

**DRAFT****SPACE ACQUISITION PROCEDURES  
FOR THE  
2010 CENSUS  
QUESTIONNAIRE ASSISTANCE CENTERS**GENERAL INSTRUCTIONS

U.S. Census Bureau Partnership Specialists or other authorized employees may arrange for the donation of “free” temporary space at organizations or locations to be used as Questionnaire Assistance Centers (QACs) for the months of February through April 2010 for the purpose of providing space for a paid Census Bureau employee to assist persons needing help in completing their 2010 Census Questionnaire.

The attached “Conditions for Donation of Services and Space Agreement” (see Attachment 1) should be completed and signed by an authorized representative of the agency, organization, person controlling/owning the space (“Donor”), and the agency, organization, person providing the service of a Questionnaire Assistance Center (“U.S. Census Bureau”).

General Space Requirements

The following standard conditions and requirements apply to any premises offered for use by the U.S. Census Bureau:

- o The space should be in a building of sound and substantial construction and in good condition.
- o The Donor or property manager should provide a copy of a valid Occupancy Permit and should operate the building in conformance with local codes and ordinances.
- o A minimum of two separate stairways for ingress/egress should be provided if the space is above the first floor or below grade. Scissor stairways are counted as one stairway.
- o The space should be free of all asbestos containing materials, except that the presence of undamaged vinyl asbestos floor tile in the donated space or undamaged boiler or pipe insulation outside the space is acceptable. If unacceptable asbestos conditions do exist, and asbestos operations do exist, an asbestos operations and maintenance program conforming to Environmental Protection Agency guidance shall be implemented and completed before the donation can be accepted.

Attachment

Conditions for Donation of Space  
(Attachment 1)

The common goal of the U.S. Census Bureau and the Donor is to achieve a complete and accurate count in the 2010 Census.

**A. Donation of Space**

Under the guidance of the U.S. Census Bureau, the Donor agrees to provide space for a Questionnaire Assistance Center (QAC) within the property of their organization for the purpose of helping those persons who request assistance in completing their 2010 Census questionnaire.

This donation is subject to the following terms and conditions:

1. The Donor will provide space for the QAC at the following times and on the following (days): \_\_\_\_\_ . The U.S. Census Bureau expects peak usage of the Questionnaire Assistance Centers to extend from March 19, 2010 to April 19, 2010. It would be most beneficial to the community if the person working at this QAC spoke the following language: \_\_\_\_\_ .
2. The U.S. Census Bureau will not reimburse the Donor Organization for any expenses related to the provision of the QAC space.
3. The U.S. Census Bureau and the Donor Organization will jointly publicize in the local media the dates, locations, and hours of operation of the Questionnaire Assistance Center.
4. Questionnaire assistance will be provided without any charge whatsoever to the respondent.
5. The U.S. Census Bureau will provide a poster and/or a banner to be placed at the authorized Questionnaire Assistance Center, designating those places as U.S. Census Bureau sanctioned assistance centers. A Be Counted Box will be available on the premises for the respondent to obtain a Be Counted questionnaire if they did not receive one at their place of residence or they believe they were not added to the census questionnaire sent to their place of residence.
6. The Donor Organization agrees to provide or to arrange for the provision of suitable space to be used as Questionnaire Assistance Centers during the 2010 Census. Questionnaire Assistance Center Representatives (QAC reps) will occupy the space and provide assistance to those respondents who visit the Questionnaire Assistance Centers.

This donation is subject to the following terms and conditions:

1. The \_\_\_\_\_ (organization) will donate \_\_\_\_\_ square feet of office space in \_\_\_\_\_ (building name), at

\_\_\_\_\_(address),  
\_\_\_\_\_(City, State, and ZIP Code)  
for a period of \_\_\_\_ (number of weeks), commencing on \_\_\_\_\_ (date) through  
\_\_\_\_\_ (date).

2. The space shall accommodate one (1) desk (or table) and two (2) chairs, in which the QAC rep may interview, privately and undisturbed, the respondent(s) seeking assistance.
3. The space is being donated to the U.S. Census Bureau at no cost to the government.

**B. Liability**

In the event that injury or damage is caused **by** a U.S. Census Bureau employee while acting within the scope of his or her authority, the incident will be covered under the Federal Tort Claims Act, Title 28 U.S.C. \_ 2671, *et seq.* Any claims arising from such incidents may be filed with the U.S. Census Bureau and will be promptly addressed.

Any injury occurring to a U.S. Census Bureau employee while acting within the scope of his or her employment will be covered under the Federal Employees Compensation Act, Title 5 U.S.C. \_ 8101, *et seq.*

Because the Federal Government is self-insured, it is the U.S. Census Bureau's policy **not** to purchase or pay for commercial liability insurance. In addition, the Anti-Deficiency Act, Title 31 U.S.C. \_ 1341, *et seq.*, prohibits any Federal agency from undertaking contingent and undetermined liability without funds being appropriated by Congress for such purpose. For this reason, the Government cannot agree to a "hold-harmless" clause nor can it waive the right to sue.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please print)  
**Donor**

\_\_\_\_\_  
Name (Please print)  
**Regional Director, U.S. Census Bureau**