

REQUEST FOR PROPOSAL

OPC-OPS-2015-03

Scanning of Documents

Sponsored by the
Office the People's Counsel for the District of Columbia

RFP Issue Date: January 29, 2015

Proposal Due Date: February 12, 2015

Introduction/Purpose

The Office of the Peoples Counsel (OPC) is seeking to award a task order for scanning and document management services to digitize document files from The Office of the Peoples Counsel (OPC)

This task order shall be performed in accordance with all sections of the offerors proposal, including “per page” pricing, and the terms contained below.

This task order shall be performed in accordance with all sections of the offeror’s proposal, and the terms contained below:

This RFQ consists of five parts:

1. Section 1 – Pricing
2. Section 2 – Statement of Work
3. Section 3 - OPC Terms & Conditions, Instructions, Conditions, and Notice to Offeror
4. Section4 – Non-Disclosure Agreements
5. Section 5– Delivery Requirements

Section 1 – Pricing

Contract Type

Contract type for this effort shall be Firm-Fixed-Price (FFP). Services shall be proposed, invoiced and paid on a “FFP per page” pricing model.

CLIN	Description	Proposed Hours	Hourly Rate	Total Price
0001	Labor Category 1		\$	\$
	Labor Category 2		\$	\$
	Labor Category 3		\$	\$
Subtotal				\$
CLIN	Description	Quantity	Unit Price	Total Price
0002	Other Direct Cost 1		\$	\$
	Other Direct Cost 2			\$
	Other Direct Cost 3			\$
Subtotal				\$
Total				\$
	Estimated Quantity of Scans			100,000
	Fixed Price Unit Price per scan			\$ Total /

Section 2– Statement of Work

2.1 Purpose

The purpose of this acquisition is to award a task order for scanning and document management services for The Office of the Peoples Counsel (OPC) at the Office of the Peoples Counsel (OPC).

2.2 Introduction

As part of the mission of the OPC is to improve efficiency and reduce costs to the DC Government. To that end, the OPC has requested digitization of its case file collection.

2.3 Scope

The scope of support shall include document preparation, scanning, and delivery of the approximately 50,000 pages of files in the PDF digital format and document reassembly. All output images and paper copies will be returned to the OCP 5th floor, 1133 15th Street NW, Washington, DC 20006.

2.5 Tasks and Requirements

The Contractor shall undertake the following tasks under this contract:

- A. File/Document preparation
 - B. Document Scanning
 - C. Digital image creation and formatting
 - D. Image Transfer for Delivery
 - E. QualityControl/QualityAssurance
 - F. Delivery of Digitized Files
 - G. File/Document Reassembly
- A. File/Document Preparation
 - 1. The Contractor shall collect and prepare the files for digitization:
 - i. The logical document breaks for documents within the files should be maintained
 - ii. “Sticky notes”, separator tabs and other documents separators should be prepared as single documents
 - iii. File folder tabs should be prepared and scanned as single documents
 - iv. Documents are removed from folder dividers and bindings.
 - v. Documents are pulled from their bins.
 - vi. Staples and clips are removed.
 - vii. Post-it notes are moved to carrier sheets to prevent underlying information from being covered.

- viii. Folded pages are adjusted and torn pages taped with non-reflective tape.
- ix. Severely wrinkled pages are photocopied and replaced in the stack to prevent scanner jamming.
- x. Legal size pages are unfolded.
- xi. Empty folders or folders with replaced pages are left in the back of the box.
- xii. Create inventory lists
- xiii. Ensure that documents are in order
- xiv. Ensure proper page orientation
- xv. Repair damaged documents

- 2. The Contractor shall ensure that the document preparation permits reassembly of each document and file to identical state in which it was received by the Contractor.

B. Document Scanning

- 1. The Contractor shall scan all paper types, including color, plain text, gray-scale, and black and white, as black and white images
- 2. The Contractor shall scan:
 - i. Text, bi-tonal and mixed text/graphic image documents:300 dpi
 - ii. If the vendor is unable to scan any document at the minimum resolution or greater than vendor shall inform (OPC) immediately
- 3. The Contractor shall have the capability of scanning document sizes:
 - i. 8 ½"x11"
 - ii. 8 ½" x14"
 - iii. If the vendor is unable to scan any document due to size or paper condition, the vendor shall inform OPC immediately

C. Digital image creation and formatting

- 1. All documents shall be delivered to the OA as Adobe Acrobat v.10 PDF
- 2. Each file shall be named according to its document type, document name and date
 - i. 4 char. Document type-Name_of_document_DATE
 1. Cross References list_
 2. If no document name can be found on the document, the first five words of the document shall be used
 3. If no date can be found on the document, the date field shall be filled by 0s (i.e., 00000000)

D. Image Transfer for Delivery

1. The Contractor shall transfer the file images, in the format and structure described above, to CDs/DVDs for delivery to the OPC.
2. The Contractor shall also maintain an additional copy of all delivered images on portable hard drives. Multiple hard drives may be used if additional storage space is required to accommodate all of the images. The Contractor shall deliver the portable hard drive(s) to OPC after OPC review and acceptance of all CDs/DVDs.

E. QualityControl/QualityAssurance

1. Prior to delivery of each set of digitized images to OPC, the Contractor shall conduct a thorough QualityAssurance/QualityControl process on each image delivery media.
 - i. The QA/QC process shall include the following checks:
 1. Provide 1 to 1 accounting of every page in their custody
 2. Provide 100% level of accuracy throughout the scanning process
 3. Ensure the image quality shall meet or exceed the quality of its source hard copy page
 4. Include a 100% quality assurance review and comparison of the scanned image to the hard copy original verifying the following:
 - a. consistent tone reproduction
 - b. detail and edge reproduction
 - c. image is complete
 - d. image is the correct size
 - e. image is in correct resolution
 - f. image is in correct file format
 - g. image is in correct mode or bit-depth (e.g., bi-tonal versus continuous tone)
 - h. absence of overall light problems (e.g., not too dark)
 - i. retention of detailing highlights or shadows
 - j. appropriate contrast
 - k. proper sharpness
 - l. handwritten notes scanned as black ink on a page
 - m. absence of excessive sharpening (including halos around dark edges)
 - n. image is in correct orientation
 - o. image is centered; image is no more than 2% out of vertical alignment
 - p. absence of image processing and scanner artifacts (e.g. extraneous lines, noise, banding)

5. The Contractor shall conduct Cyclic Redundancy Check (CRC) error detection routine against each media to ensure data and media integrity prior to delivering to OPC
2. The Contractor shall document its QA/QC processes and provide of copy of such to OPC for approval prior to commencement of the project tasks.
3. The Contractor shall be responsible for all re-work of all images or delivery media that fail to meet OPC QA/QC requirements. All costs associated with such re-work, including direct costs items, shall be borne by the Contractor and may not be charged to OPC

F. Delivery of Digitized Files

1. CDs/DVDs containing the prescribed folder structure and digitized files shall be delivered on a weekly basis during the project
2. Portable hard drive(s) containing copies of all digitized files shall be delivered to the OPC after OPC review and acceptance of all CDs/DVDs.

G. File/Document Reassembly

1. The Contractor shall return the hardcopy documents related to the OA in the manner they were received. Documents removed from labeled folders shall be returned to the same. Loose documents and those removed from binders shall be returned as loose items, retaining the owner's indicated document separations.

2.6 DELIVERABLES

A. Deliverable Documentation

1. Contractor shall provide a problem/issue escalation matrix two weeks following the award which will include
 - i. Name of individual at each step in the matrix
 - ii. Level of authority
 - iii. Contact information
2. Weekly Progress Reports
 - i. Contractor shall deliver to the COR a weekly report, which includes, but is not limited to:

- a. Hard copy volume received
- b. Volume of work at each stage in the process
 - a. master folder in process (including volume in each stage of the process)
- c. Work completed
 - a. Each week
 - b. Cumulatively
- d. Issues/problems encountered
 - a. Date of issue
 - b. Description of problem
 - c. Indication of severity (green, yellow, red)
 - d. Current status of correction
 - e. Estimate date of resolution
 - f. Final date of resolution

B. Deliverable Schedule

Item	Due Date	Distribution
Problem/issue escalation matrix	5 days after award	COR
Weekly Progress Report	Mondays, reporting information for the previous week	
CD/DVDs containing scanned document images	Upon Completion	
Portable hard drive image archive	After OPC review and acceptance of all CDs/DVDs	

C. Location of Delivery

All deliverables, including output images and their original paper files, will be delivered to the Office of Peoples Counsel 5th floor, 1133 15th Street NW, Washington, DC 20006.

D. Acceptance of Delivery

The vendor will adhere to the requirements formalized in this document and mutually agreed upon by OA and the Contractor. This includes pick-up and delivery services, scanning various document types, using established naming and document separation conventions and performing the QA/QC. OPC shall be the sole arbiter of acceptable quality.

2.7 Operating Constraints

- A. OPC, at anytime during this process, may request the return of documents or files that are either in process or have reached digital form. The vendor shall return the requested files in the most expeditious manner possible.

2.8 Monitoring

The contract will be administered and enforced according to this Statement of Work.

2.9 Contractor Employees

Contractor personnel shall presentation shall be professional appearance and be easily recognized as Contractor employees. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are DC Government employees.

2.10 Government-Furnished Property and Information

- A. OA shall provide the Contractor with a list of the anticipated document types within the personnel files and naming convention abbreviations. It is currently estimated there will be about 50 document types. During production, the vendor may encounter new document types. If this occurs, the vendor and COR shall meet to determine the appropriate document preparation, scanning, and quality control for the new document type. These new requirements shall be memorialized in writing.
- B. The Government shall provide the Contractor with adequate workspace to perform this contract at the Place of Performance.

2.11 Place of Performance

Performance for this task order will be at the Contractors location.

2.12 Period of Performance

Based upon the Contractor observations and investigation, the estimated paper volume is 100,000 pages. OPC anticipates that the period of performance will last 4 weeks from the award.

Section 3 - OPC Terms & Conditions, Instructions, Conditions, and Notice to Offeror

3.1 DC GOVERNMENT CONTACT INFORMATION/ROLES & RESPONSIBILITIES

Contracting Officer (CO):
The Office of the Peoples Counsel
1133 15th Street, NW Suite 500
Washington, DC 20005
ATTN: Frank Scott
Telephone 202.727.3071
Fax: 202.727.1014
Email: fscott@opc-dc.gov

Contracting Officer (CO):

The CO is responsible for:

- 1) Negotiation and award of orders, contracts, or agreements: COs have full authority to legally bind their organization within their designated warrant level.
- 2) Administration: Although COs have the ability to manage the orders, contracts, or agreements, the day-to-day administration activities will generally be carried out by the contracting officer's representative.
- 3) Settlement and Resolution of Contracting Issues: The CO is authorized to settle and resolve contracting issues.
- 4) Contract Records: The CO is responsible for maintaining a complete record of all contracting documents (electronically and/or manually).

Contract Specialist (CS):

The CS is responsible for:

- 1) The daily interactions of the orders, contracts, or agreements, which include communicating with the contractor in resolving concerns, drafting requirements, award documents, modifications, etc.
- 2) The CS has no authority to change the terms and conditions of the order, contract, or agreement, including the schedule and price.

Contracting Officer's Representative (COR):

- 1) The CO's authorized COR will be designated after award. Additionally, each order, contract, or agreement will specify the designated COR.
- 2) The COR is the individual within the program management function who has overall technical responsibility for this effort. The COR supports the CO during administration of this effort by:
 - a. Providing technical clarification relative to overall workload matters;
 - b. Providing guidance to the contractor in the preparation of deliverables and services;
 - c. Providing acceptance of delivered products and services in accordance with the order or contract terms and conditions; and
 - d. Making final decisions regarding any recommended rejection of deliverables.
- 3) The COR also provides technical direction to the contractor, i.e., shifting work emphasis between areas of work, fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general scope of this effort. The COR does NOT have the authority to issue any technical direction that:

- a. Constitutes an assignment of work outside the general scope of this effort;
 - b. Constitutes a change as defined in the “Changes” clause (See FAR 52.243);
 - c. In any way causes an increase or decrease in cost or the time required for performance;
 - d. Changes any of the terms, conditions, or other requirements of this effort; or
 - e. Suspends or terminates any portion of this effort.
- 4) All technical direction shall be issued in writing by the COR or will be confirmed by the COR in writing within 10 calendar days after verbal issuance. A copy of the written direction will be furnished to the CO.
- 5) In addition to providing technical direction, the COR will:
- a. Monitor the contractor’s technical progress, including surveillance and assessment of performance, and recommend to the CO any changes in the requirement;
 - b. Assist the contractor in the resolution of technical problems encountered during performance;
 - c. Perform inspection and acceptance or recommendation for rejection of contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within the order, contract, or agreement; and
 - d. Ensure invoice payments are processed in a timely manner in accordance with the Prompt Payment Act.
 - e.

3.2 INVOICE REQUIREMENTS

Address for Submission of Invoices

The contractor shall submit invoices via email (PDF format) for the supplies delivered or services rendered to the following:

**Office of the people’s counsel
1133 15th Street, NW Suite 500
Washington, DC 20005**

Invoice Description

Invoices shall be submitted to the OPC designated in the order, contract, or agreement to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or documentation:

- Name of business concern, invoice number and date;
- Contract or order number, or other authorization for delivery of property or services;
- Description, price, and quantity of supplies/services actually delivered or service rendered for each item billed;
- Shipping and payment terms;
- Name (where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent). The “remit to” address must correspond to the remittance address in the order, contract, or agreement; and
- Other substantiating documentation or information as required by the order, contract, or agreement.

3.3 CONTRACTOR’S CORE DUTY HOURS

The core duty hours for OPC are from 9:00 a.m. to 3:00 p.m., Monday through Friday, with the exception of DC Government holidays. Contractor personnel shall ensure that the typical workday is longer than the core duty hours, and that personnel are required to conform their workday to ensure that it includes the core hours.

The contracting officer's representative (COR) and the contractor must mutually agree upon all deviations to this schedule not mentioned herein. Work conducted outside these core hours may be negotiated by the COR as long as it does not affect the terms and conditions of the order, contract, or agreement, including schedule and price.

The following Federal Government holidays are normally observed by Government personnel: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected Government closures.

3.4 OPC FURNISHED EQUIPMENT/ITEMS

OPC will provide office space as required to fulfill performance requirements under this order, contract, or agreement. Contractor staff shall also have appropriate building passes to enter DC Government facilities.

Consistent with FAR52.245-1, the contractor shall maintain a list of OPC-furnished items throughout the life of the contract and the list shall be made available for the Government's review upon request. Contractor staff shall follow the Office of Administration checkout procedures to assure that all OPC furnished items are returned in good operating condition to the Government. The contractor shall be responsible for the cost of replacing lost or damaged items.

Final payment shall be withheld pending return of OPC furnished property or payment for lost or damaged items.

3.5 INSPECTION AND ACCEPTANCE [FEB 2014]

Place of Inspection and Acceptance

Inspection and acceptance of the products or services to be furnished hereunder shall be made by the appropriate COR, or other authorized representative designated in the order, contract or agreement.

Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to order, contract or agreement requirements by the COR, or other authorized representative designated in the order, contract or agreement. Inspection may include validation of information or inspection of the deliverables, as specified in the order, contract or agreement. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

Basis of Acceptance

The basis for acceptance will be in compliance with best commercial practices and those requirements provided in the order, contract or agreement.

Support products and travel will be accepted upon receipt of proper documentation.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

Draft Deliverables

OPC will provide written acceptance, comments and/or change requests, if any, within five workdays from receipt from the contractor of the draft deliverable, unless otherwise specified in the order, contract, or agreement due to time constraints.

Upon receipt of OPC comments, the contractor shall have up to three workdays to incorporate the OPC's comments and/or change requests and to resubmit the deliverable in its final form unless otherwise noted in the order or contract due to time constraints.

All of OPC's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the contractor must demonstrate to the OPC's satisfaction why such comments should not be incorporated.

If the Contractor requires additional government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the appropriate COR or CO.

Final Deliverables

The Government will provide written notification of acceptance or rejection of all final deliverables within five workdays, unless otherwise specified in the order, contract, or agreement from the date of receiving the deliverables. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

If OPC finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, inaccurate information or statistics, or otherwise does not conform to the requirements stated within the order, contract or agreement, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission.

Non-Conforming Products or Services

Unless specified otherwise in the orders or contracts, non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within three workdays of the rejection notice or as time constraints deem necessary. If the deficiencies cannot be corrected within three workdays, the contractor shall immediately notify the COR, or other authorized representatives designated in each order, contract, or agreement of the delay and provide a proposed corrective action plan within three workdays or as time to conform dictates more urgent action.

3.6 STATEMENT ON OPC SPECIAL TERMS AND CONDITIONS

The following OPC specific clauses shall apply to the order, contract, or agreement resulting from this solicitation. These terms and conditions flow down to any subcontractors.

3.7 RESTRICTION AGAINST DISCLOSURE

The contractor agrees, in the performance of this order, contract, or agreement to keep the information contained in the source documents, or otherwise furnished by the OPC, in the strictest confidence, said information being the sole property of the OPC. The contractor also agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so, taking reasonable measures to restrict access to the information while in his or her possession to those employees who must have the information to perform work on the order, contract, or agreement (i.e., a "need-to-know" basis). The contractor agrees to immediately notify the contracting officer (CO) in writing in the event the contractor determines, or has reason to suspect, a breach of confidentiality. The contractor is responsible for ensuring all employees involved in the performance of

this order, contract or agreement sign a “Non-Disclosure Agreement” that is attached. The contractor shall provide a signed agreement to the CO prior to each employee beginning work.

OPC retains full legal control over any information and records submitted by it to the contractor and may, to the extent permitted by law, modify such information or request that it be withdrawn from the contractor’s files and systems. Such information, to the extent permitted by law, shall not become part of contractor records. If the contractor receives a request for OPC information, or a request to which OPC information would be responsive, the contractor shall not provide OPC information in response to the request and shall instead refer the request to OPC. OPC will address the request in accordance with applicable law. Requests included within this paragraph include, but are not limited to, Freedom of Information Act (FOIA) requests, and litigation-related requests. Any such request shall be sent in writing to the Office Contract and Procurement through the CO.

All information regarding the procedures developed under this order, contract, or agreement must be regarded as sensitive information by the contractor and not to be disclosed to anyone outside the contractor's organization without the written permission of the CO.

3.8 PROHIBITION OF ADVERTISING OF AWARD

The contractor shall not refer to this award in commercial advertising or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by The Office of the Peoples Council (OPC), the Office of Administration, or the White House. This includes advertising, or similar promotions, in all forms of electronic, broadcast, and print media.

In addition, the contractor is restricted from reproducing the image(s) of the OPC in any form of commercial advertising or promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings are a matter controlled by statute, regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the contracting officer.

3.9 CONTRACTOR’S RESPONSIBILITY FOR PERSONNEL

The contractor shall be responsible for managing and overseeing the activities of all of its personnel, as well as subcontractor personnel used in performance of this effort. The contractor's management responsibilities shall include timely and effective support, performed in accordance with the requirements contained in the order, contract, or agreement.

3.10 POTENTIAL CONFLICTS OF INTEREST

(a) The contractor shall inform the contracting officer (CO) whether or not, to the best of its knowledge and belief, it has or does not have any organizational or personal conflicts of interest as defined below:

(b) If the contractor discovers an organizational conflict of interest with respect to this order, contract, or agreement prior to award, the contractor shall immediately notify the CO in writing and provide its plan to mitigate the conflict. Personal conflicts of interest will be dealt with on a case-by-case basis by the CO. Depending on the severity of the conflict, alternative staff may be appointed to work on the requirement. If that solution does not remove the conflict or the appearance of conflict of interest, the contractor may be excused by the DC Government from participation in the requirement.

(c) The contractor agrees that if, after award, it discovers or creates an organizational or personal conflict of interest with respect to the order, contract, or agreement, it shall make an immediate and full disclosure in writing to the CO and Contracting Officer's Representative (COR), which shall include a description of the action the contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The DC Government may, however, terminate the order, contract, or agreement for the convenience of the DC Government.

(d) In the event that the contractor was aware of the organizational or personal conflict of interest prior to the award of the order, contract, or agreement and intentionally did not disclose the conflict to the CO, the Government may terminate the order, contract, or agreement at no cost to the DC Government and demand payment of any out-of-pocket costs, including costs associated with re-issuance of the order, contract, or agreement.

(e) The contractor shall also inform the CO and COR of any business or other relationships which create a potential conflict of interest or which might present an appearance of a conflict of interest on the part of the contractor or the contractor's employees, including all instances in which a former or existing client of the contractor is or is likely to become the subject of a lawsuit. In addition, the contractor must agree that any information provided to the contractor in the course of the requirement is confidential and cannot be used for financial gain.

3.11 STANDARDS OF CONDUCT AND RESTRICTIONS

The contractor shall conform to standards of conduct as follows:

(a) Contractor employees shall dress appropriately for a professional office environment.

(b) Contractor employees shall only conduct official business directly related to the order, contract, or agreement while performing work under the contract, order or agreement at the OPC.

(c) No contractor employees shall solicit new business while performing work under this order, contract, or agreement on Government premises.

(d) Use of OPC furnished equipment or records for company or personal use is strictly prohibited. For example, use of OPC telephones to make personal phone calls at the OPC's expense is prohibited.

(e) While the contractor's employees are at the OPC facility, the contractor is responsible for ensuring compliance with all laws, rules, and regulations governing conduct with respect to health, safety, and use of OPC property. This relates not only to the health and safety of contractor employees, but also to that of Government personnel and other individuals.

(f) Contractor employees are expected to adhere to the high professional ethical standards to which Government personnel in a comparable position would be expected to adhere. In addition, contractor employees must comply with the pertinent provisions of the DC Government Office of Contract and Procurement.

3.12 CONTRACTOR'S INTERFACES/COLLABORATION

The contractor and/or its subcontractors may be required as part of the performance of this requirement to work with other contractors working for the OPC. Such other contractors shall not direct this contractor

and/or their subcontractors in any manner. Also, this contractor and/or its subcontractors shall not direct the work of other contractors in any manner.

OPC will establish the initial contact between the contractor and other contractors and will participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings and contacts will be established. The designated contracting officer's representative (COR) for all associated efforts will be included in any establishment of conventions.

3.13 CONTRACTOR'S BUSINESS CONFIDENTIAL OR FINANCIAL DATA

To the extent the work under this order, contract or agreement requires access to business confidential or financial data of other contractors, the contractor and his employees shall protect such data from unauthorized use and disclosure and agrees not to copy or use it for any purpose other than the performance of this order, contract or agreement. This data may be in various forms, such as documents, raw photographic prints, computer printouts or it may be interpretative results derived from analysis, investigation or study efforts.

The contractor shall establish policies and procedures to implement the substance of this clause at the individual employee and subcontracting level, which will assure that contractor and subcontractor employees are made aware of the provisions and the contractor's implementing policies and procedures.

3.14 LIMITED USE OF DATA

Performance of this requirement may require the contractor to access and use data and information proprietary to the OPC which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the OPC.

Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort until made public by the OPC, except to authorize Government personnel or upon written approval by the contracting officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the OPC between the contractor and the data owner which provides for greater rights to the contractor.

Contractor shall release all required deliverables and data or other works developed under this order, contract, or agreement solely in accordance with the OPC terms and conditions. All data collected and remaining in the custody of the contractor at the close of any order, contract, or agreement shall be delivered to the contracting officer's representative or destroyed in accordance with the terms of the order, contract, or agreement. No copies or parts of data derivative files (encrypted and/or individually identifiable) shall be kept by the contractor.

3.15 PAYMENT FOR UNAUTHORIZED SUPPLIES OR SERVICES

No payments shall be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of its own volition or at the request of an individual other than a duly appointed contracting officer (CO).

3.16 Contractor Fitness (On boarding Process)

For performance of this order, contract, or agreement all physical and logical access to The Office of the Peoples Council (OPC) Complex, information systems and work-related information and documentation by any contractor support personnel requires approval by the Personnel Security Division (OPC). Initial approval is granted after a favorable fitness determination by OPC, which is based on the results of the required interview, security and name checks. Contractors shall not enter the OPC Complex, be given access to the IT Network or any OPC work-related information and documentation until they receive notification from the COR that they are cleared and a start date has been established.

If any derogatory information (e.g. financial, criminal, etc.) is obtained by OPC during the contractor fitness process, the contractor may be required to provide supporting documentation to mitigate the information. Failure to provide the requested documentation (or at least make contact addressing the issue with OPC) within five business days, may result in a fitness denial.

All contractor personnel performing services under this order, contract, or agreement shall be at least 18 years of age and U.S. citizens.

3.17 Contractor Security Reporting Requirements

Contractor personnel shall notify OPC of any adverse security-related behavior, information and/or situation that may affect their fitness or continued eligibility to access the OPC Complex, IT Networks and/or classified information. Contractor personnel must also report changes in marital status, cohabitation and/or name to OPC within 15 business days of receipt of the information and/or status change. Also, foreign travel plans shall be reported to OPC at least 15 business days in advance of the planned travel. OPC can be reached at :

3.18 Periodic Reinvestigation

OPC can require a periodic reinvestigation (PRI) be conducted at will for all personnel requiring access to the OPC complex and/or IT Network, regardless of the type of background investigation in their security history. The contractor shall ensure a PRI is completed as needed by the issuing security agency to ensure these contractor employees remain eligible to perform work on an OPC order, contract, or agreement.

3.19 Contractor Employee Separation

OPC retain the right to remove the contractor's employees whose actions conflict with the performance of the order, contract, or agreement, commit misconduct, and/or have changes in their fitness/eligibility status. The COR will escort the contractor employee when off-boarding is required from the OPC Complex. The escort shall ensure that all security and exit procedures are followed and that no Government property is removed from the facility. Contractors removed from this order, contract or agreement for unmitigated security reasons shall not be eligible for reinstatement or utilized on any other OPC order, contract or agreement without OPC approval. When a contractor employee no longer supports this order, contract or agreement for any reason, the contractor must notify the COR and OPC either by phone or in writing within 24 hours stating the reason for the employee's departure. Additionally, the contractor employee's company shall ensure all security exit requirements are adhered to by their employees as follows:

- Out-processed by OPC
- Escorted off the OPC Complex

(NOTE: Contractor officials shall return the above items within 24 hours of an unanticipated departure.)

3.20 Physical Security Requirements

The Physical Security Officer and/or Industrial Security Officer will provide the overall physical security and industrial security oversight for the OPC Complex. Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility as specified in the National Industrial Security Program Operating Manual and OPC Complex security policies, requirements, and procedures. Failure to do so may result in denial of entry to the OPC Complex.

The contractor shall not remove any information or materials from the OPC Complex without specific authorization from the CO and/or COR.

Contractor personnel access to the OPC Complex is only authorized during their scheduled work hours unless otherwise approved by the Government.

OPTION FOR INCREASED QUANTITY

OPC may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the 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 12 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days.

(End of clause)

3.22 Instructions, Conditions, and Notice to Offeror

(a) Submission and Evaluation of offer

As a minimum, offers must show—

- (1) The name, title, address, email address, and telephone number of the offeror;
- (2) Technical Quote:
 1. Offeror shall provide a description of the services/products being offered in the quote.
 2. Offeror shall state the company's DUNS number.
 3. Offeror shall include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFQ.
- (3) Price Quote:
 1. Offerors shall insert prices into the Attachment A – Pricing.
- (4) Signed copy of both a company and individual Non-Disclosure Agreement. Individual Non-Disclosure Agreements shall be submitted for each individual that are proposed to work on the contract.
- (5) Acknowledgment of RFQ Amendments, if applicable;
- (6) Past performance information: Offerors do not need to provide past performance information.

Offer will be evaluated to determine its technical acceptance based on the requirements as stated in this document and a fair and reasonable price determination can be made by the Contracting Officer.

Section 4 – Non-Disclosure Agreements

THE OFFICE OF THE PEOPLES COUNSEL

COMPANY NON-DISCLOSURE AGREEMENT (FEB 2014)

Company Name: _____

Company Official Name: _____

Contract No: _____

I, _____, understand that, during the course of performance of this order, contract, or agreement my company and its employees may be given access to information on a privileged and confidential basis about specific The Office of the Peoples Counsel (OPC) information or data that is highly sensitive or non-public.

I hereby agree that my company and its employees will protect from release or unauthorized disclosure, inadvertent or intentional, any and all information furnished to our employees by the Government under this order, contract, or agreement, or other information about which we may become aware during the course of performance. I acknowledge that we are specifically prohibited from publishing, reproducing or otherwise divulging any such information to any unauthorized person or entity in whole or in part. I further acknowledge that, while this information is in our possession, we shall take all reasonable measures to protect it from unauthorized disclosure and to restrict access to those who have a *bona fide* requirement for such access. We will direct all questions about the sensitivity of any such information or any other issue concerning disclosure of information to the OPC Contracting Officer (CO).

OPC retains full legal control over any information and records submitted by it to contractor's employee and may, to the extent permitted by law, modify such information or request that it be withdrawn from contractor's files and systems. Such information, to the extent permitted by law, shall not become part of contractor records. If a contractor employee receives a request for OPC information, or a request to which OPC information would be responsive, the contractor's employee shall not provide OPC information in response to the request and shall instead refer the request to OPC. OPC will address the request in accordance with applicable law. Requests included within this paragraph include, but are not limited to, Freedom of Information Act (FOIA) requests, Congressional requests and litigation-related requests. Any such request shall be sent in writing to the Office of Contract and Procurement.

All information regarding the procedures designed or developed specifically for OPC purposes under this order, contract, or agreement shall be regarded as sensitive information by the Contractor and not to be disclosed to anyone outside the Contractor employee's organization without the written permission of the CO.

I understand that violation of this agreement information may subject my company and its employees to criminal penalties under Title 18 of the United States Code.

Signature

Date

Title

**OFFICE OF THE POPCLES COUNSEL
INDIVIDUAL NON-DISCLOSURE AGREEMENT (JAN. 2014)**

Employee: _____

Company: _____

Contract No: _____

I, _____, understand that, during the course of performance of this order, contract, or agreement I may be given access to information on a privileged and confidential basis about specific Office of the Peoples Counsel (OPC) information or data that is highly sensitive or non-public.

I hereby agree that I will protect from release or unauthorized disclosure, inadvertent or intentional, any and all information furnished to me by the DC Government under this order, contract, or agreement, or other information about which I may become aware during the course of performance. I acknowledge that I am specifically prohibited from publishing, reproducing or otherwise divulging any such information to any unauthorized person or entity in whole or in part. I further acknowledge that, while this information is in my possession, I shall take all reasonable measures to protect it from unauthorized disclosure and to restrict access to those who have a *bona fide* requirement for such access. I will direct all questions about the sensitivity of any such information or any other issue concerning disclosure of information to the Contracting Officer (CO) or the Contracting Officer's Representative (COR).

OPC retains full legal control over any information and records submitted by it to Contractor employee and may, to the extent permitted by law, modify such information or request that it be withdrawn from contractor's files and systems. Such information, to the extent permitted by law, shall not become part of contractor records. If contractor employee receives a request for OCP information or a request to which OCP information would be responsive, contractor employee shall not provide OPC information in response to the request and shall instead refer the request to OCP. OCP will address the request in accordance with applicable law. Requests included within this paragraph include, but are not limited to,

All information regarding the procedures designed or developed specifically for OCP purposes under this order, contract, or agreement must be regarded as sensitive information by the Contractor and not to be disclosed to anyone outside the Contractor employee's organization without the written permission of the CO.

I understand that violation of this agreement may subject me to criminal penalties under Title 18 of the United States Code.

Signature

Date