

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1   1			
1. REQUEST NO. RFQ09000105		2. DATE ISSUED 09/18/2009		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY FCC /Contracts and Purchasing Center 445 12th St., SW  Washington, DC 20554					6. DELIVER BY <i>(Date)</i>				
5b. FOR INFORMATION CALL <i>(No collect calls)</i>					7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>				
NAME			TELEPHONE NUMBER ( ) - ext.			9. DESTINATION			
8. TO:					a. NAME OF CONSIGNEE No Shipping Information ATTN:				
a. NAME No Vendor Information Available					b. STREET ADDRESS				
b. STREET ADDRESS					c. CITY				
d. CITY			e. STATE		f. ZIP CODE		d. STATE		e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS <i>(Date)</i>  10/06/2009					<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>									
ITEM NO. (a)	SUPPLIES/ SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
<b>SEE SCHEDULE</b>									
12. DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS
			NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	NUMBER	PERCENTAGE	
<b>NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.</b>									
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION		
a. NAME OF QUOTER					16. SIGNER		b. TELEPHONE		
b. STREET ADDRESS							AREA CODE		
c. COUNTY					a. NAME <i>(Type or print)</i>		NUMBER		
d. CITY			e. STATE		f. ZIP CODE		c. TITLE <i>(Type or print)</i>		



**Federal Communications Commission**

# **Request for Quotations**

**for**

**“FCC Sensitive Document and  
Electronic Media Destruction Services”**

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## 1. BACKGROUND

The Federal Communications Commission (FCC or Commission) is an independent federal regulatory agency. Established by the Communications Act of 1934, it is charged with regulating interstate and international communications by radio, television, wire, wireless media, satellite, and cable. Its jurisdiction covers the 50 states, the District of Columbia, and U.S. possessions and territories.

The Office of the Managing Director (OMD) of the FCC is responsible for the safety of personnel, e.g., employees, contractors, official guests and visitors as well as the protection of information and property located at the Washington, DC headquarters (HQ).

## 2. OVERVIEW

**The FCC requires the services of a contractor to provide pick up and destruction of sensitive documents and electronic media. As a regulatory agency the FCC handles proprietary, market sensitive data that includes special handling and dissemination procedures and controlled document destruction services.**

## 3. METHOD OF ACQUISITION

The FCC anticipates awarding a Firm Fixed Price Task Order under the General Services Administration (GSA) Federal Supply Classification Code Group 36 Schedule (Office, Imaging and Document Solutions), Special Item Number 51 507, Destruction Services. The FCC will conduct this acquisition utilizing Subpart 8.4 under the Federal Acquisition Regulation (FAR).

## 4. TERMS AND CONDITIONS

Any task order awarded as a result of this solicitation shall be subject to the terms and conditions of the vendor's GSA FSS Group 36 contract, which shall be incorporated by reference in the task order. The awarded task order shall also be in accordance with the FAR and FCC clauses incorporated in Section #20 of this RFQ.

## 5. NUMBER OF AWARDS

The government anticipates that one (1) award will be made from this solicitation.

## 6. PERIOD OF PERFORMANCE

The period of performance for this contract will include a base period of one (1) year with four (4) one (1) year option periods. The current anticipated date of award is September 25, 2009.

## 7. PRICING ARRANGEMENT

The Government intends to award a **Firm Fixed Price Task Order**. Offerors are to submit Attachment #2, "Pricing Schedule" as stated in section as instructed in section #17 of this PWS.

## 8. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer (CO) is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid. All irregular pick-ups must be approved by the CO prior to execution.

## 9. COMMUNICATIONS PRIOR TO AWARD

All communications shall be directed to the attention of:

MaShonda R. Smith  
Senior Contract Specialist  
FCC/Contracts & Purchasing Center  
Washington, DC 20554  
Phone: (202) 418-0933  
Fax: (202) 418-0237  
E-mail Address: [mashonda.smith@fcc.gov](mailto:mashonda.smith@fcc.gov) and/or [eProposals@fcc.gov](mailto:eProposals@fcc.gov)

Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

## 10. PREPARATION COSTS

This request does not commit the Government to pay any costs incurred in the submission of your offer, nor to contract for said services. Note also, that full, accurate, and complete information is required by this request in accordance with 18 U.S.C. § 1001 which also prescribes the penalties for making false statements.

## 11. SCOPE

The FCC's Security Operations Center (SOC) requires the services of a contractor to provide secure destruction of sensitive paper documents and electronic media on a regular basis.

The contractor shall provide services that will accomplish destruction of agency material and propose a procedural methodology (technical approach) which provides the best solution to handling proprietary market sensitive data. The contractor shall provide clear and concise destruction forms (i.e. invoices, pick-up receipts and certificates of destruction) with exact dates of service, line items for all charges and the amount of material destroyed (in units as proposed and accepted by the government). Note: Any other method to account for volume of material destroyed may be considered however the best technical approach and most cost effective process will be a key factor in determining the successful offeror.

## 12. HOURS OF OPERATION

The contractor is responsible for conducting pick-up and destruction of sensitive documents and electronic media between the hours of 08:30 AM through 3:30 PM Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

In the case of the awardee conducting off-site destruction, the hours of pick-up remain the same. All pick-up servicing must be accomplished during the specified hours of operation. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential. Failure to allow enough time to service the entire building during normal business hours will be considered a breach of contract.

### **13. PLACE OF PERFORMANCE**

All pick-up services will be conducted at the Federal Communications Commission Headquarters, Portals Building I and II, 445 12<sup>th</sup> Street, S.W. Washington, DC. 20554. The Government anticipates that all destruction work will be performed at FCC Headquarters; however, the Government will consider the feasibility of off-site destruction, if proposed. If off-site destruction is agreed upon, the address of the off-site destruction will be incorporated into the awarded contract as an official place of performance.

### **14. REQUIREMENTS**

- The contract awardee shall attend a post-award conference meeting with the Contracting Officer (CO) and Contracting Officer's Representative (COTR) at the FCC Headquarters within five days of contract award.
- The contractor shall provide lockable storage containers that will be maintained at FCC headquarters and in which staff may place documents and electronic media. The storage containers must have a slot that will allow employees to place the documents in the container while at the same time keeping the container and all documents and/or media secure.
- The contractor shall provide approximately seventy-two (72) 64-gallon containers and approximately twenty-four (24) thirty-gallon executive style containers to be placed throughout the FCC headquarters facility (in the Portals II building and the 6<sup>th</sup> floor of the Portals I building). The contractor shall also provide five (5) additional 64-gallon containers that the FCC will store on site to distribute internally as the need arises for additional bin capacity between regular servicing and one (1) thirty-gallon container for storage of electronic media. Placement of all bins will be directed by the CO and/or COTR.
- The contractor shall conduct the destruction services on-site or as otherwise proposed, provided such proposal is accepted by the Government and incorporated into the final signed contract award document.
- The contractor shall provide pick-up and destruction services once a week on a regularly scheduled basis and occasional as-needed basis (i.e. irregular pick-ups). A regular schedule shall be established with the COTR upon contract award.

**Federal Communications Commission (FCC)  
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- The contractor is responsible for retrieving/servicing all document containers at their designated locations throughout the specified FCC headquarters facility.
- The contractor shall make pick-ups between the hours of 8:30 a.m. and 3:30 p.m. Monday through Friday excluding Federal holidays.
- The contractor shall ensure that the servicing of the containers is COMPLETED by 3:30 p.m.
- The contractor shall safeguard material awaiting destruction in a manner that provides the highest level of control and accountability involved in the destruction process.
- The contractor shall achieve document destruction by using, as a minimum, a “crosscut” shred size for all paper documents and in doing so destroy the document so that there is no possibility of a compromise of information.
- The contractor shall destroy electronic media in a manner consistent with approved practices for destruction of such media and in doing so destroy the media so that there is no possibility of a compromise of information.
- The contractor shall provide the CO and/or COTR a receipt for the documents and electronic media collected for destruction. In the case of off-site destruction, the Contractor shall in addition to providing a receipt for documents collected, include the anticipated date of destruction and signature of the authorized FCC representative (CO and/or COTR) who inspected and/or acknowledged or witnessed the pick-up before leaving the FCC premises.
- The contractor shall provide to the CO and/or COTR a certificate of destruction form immediately after completing destruction. The certificate shall be completed by the contractor employee on the same day. The form should also include a description of the amount of material destroyed (both paper and electronic media in a clear and concise manner so as to confirm inspection and acceptance of future invoices. In the case of off-site destruction, the Contractor shall provide the certificate of destruction form via e-mail to the CO and/or COTR within 48 hours of destruction.

**15. DELIVERABLE SCHEDULE**

Submit Final Quality Assurance Surveillance Plan	Contractor’s QASP submitted with any revisions as adjusted to serve as the contract performance monitoring method.	Within 30 days of contract award	E-mail/ Microsoft Word	COTR and CO
Monthly Performance Q/A Reports	Quality Control Report (Detailing Quality Control Inspections, Inspection Results, Corrective Action Required and/or Performed)	On the 30 <sup>th</sup> calendar day following the period being reported	E-mail/ Microsoft Word	COTR and CO
Monthly Employee Report	List of all contractor personnel providing any/all services under the contract throughout the month.	On the 30 <sup>th</sup> calendar day following the period being reported	E-mail/ Microsoft Word	COTR and CO

Satisfactory performance of this contract shall occur upon delivery and acceptance by the CO and COTR or the duly authorized representative, of the items specified in the Delivery Schedule described above. The Contractor shall recommend the Monthly Performance Q/A Report format and submit it to the FCC for approval within thirty (30) days of the award of this contract. Once the FCC has approved

a particular report format, the Contractor shall comply with such format for the life of the contract, unless the FCC requests a format change. Contractor shall deliver the products by the dates specified above.

## 16. QUALITY CONTROL PLAN/QUALITY ASSURANCE SURVEILLANCE PLAN

The contractor shall develop and maintain an effective Quality Assurance Surveillance Plan (QASP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QASP is the means by which it measures its compliance with the requirements of this contract.

The Government shall monitor the contractor's performance under this contract in accordance with the finalized and approved Quality Assurance Surveillance Plan (QASP). The final agreed QASP will be incorporated into the contract as the Quality Control Plan (QCP) throughout the life of the contract to ensure that the contractor has performed in accordance with the contract. It defines how the Government will monitor the contractor's compliance with the performance standards in the PWS and the method(s) and frequency of surveillance.

## 17. QUOTE SUBMISSION INSTRUCTIONS

### General Submission Instructions

The FCC is issuing this solicitation for the purpose of entering into a Firm-Fixed-Price contract. The FCC will conduct this acquisition under Part 8 of the Federal Acquisition Regulation (FAR). The Government intends to make award without conducting discussions with offerors. If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. **All proposals shall be submitted to: mashonda.smith@fcc.gov. Be sure to place the following information in the subject line of your e-mail submission: "RFQ09000105 FCC Sensitive Document and Electronic Media Destruction".**

Note: It is the responsibility of each interested vendor to monitor the GSA website at: [www.gsaadvantage.gov](http://www.gsaadvantage.gov) for any updates and amendments to this solicitation. This solicitation will also be posted on the FCC website at: [www.fcc.gov/omd/contracts/pre-award](http://www.fcc.gov/omd/contracts/pre-award) for information purposes only.

All offerors shall follow the instructions hereby set forth and submit their proposals with the completed proposal cover sheets Attachments 6 and 7. Your proposal shall indicate an **acceptance period of no-less-than 90 days** from the due date for submission.

All quotations are to be submitted **via e-mail no later than 2:00 p.m. EST on October 6, 2009** to the mashonda.smith@fcc.gov. Your quotation shall be organized as specified in this document.

Quotes shall be submitted electronically in two separate e-mail attachments as described in numbers (1) and (2) below. Each of the parts must be complete in itself so that the evaluation of each part may be conducted independently, and so the technical part may be evaluated strictly on its own merit.

Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation.

A page is considered to be one side of a single sheet of “8 ½ x 11” paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the pages of no less than one inch in width.

Offerors shall limit Part I, Technical Quote to **eight (8) pages**, except for any information specifically exempted. Offerors are cautioned that if Part I of their quotation exceeds this page limitation, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.

Please ensure that your firm is CCR Certified (<http://www.ccr.gov>).

**The submission must include each of the following:**

1. Offerors Part 1 – Technical Proposal shall include:

- A **TECHNICAL APPROACH** (1-2 pages) and strategy that the offeror proposes to demonstrate knowledge and ability to provide excellent customer service that meets the requirements of this solicitation. Include your firm’s customer service experience in similar environments. The offeror must demonstrate how excellent customer service will be provided and maintained throughout contract performance.
- A **MANAGEMENT PLAN** (2-3 pages) that provides clear and concise procedures for invoicing and administrative procedures.
- a **QUALITY ASSURANCE SURVEILLANCE PLAN** (2-3 pages) that demonstrates your company’s proposed measurement/metrics to identify, prevent, and ensures customer satisfaction and any non-recurrence of defective services. The draft QASP shall be finalized within 30 days after contract award and used by the COTR to monitor contract performance throughout the life of the contract.
- Quotes must include a **SOCIO-ECONOMIC STATUS** statement (no more than one page) addressing the size status of the offeror and any subcontractors. Quotes must include supporting documentation to provide proof of small business status, if applicable. Supporting documentation is exempt from the 10 page limit. To receive additional consideration for socio-economic business status, the NAICS code for this procurement is 561210 and the size standard is TBD. **This procurement is not set aside for small businesses.** However, socio-economic business status is an evaluation factor and the FCC will evaluate the extent to which work under this contract will be performed by small businesses.

2. Offeror’s Part 2 – Price Proposal shall include:

- All offerors are to complete and submit fully loaded contract period pricing information on the pricing schedule sheets provided (attachment 2). The offeror must specify the unit price for each contract line item number (CLIN) in the Pricing Schedule (Attachment 2). Price for all options periods shall be evaluated separately. All work shall be priced as a firm-fixed price task order under the awardee’s GSA contract. Offerors are to provide fully loaded rates for irregular picks-ups for each contract period.) Prices quoted for this RFQ shall be GSA FSS Group 36 prices, or lower prices.

3. Offeror's shall complete the following attachments and include with their submission:

- |              |   |
|--------------|---|
| Attachment 1 | Reserved  |
| Attachment 2 | <b>Pricing Schedule</b> (submit with Part 2 – Price Proposal)                                   |
| Attachment 3 | <b>Past Performance Contact Information Sheet</b> (submit with Part 1 – Technical Proposal)     |
| Attachment 4 | <b>Non-Disclosure &amp; Conflict of Interest Form</b> (submit with Part 1 – Technical Proposal) |
| Attachment 5 | <b>FCC Quote Coversheets</b> (submit with Part 1 – Technical Proposal)                          |

## 18. EVALUATION AND BASIS FOR AWARD

The Government will evaluate each offeror's proposal using the evaluation criteria listed below. Award will be made to the offeror whose proposal represents the best value to the Government, price and other factors considered. Non-cost evaluation factors (i.e., technical capability and past performance) when combined are significantly more important than price. If offerors' technical proposals are determined to be relatively equal with respect to all non-price evaluation factors, price will become the determining factor in the award decision. Offerors are encouraged to offer the Government a sound technical proposal supported by competitive pricing. **Note: Factors are listed in descending order of importance.**

### EVALUATION FACTORS FOR AWARD

**Factor 1: Technical Approach/Management Plan/Draft QASP (60 Points)**

The degree that the technical approach, management plan and draft QASP demonstrates the offeror's ability to fulfill the contract requirement.

**Factor 2: Small Business Status (40 Points)**

The North American Industrial Classification System (NAICS) code for this acquisition is 561210 - Facilities Support Services. The small business size standard is \$35.5M.

In support of the FCC to attain socio-economic goals established by the SBA, this RFQ is targeted for small business concerns, hence, all offerors responding to this RFQ shall be evaluated for potential award based on verification of socio-economic status indicated in their representation and certification that their firm does hold a type of small business status as defined by the SBA. Companies with small business status performing no less than 51% of the work and receiving no less than 51% of the funds from the resultant contract will receive 40 evaluation points upon validation.

**Factor 3: Past Performance (Risk Assessment)**

Submit 3-5 references including: company name, contact person, phone number, and e-mail address. References may be contacted by the technical evaluation team.

**Factor 4: Price (Points N/A)**

The Government will evaluate price by adding the total price for all options to the total price for the base period, including an estimated total price for additional services based on the estimated quantity of such services."

## 19. ATTACHMENTS TO THE RFQ

Attachment 1 Reserved

Attachment 2 **Pricing Schedule** (submit with Part 2 – Price Proposal)

Attachment 3	<b>Past Performance Contact Information Sheet</b> (submit with Part 1 – Technical Proposal)
Attachment 4	<b>Non-Disclosure Form</b> (submit with Part 1 – Technical Proposal)
Attachment 5	<b>Conflict of Interest Form</b> (submit with Part 1 – Technical Proposal)
Attachment 6	<b>FCC Quote Coversheets</b> (submit with Part 1 – Technical Proposal)

## 20. FAR AND FCC CONTRACT CLAUSES

### **FAR 52.217-5 Evaluation of Options (JUL 1990)**

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

(End of clause)

### **FAR 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

### **FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months from date of award.

(End of clause)

## 1. FCC SUITABILITY AND SECURITY PROCESSING

### 1.1 General

(a) All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal Employment* ([http://www.opm.gov/forms/pdf\\_fill/of0306.pdf](http://www.opm.gov/forms/pdf_fill/of0306.pdf)) or a written waiver from the FCC Security Operations Center (SOC).

(b) Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202- 418-7884). The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the contractor during the same business day that the determination is made.**

(c) If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

(d) Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

### 1.2 At Time of Contract Award

(a) The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

(b) In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract (See Appendix

No. 3, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.

(c) The Contracting Officer's Technical Representative (COTR) shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

(d) The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contract personnel who have received a favorable adjudication so they may receive their permanent access credential.

### **1.3 Identity Proofing, Registration and Checkout Requirements**

#### **1.3.1 Locator and Information Services Tracking (LIST) Registration**

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contract employee personnel, regardless of work location.

The contract employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

#### **1.3.2 Intake Processing**

(a) Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contract personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.

(b) All new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

- U.S. Passport (unexpired or expired)
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- School ID
- Voter's registration card
- U.S. Military card
- Military dependent's ID card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal document
- U.S. Social Security card

Certification of Birth Abroad, (Form FS-545 or Form DS-1350)  
Original or certified copy of a birth certificate, bearing an official seal

(c) After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

(d) At this time the contract employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

(e) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a pro-rated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

### **1.3.3. Monthly Contractor Personnel Reports**

The monthly report verifying contract personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

(a) The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the contract name and FCC number, and shall list all the contract employees working at the FCC in the immediately previous month.

(b) The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.

(c) The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the Contract Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.

(d) No later than the 15<sup>th</sup> of each month, the SOC will notify the Contract Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.

(e) The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

#### **1.3.4 Checkout Processing:**

(a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract Personnel Record.

(b) This process verifies the access badge has been returned to the SOC by the contract personnel.

(c) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.

(d) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.

(e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the contract employee's departure from the FCC.

## **2. PAYMENT SCHEDULE AND INVOICE SUBMISSION**

- (1) Payment of the contract price will be made on a monthly basis and upon completion and acceptance of all work
  - (A) Unless otherwise specified in the contract, payments under this contract will be made on the 30<sup>th</sup> calendar day
  - (B) The date of actual receipt of a proper invoice is the 10<sup>th</sup> day of every month throughout the period of performance.
  - (C) The date tasks are formally accepted by the Government.
  - (D) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (1 and 2) apply to the properly resubmitted document.

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- (E) To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26 or Block 21 of the SF-33). The invoice shall contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

\_\_\_\_\_  
Contractor's Signature

- (F) The Commission will return all improper invoices without action.

**(2) Invoices may be submitted via email to: [FO-Einvoices@fcc.gov](mailto:FO-Einvoices@fcc.gov) . In addition, copies of the emailed invoices shall also be sent to the CO and COTR.**

(A) To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (B) Name of the business concern, invoice number and invoice date;
- (C) Contract number, or authorization for delivery of property or performance of services;
- (D) Description, price, and quantity of property and services actually delivered or rendered;
- (E) Shipping and payment terms;
- (F) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- (G) Other substantiating documentation or information as required by the contract.

If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above (i and ii) shall apply to the properly resubmitted document.

**(End of clause)**

**3. PLACE OF PERFORMANCE--SERVICES**

The services specified by this contract shall be performed at the following location(s): FCC Headquarters located at 445 12<sup>th</sup> Street, SW., Portals I and II, Washington, D.C. 20554 and as proposed and accepted by the government (if applicable).

**4. KEY PERSONNEL**

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to making any change to the key personnel, the Contractor shall submit a request for

the change to the Contracting Officer reasonably in advance and shall submit justification (including the name, resume, and explanation of the qualifications of the proposed substitution) in sufficient detail to permit the Contracting Officer to review and evaluate the request. No changes to key personnel may be made by the Contractor without the written consent of the Contracting Officer. Upon the mutual agreement of both parties, the schedule below may be amended during the course of the contract to either add or delete key personnel, as appropriate.

The following individuals are designated as key personnel under this contract:

Name	Position/Title	Phone	E-mail

**5. CONFIDENTIALITY**

- 5.1 The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively “the Contractor”), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor’s organization, except as to those individuals: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the Contracting Officer. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants, representatives and, if any, other individuals it has identified as having a "need to know,” and obtain the Contracting Officer’s written consent to exchange confidential/proprietary information with them. **The Non-Disclosure Agreement** (RFQ Attachment 4) must be executed by all affected individuals before the dissemination of any such information. It is understood that the FCC is procuring its requirements from the Contractor under the explicit condition that it ensure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contracting Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.
  
- 5.2 All reports, information, discussions, procedures, and any other data that is collected, generated or results from the performance of this contract is considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner

outside the performance of this contract without the prior written approval of the FCC. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

- 5.3 The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.
- 5.4 The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work.

## **6. CONFLICT OF INTEREST**

1. The Contractor is required to provide high quality service to the Commission that is free from bias, and personal and organizational conflicts of interest, including the appearance of impropriety. *See generally* FAR 3.101-1 and FAR Subpart 9.5. At all times, the Contractor must exercise organizational independence to ensure its ability to objectively support the FCC's programs and activities. For purposes of this clause, "Contractor" includes any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Contractor. The term "organizational conflict of interest" means that a relationship exists whereby a contractor (including its executives, directors, proposed subcontractors and consultants) has interests which may: (1) diminish its capacity to give impartial or objective assistance and/or advice to the Government or impair the contractor's ability to perform the contract work objectively; or (2) result in an unfair competitive advantage. *See* FAR 9.505. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
2. The Contractor is required to take all reasonable measures to monitor the existence of actual or potential conflicts of interest, or the appearance of such conflicts, throughout the contract term, which includes all exercised option periods and any other extensions of the contract. If the Contractor discovers an actual or potential conflict of interest, or facts that give rise to the appearance of a conflict, at any time during the contract term, it shall (1) make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict in sufficient detail so that the FCC can determine the existence and extent of the conflict; and (2) describe the actions that the Contractor has taken or proposes to take to avoid, neutralize, or mitigate the conflict.
3. The Contracting Officer shall determine whether the actions taken or proposed by the Contractor are sufficient to avoid, neutralize, or mitigate the conflict, and whether any additional actions are necessary. The Contracting Officer shall provide the contractor with written instructions concerning the actions that must be taken by the Contractor to avoid,

neutralize, or mitigate the conflict. The FCC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

4. In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, the FCC may terminate this contract for default.
5. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential conflicts of interest at the time of or after award, the FCC may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
6. The Contractor agrees to insert in each subcontract related to this contract a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

## **7. LIMITATION OF GOVERNMENT'S OBLIGATION**

1. This contract is incrementally funded. Of the total price for this contract, only the amount stated in the contract award document or subsequent modifications is presently available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under this contract by subsequent contract modifications until the contract is fully funded. The contemplated funding schedule is set forth in paragraph (j) of this clause.
2. The Contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government, including any amounts payable by the Government in the event of termination for convenience, approximates but does not exceed the total amount obligated pursuant to this clause. The Contractor is not authorized to continue work beyond that point. The Government's legal liability under this contract, inclusive of any amounts payable pursuant to the "Termination for the Government's convenience" clause (FAR 52.212-4(I)), is limited to the amount obligated pursuant to this clause. Any costs expended or incurred beyond the Government's limitation of obligation are solely at the Contractor's risk.
3. The Contractor shall notify the Contracting Officer by e-mail at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount paid and payable by the Government, including any amounts payable by the Government in the event of termination for convenience, will approximate 80 percent of the total amount then obligated to the contract pursuant to this clause. The Contractor's notification shall state: (1) the estimated date when that point will be reached; and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the next scheduled date for obligation of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date.
4. When additional funds are obligated for continued performance of the contract, the contract will be modified to state the revised total of funds obligated to the contract and to indicate the period of contract performance which will be covered by the obligated funds. The provisions

of paragraph (b) through (d) of this clause shall apply to the revised total of obligated funds and any agreed substitute date.

5. If, solely by reason of failure of the Government to obligate additional funds in amounts sufficient for the timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of work under this contract, and if additional funds are obligated to the contract, an equitable adjustment may be made to the price, time of delivery, or both.
6. Once a contract period (base period or option period) is fully funded, this clause shall become inoperative for the remainder of that contract period, except with regard to rights or obligations concerning equitable adjustments negotiated under paragraph (e) of this clause. This paragraph shall not preclude operation of the clause in any subsequent option period that is incrementally funded.
7. Nothing in this clause shall affect the Government's right to terminate the contract for convenience or cause, pursuant to "Termination for the Government's convenience" or "Termination for cause" clauses (FAR 52.212-4(l) and (m), respectively).
8. Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.
  - a. The terms of this clause shall apply to each option period of the contract that is exercised and incrementally funded.

**8. OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF FCC FACILITIES**

(a)(1) The Federal Communications Commission observes the following days as holidays:

- New Years Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

as well as any other day designated by Federal law, Executive Order or Presidential Proclamation.

(2) Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) FCC may close a FCC facility for all or a portion of a business day as a result of –

- (i) Granting administrative leave to non-essential FCC employees (e.g.

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- unanticipated holidays);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Or any other reason.

**(End of clause)**

**END OF SOLICITATION**

**Federal Communications Commission**

**Attachment 2**

**PRICING SCHEDULE**

The FCC intends to award a **Firm Fixed Price** task order for a base year and four (4) one-year option periods. The services specified by this contract shall be performed at the following locations: FCC Headquarters, 445 12<sup>th</sup> Street, SW, Washington, DC 20554, Portals I and II.

The Government shall pay the Contractor for accepted services in accordance with the schedule below. For each period of performance, the Contractor shall indicate both the unit price and, where applicable, the extended annual total price. The unit price shall include **all** costs/fees (such as fuel surcharge, pick-up, bin or storage container rental fees, etc.). The Government requires 52 weekly pick-ups per period. In addition, irregular pick-ups may be required on an infrequent basis as needed. All irregular pick-ups must be approved by the Contract Officer prior to execution. All pick-ups (regular and irregular) are to be invoiced under the appropriate Contract Line Item Number.

**Regular Annual Pick-Up Services**

<b>Item No.</b>	<b>Services Description</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Annual Total Price</b>
0001	Base Period – 52 Weekly Pick-Ups	52 Pick-Ups	\$ _____	\$ _____
0002	Option Period 1 - 52 Weekly Pick-Ups	52 Pick-Ups	\$ _____	\$ _____
0003	Option Period 2 - 52 Weekly Pick-Ups	52 Pick-Ups	\$ _____	\$ _____
0004	Option Period 3 - 52 Weekly Pick-Ups	52 Pick-Ups	\$ _____	\$ _____
0005	Option Period 4 - 52 Weekly Pick-Ups	52 Pick-Ups	\$ _____	\$ _____

**Irregular Annual Pick-Up Services**

<b>Item No.</b>	<b>Services Description</b>	<b>Per Pick-Up</b>	<b>Unit Price</b>	<b>Total Price Per (Irregular) Pick-Up</b>
0001A	Base Period – Irregular Pick-Up Service	1	\$ _____	\$ _____
0002A	Base Period – Irregular Pick-Up Service	1	\$ _____	\$ _____
0003A	Base Period – Irregular Pick-Up Service	1	\$ _____	\$ _____
0004A	Base Period – Irregular Pick-Up Service	1	\$ _____	\$ _____
0005A	Base Period – Irregular Pick-Up Service	1	\$ _____	\$ _____

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Attachment 3

PAST PERFORMANCE CONTACT INFORMATION SHEET

**Offeror Information:**

Name of Offeror Providing Services: \_\_\_\_\_

Address: \_\_\_\_\_

**Past Performance Reference Information:**

Name of Company/Organization Receiving Services: \_\_\_\_\_

Point-of-Contact (i.e., Contracting Officer; COTR; Business Manager; etc)

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**Contract Information:**

Contract Number: \_\_\_\_\_ Dollar Value (Annual): \_\_\_\_\_

Performance Period: \_\_\_\_\_ Performance Location: \_\_\_\_\_

Type of Contract (Check all that apply):

Fixed Price \_\_\_\_\_ Cost Reimbursement \_\_\_\_\_ Other (specify) \_\_\_\_\_

Negotiated \_\_\_\_\_ Sealed Bid \_\_\_\_\_ Competitive \_\_\_\_\_ Non-Competitive \_\_\_\_\_

Basis of Payment:

Labor/Equipment Hours \_\_\_\_\_ Other (specify) \_\_\_\_\_

Type & Extent of Subcontracting: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Communications Commission

Attachment 4

NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, as an employee/subcontractor/consultant/representative of \_\_\_\_\_ (Contractor), operating under the terms and conditions of Contract No. \_\_\_\_\_ with the Federal Communications Commission (FCC), understand that during the course of performing duties relating to such contract or subcontract, I may be furnished or provided access to non-public information that is the property of, submitted for review or evaluation by, or collected or results from the performance of the contract between \_\_\_\_\_ (Contractor) and the FCC, and that such confidential/proprietary information shall be used only as directed.

I certify that I will not disclose any non-public information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the FCC to receive such information and who have executed the same or similar Non-Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

CONFLICT OF INTEREST

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract.

Signature Printed Name Date

Title Company

Address Phone E-mail

Key Personnel: Yes No

**Federal Communications Commission**

**Attachment 5**

**Part I: Technical Quote Cover Page**

**(To be placed on the top page of the technical portion of your offer)**

**Company Name:**

**Company Representative for GSA Orders:**

**Contact Phone:**

**Contact E-mail:**

**Payment Terms:**

**GSA Schedule Number and expiration date:**

**Please check business size: ( ) Large ( ) Small ( ) Minority ( ) Women-owned**

**TIN or SSN:**

**DUNS #:**

**NAICs Code:**

**Complete Mailing Address:**

**Other Pertinent Information:**

**Offer Acceptance Period (no less than 90 days from due date of quote):**

**Name and Title of Person Authorized to Sign Offer:**

**Signature:**

**Date:**

**Federal Communications Commission**

**Attachment 5**

**Part 2: Price Quote Cover Page**

**(To be placed on the top page of the price portion of your offer)**

**Company Name:**

**Company Representative for GSA Orders:**

**Contact Phone:**

**Contact E-mail:**

**Payment Terms:**

**GSA Schedule Number and expiration date:**

**Please check business size: ( ) Large ( ) Small ( ) Minority ( ) Women-owned**

**TIN or SSN:**

**DUNS #:**

**NAICs Code:**

**Complete Mailing Address:**

**Other Pertinent Information:**

**Offer Acceptance Period (no less than 90 days from due date of quote):**

**Name and Title of Person Authorized to Sign Offer:**

**Signature:**

**Date:**