to these data, they may also be covered by specific protections specified in the law of the source agency.

If a contractor is given access to such information, he or she shall observe any additional agency confidentiality protections that must be implemented to protect these data. As with Title 13 data, the contractor shall be subject to additional penalties for violation of administrative record protection requirements.

Contractors shall observe security procedures documented in the *IT Security Program Policy* (most current edition is March 2006).

Once the Contracting Officer or his/her designee receives a favorable pre-employment report from the OSY, upon issuance of a U.S. Census Bureau Contractor badge, and prior to access of a U.S. Census Bureau facility, the contract employee **shall** be required to complete the U.S. Census Bureau form BC-1759, Application for Special Sworn Status, **shall** take the U.S. Census Bureau Oath of Non-disclosure of the data, and **shall** be subject to penalties prescribed in Title 13, United States Code, Section 214. This requirement also pertains to contract project supervisors, contract management officials, and other contract personnel who may come into contact with Title 13 data.

The Contractor shall be required to take annual training regarding "Title 13: Safeguarding Census Bureau Confidential Data", IT Security Computer Based Training and, Title 26 Awareness Training.

## H.6 CONTRACTOR PERFORMANCE REQUIREMENTS

- a. The contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be a U.S. Citizen, or if a non-U.S. citizen, have official legal status in the United States.
- b. All contract personnel who will have access to U.S. Census Bureau (CB) data or have access to a U.S. Census Bureau site shall have a CB-approved background investigation *prior to* gaining access to the CB. CB-approved background investigations may include the Applicant Name Check, the National Agency Check and Inquiry (NACI), Special Agreement Check (OFI-86C), and/or other CB-approved previous investigation(s).

Two (2) weeks prior to having access to any CB site, the Contractor shall submit to the Contracting Officer two completed FD-258, "Fingerprint Cards," and the required CB suitability investigation applications below:

- SF-171, Application for Federal Employment, OF-612, Optional Application for Federal Employment, or Resume;
- OF-306, Declaration for Federal Employment;
- OFI-86C, Special Agreement Check; and
- SF-85, Questionnaire for Non-Sensitive Positions

These requirements also pertain to contractor project supervisors, contractor management officials, and other contract personnel who plan to visit a U.S. Census Bureau site or access CB data.

- c. The contractor, when notified that the Government rejected the suitability assessment forms shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this task order.
- d. The contractor shall immediately remove any employee from any work requiring access to Commerce buildings or facilities if directed in writing by the Contracting Officer.
- e. Failure to comply with the suitability processing requirements may result in termination of the task order for default.

### H.6.1 GOVERNMENT RESPONSIBILITIES

- a. The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical

- description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contractor employee or expand the investigation to resolve issues.
- b. The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.
  - c. The Government will notify the contractor in writing when any of the following occur: A task order employee is acceptable based on the suitability checks and assessment conducted; a task order employee is unacceptable based on the suitability checks and assessment processing; or a task order employee or prospective task order employee is barred from working on Government facilities because of any of the following:

Conviction of a felony, a significant history of violent behavior or moral turpitude.

#### H.7 SECTION 508 ACCESSIBILITY

"All electronic and information technology (EIT) procured through this Task must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194.

The following standards have been determined to be applicable to this task order:

- 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.

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."

#### H.8 MASTER TASK ORDER TERMS AND CONDITIONS

Terms and conditions of the GSA Schedule master contract apply to this task order. Terms and conditions relating to task order type (i.e., FFP, LOE) will be incorporated into the task order at the time of award.

## H.9 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 DOC 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 COTR within eight (8) hours of occurrence or at the beginning of the next scheduled workday, whichever occurs first.
- 6) Reimbursing the Government to replace the lock if the Contractor lost the standard key. In the event the Contractor loses a master key, the Government will replace keys and all locks for that system, and the total cost shall be borne by the Contractor.

## H.10 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) Comply with all U.S. Census Bureau safety and evacuation policies and procedures.
- 3) Verbally inform the COTR of any unsafe/hazardous conditions within thirty (30) minutes of becoming aware of the condition, and in writing within one (1) workday.
- 4) Verbally inform the COTR within two (2) 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 is required within 24 hours.

- 5) Report to the COTR all incidents where Government property is damaged by Contractor employees. A verbal report shall be made within four (4) hours of an occurrence; a written report of the facts and extent of damage is due within three (3) workdays.
- 6) Take responsibility for all damages caused by negligence of its employees.

## H.11 SECURITY

### 1352.237-72 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/ SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (LOW AND MODERATE RISK CONTRACTS) (MAR 2000)

#### A. Security Processing Requirements

- 1) U.S. Citizens Working on DOC site.

All Contractor (and Subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

- 2) Foreign Nationals (Non-U.S. Citizens).

Regardless of anticipated length of on-site work, all foreign nationals employed under this task order must:

- (a) Have legal visa status with the Immigration and Naturalization Service (INS);

and

- (b) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

#### B. Submittal Requirements - U.S. Citizens.

- 1) Duration of Onsite Work: 365 days (1 year) or more.

Individuals proposed to perform work on a DOC site for one year (365 days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries)

The Contractor must complete and submit the following forms to the COTR:

- Standard Form 85P (SF-85P, Questionnaire for Public Trust Positions); and
- FD-258 (Fingerprint Chart).

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the Operating Unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved task order start date as well as favorable findings of the suitability determination.

C. Submittal Requirements - Foreign Nationals.

All foreign nationals proposed to work on a DOC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States.

The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DOC site:

- FD-258 (Fingerprint Chart); and
- Form OFI 86C (Special Agreement Check) with signature authorization for release of information.

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the Operating Unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the task order.

D. Suitability Updates

Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the task order over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

E. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such by the Contracting Officer, must immediately remove the employee from duties that require access to DOC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

- 1) Conviction of a felony or a 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 DOC.
- 3) Improper conduct once performing on the task order, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the task order.
- 4) Any behavior judged to pose a potential threat to DOC personnel or property.

Failure to comply with the requirements may result in termination of this task order. Compliance with these requirements shall not be construed as providing a task order employee clearance to have access to classified information.

#### **H.12 CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2006)**

(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 that process or store information, that directly support 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)

(<http://www.osec.doc.gov/cio/oipr/ITSec/csa-1987.html>), including the following definition of the term

(1) Sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 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:

- The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3* (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).
- The *DOC Security Manual, Chapter 18* (<http://home.commerce.gov/osy/SecurityManual/Security%20Manual%20Contents2.pdf>).
- 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, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

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

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* ([http://www.osec.doc.gov/cio/cio\\_it\\_policy\\_page.htm](http://www.osec.doc.gov/cio/cio_it_policy_page.htm)).

(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 after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, chapter 15, section 15.3. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the *DOC IT Security Program Policy*.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

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

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

the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with chapter 6 of the *DOC IT Security Program Policy*. Specifically, the Contractor shall:

- (1) Within 14 days after contract award, the contractor shall 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*, Section 6.5.2. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/Bureau 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.

Upon approval, the Contractor shall 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 Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

- (2) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, section 6.3.1.2.
- (j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

### **H.13 TEMPORARY BADGES**

The Government will issue temporary building passes (valid for 30-Day increments) to each individual after security paperwork is submitted to the COTR. Permanent badges will be issued after each Contractor employee is granted an appropriate clearance.

On-site Contractor "office" personnel shall wear appropriate business attire the same as that normally worn by professional or executive Government personnel. The Contractor shall display the DOC-issued identification badge at all times.

**H.14 LEGAL HOLIDAYS**

The following Federal legal holidays are observed under this task order.

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
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

**H.15 WARRANTY**

- (1) The Contractor's standard commercial warranty shall apply to this task order.
- (2) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose describe in this task order.

Award  
Fingerprint Scanning Initiative

YA1323-09-NC-0037  
GS-35F-0763J

**SECTION J – LIST OF ATTACHMENTS**

Attachment J-2      IAFIS Image Quality Specifications

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

2. Amendment/Modification No. M001 3. Effective Date See block 16C 4. Requisition/Purchase Req. No. 5. Project No. (If applicable)

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

8. Name and Address of Contractor (No., Street, County, and Zip Code) COGENT, INC. 11480 COMMERCE PARK DRIVE SUITE 150 RESTON VA 201911506 Vendor ID: 00007569 DUNS: [REDACTED] CAGE: 1K8D7 b(4) (X) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) X 10A. Modification of Contract/Order No. YA1323-09-NC-0037 10B. Date (See Item 13) Nov 3, 2008

Code Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. Accounting and Appropriation Data (if required) See Schedule \$ US 0,00

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

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

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

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

The purpose of this modification is to incorporate The Privacy Act in Section H and incorporate the revised Milestone Delivery Schedule. The Privacy Act Clause can be found in Section H.13, and the revised Delivery Schedule can be found in Section F. 3.

This is a Firm Fixed Price contract.

The period of performance remains unchanged.

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

15A. Name and Title of Signer (Type or Print) 16A. Name and title of Contracting Officer (Type or Print) LONG NGUYEN 301.763.3169 Contracting Officer  
15B. Contractor/Offeror (Signature of person authorized to sign) 15C. Date Signed 16B. United States of America (Signature of Contracting Officer) 16C. Date Signed Dec 1, 2008

## **STATEMENT OF WORK AND PERFORMANCE REQUIRED**

### **BACKGROUND AND OVERVIEW**

#### **BACKGROUND**

The Census Hiring and Employment Check System (CHEC) is a consolidated automation system that supports suitability and security screening processes for the U.S. Census Bureau. The CHEC system automates the electronic processing of name and fingerprint checks to screen out any potentially unsuitable employees. Designed to conduct background and suitability screening for decennial employees as well as permanent career and current survey personnel, the CHEC system provides a criminal history check on all Census employees while also verifying employment and education history. This collection of criminal history information and employment verification allows HRD, regional directors, and other management officials to make timely and informed hiring decisions.

CHEC pursues screenings by implementing the personal identification process, tracking fingerprint and name check requests, tracking other screening checks (i.e., source contacts, court dispositions, personal interviews, and national agency checks with inquiries (NACIs)), and providing a mechanism to record determinations, as well as communicating determinations to hiring authorities (i.e., Regional Offices, Census Security Office, and the Human Resources Division).

The Census Bureau, Administrative and Management Systems Division (AMSD), Census Hiring and Employment Check Office, is responsible for processing requests for criminal background checks on current Survey (Schedule A) employees, respondents, and career appointees. This responsibility includes background check processing for temporary decennial employees. The scope of the hiring effort is very large. During the peak hiring period for the 2000 Decennial Census, the Census Bureau conducted screenings on 3.7 million applicants, prior to selection and subsequent hiring of nearly 1 million employees. For the 2010 Census, we anticipate hiring and fingerprinting over 1.3 million employees. Each employee will be fingerprinted twice on their first day of employment and thus Census will receive over 2.6 million cards to scan. In May of 2010, we anticipate scanning over 800,000 fingerprint cards in a single week.

In order to successfully scan fingerprint cards and have them sent to the FBI for IAFIS processing the Census Bureau is requesting 26 scanners, 24 high-speed scanners and 2 flat bed slow speed scanners.

#### **SCOPE OF WORK/OBJECTIVE**

The Census Bureau seeks to procure services of a contractor to provide scanners, scanning software and additional items (i.e., servers, licenses, hardware) to meet the Census Bureau's requirements for scanning fingerprint cards in support of the recruiting and hiring efforts for the 2010 Decennial Census.

The contractor shall provide the following:

- Twenty Six (26) Fingerprint scanners  
24 high-speed scanners and 2 flat bed slow speed scanners.

#### **OBJECTIVE 1 - FINGERPRINT SCANNING SOLUTION**

The contractor shall provide 26 fingerprint scanners (24 high-speed scanners and 2 flat bed slow speed scanners) and a fingerprint scanning solution that includes, but is not limited to scanning software, licenses, supporting equipment to provide solution that adheres to the following specifications:

- High-speed fingerprint card scanner - simplex scanning at 500 dpi.
- The low speed scanner must incorporate data entry option and then scan card with or without the barcode.
- The low speed scanner must scan at least 1 card per minute.
- The high-speed fingerprint scanner should be able to be used by an operator for batch scanning at an approximately 600 standard 8x8 federal government (SF-87A) fingerprint cards per hour at 500dpi.
- Providing on-site scanner maintenance (in Jeffersonville, Indiana) at recommended intervals, and on-site technical support within 2 hours after the government reports a problem.
- Installing and configuring the scanning software. This includes changing operating system settings as needed.
- High-speed fingerprint card scanner that must be able to read Census provided barcode labels on every fingerprint card.
- Ability for the scanners to import T1 & T2 data from a file as identified by barcode data and merge the T1 & T2 data with the scanned image to create an FBI approved EFTS file, type FAUF.
- The 2 slow speed scanners should have the ability to scan cards, read barcode and import T1 & T2 data from a file as identified by barcode data to create an EFTS file. Slow speed scanners should also have the ability to perform data entry on the PC platform associated with the scanner. The scanner should be able to scan a single card after data entry was performed as well as the ability to read the barcode from the fingerprint card.
- Producing log files that indicate the status of the fingerprint cards scanned. The log files should indicate whether each card scanned was successful or unsuccessful. The successful scan will include finding and merging T1T2 record with scanned image to form an EFTS file. If any of the above does not occur, the scan is unsuccessful and an immediate error is created, logged and sent to the operator of the scanning device.
- The ability to read Census generated barcodes. The barcodes are standard extended character set 3of 9 (code 39), and allow the applicant data to be matched to the fingerprint cards.

- Provide software to check for sequence scanning errors and the ability to make necessary changes before final file is sent to FBI. This sequence check should be an automated process with no operator intervention. During high-speed scanning, for sequence checking, the batch should not stop and the operator should not be notified at the end of the batch. Cards that fail sequence checking should be handled automatically. All cards will be processed and sent to the FBI electronically – no cards will be mailed to the FBI.
- Providing on-site training for the Fingerprint Scanning Solution at the National Processing Center for 10 employees within the Base year.
- Installing and configuring the scanning software. This includes changing operating system settings as directed by the COTR. Any operating system changes must be compliant with Census Bureau IT policies.
- High-speed fingerprints scanners must be certified by the FBI. In addition they must meet the specifications as documented in Attachment J-2 (see attached).

The system must integrate with the existing Census Hiring and Employment Check (CHEC) application. The CHEC Application contains the T2 data, which must be merged with the T4 data on the card. The CHEC Application will present a file (identified by the barcode label) on an existing linux file system that the vendor will read, merge with the T4 data and subsequently generate an EFTS file which will be deposited on the linux file system. **This contract will not cover system design, integration or installation services for software customizations.**

The contractor shall provide a solution that will allow the Census Bureau to scan fingerprints according to the specifications listed above. The contractor shall document and provide everything required for the complete solution. This includes server hardware specifications (i.e., type of server, speed of server, amount of memory and disk space required), the number of software licenses required, the number of servers required, and any additional specifications (i.e., Console kit, software versions, Operating system required for server(s), database servers, regional servers and processing servers as needed).

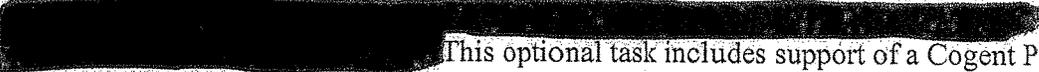
## **PERFORMANCE REQUIREMENTS SUMMARY**

To ensure the quality of the service provided, the performance measurement system shall address, but not be limited to the following:

- All products and documentation are delivered on time according to agreed upon due dates as outlined in Section F.3.
- Technical content and work products are consistent with industry standards and regulations, specifically consistent with IAFIS Image Quality Specifications (Attachment J-2).
- Any flaws in the work products are identified and corrective measures taken.
- Documentation is clear and without error.

## OPTIONAL SUPPORT SERVICES

b(4)

 This optional task includes support of a Cogent Project Manager and Senior Engineer for 5, 8-hour days. This option can be executed at anytime and executed more than once.