

**Shredding Service**  
RFQ: DJJ-17-R-0002  
July 13, 2017

**STATEMENT OF WORK**  
**USAO-NDOK**

**1.0 SCOPE OF WORK.**

The United States Attorney's Office (USAO) for the Northern District of Oklahoma is soliciting open market quotes from qualified contractors to provide storage bins and onsite shredding services in our Tulsa Oklahoma Office, at 110 w. 7<sup>th</sup> Street, Suite 300. Floors 3, 4 and 5. Second possible location is 224 South Boulder Avenue. This order shall be a base year with 3 option years.

Beginning October 1 2017 ,September 30, 2018 (base year)

Option Year 1; October 1, 2018 to September 30, 2019.

Option Year 2; October 1, 2019 to September 30, 2020

Option Year 3; October 1, 2020 to September 30, 2021

**1.2 STATEMENT OF WORK**

Contractor shall provide secured shredding storage bins and conduct onsite shredding services for the United States Attorney's Office, Northern District of Oklahoma. Shredding documentation shall include, but not limited to, paper, folders, books and pamphlets. Contractor shall collect and shred highly sensitive documents onsite at the location (s) listed above. The Boulder courthouse will be only on special occasions, but only if requested. Contractor shall collect and shred documents for the offices **every two (2) weeks**. Shredding will be done during business hours and business days as listed below. Days of shredding will be the same every two (2) weeks unless the contractor calls 24 hrs in advance to schedule another day and the contracting officer approves the change. Contractor will work with Contracting Officer to determine the day of the week pickup will occur.

Shredding shall be done during normal business hours, 8:30 AM to 5:00 PM Central Time, Monday thru Friday, excluding federal holidays or as ordered by the Contracting Officer. Shredding done outside of the normal business hours and/or ordered up and above the schedule must be approved by the Contracting Officer.

**BIN REQUIREMENTS.** Contractor shall provide 12 locking storage bins for the Tulsa office. Five (5) bins that can hold approximately 65 gallons of volume of paper, and seven (7) console type containers capable of holding 20-30 gallons of volume of paper. Upon award and/or delivery, the contractor shall provide a master key to the Contracting Officer to unlock the bins. Contractor shall address the size and specifications of the bins to be provided under contract.

On occasions, contractor shall shred documents placed in boxes and not necessarily in the bins. Contractor shall address any concerns with additional shredding provided in boxes. This will include if there are any additional charges for the boxes.

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**SHREDDING SPECIFICATIONS.**

**Sensitive Document Shredding.**

- Sensitive documents shall be shredded crosscut, to a maximum acceptable particle size of 3/8 inch by 1/2 inch in size (Minimum Requirement. Strip shredding is unacceptable). this is also called DIN (Deutsches Institut für Normung eV ) level 4 or equal standard. Must be defined in the quote.
- **Contractor shall address its shredding specifications capabilities with their proposal and identify if it can meet or exceed the standards listed above.**
- Sensitive documents shall be shredded in accordance with the schedule listed in paragraph 1.3. Contractor shall address its ability to meet or exceed shredding specifications.

**ESCORTING & ACCESS.** The United States Attorney's Office personnel shall escort contractor personnel during collection of the bins. United States Attorney personnel shall witness the shredding of the documents onsite. All documents must be shredded on site. **No documents shall be removed or shredded off-site.**

**PRICING & DISCLOSURES.** Pricing shall be in accordance with open market quotes. Contractor shall submit a proposal identifying individual costs, such as storage bins, trip charges, etc. Contractor shall disclose all fees and capabilities to include, but not limited to the following.

- On-site shredding fee (if applicable)
- Fee for each bin provided (please include size and weight capacity) (if applicable).
- Shredding fee charged for each bin to be shredded onsite (if applicable).
- Shredding fee per pound for onsite shredding - Please specify all rates, including of destructing plastic media. (if applicable)
- Shredding Flat Rate Fee(s) per onsite visit (if applicable)
- Shredding Fee per minute - Please specify the different rates if your company has the capabilities to shred
- Standard paper shredding fee meeting or exceeding shredding specifications listed above. (if applicable)
- Plastic media capabilities to include, but not limited to computer CDs, DVDs, video and audio tapes. (if applicable/capable)
- Contractor shall disclose the condition of the documents to be accepted for shredding. (i.e. having to remove paper clips, staples, binders, etc. before being able to shred documents).

**SPECIAL SHREDDING.** Provide pricing for the scheduling of any special shredding that may be required outside of the every two week scheduled pickup and shredding. Pricing quotes will include the above in "Pricing & Disclosures" to include any special requirements such size for boxes or other containers.

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**1.3 Pricing Schedule.**

**Base year**

CLIN	Description	Unit	Amount	Cost Per Bin	X 26 pickups	Total
0001	Shredding	65 Gal Approx	5			
0002	Shredding	Console	7			
0003	Special Shred	LOT	As Needed			500.00
0004	Other Costs	LOT				
Estimated Cost-Base Year						

**Option Year One**

CLIN	Description	Unit	Amount	Cost Per Bin		Total
0001	Shredding	65 Gal Approx	5			
0002	Shredding	Console	7			
0003	Special Shred	LOT	As Needed			500.00
0004	Other Costs	LOT				
Estimated Cost-Base Year						

**Option Year Two**

CLIN	Description	Unit	Amount	Cost Per Bin		Total
0001	Shredding	65 Gal Approx	5			
0002	Shredding	Console	7			
0003	Special Shred	LOT	As Needed			500.00
0004	Other Costs	LOT				
Estimated Cost-Base Year						

**Option Year Three**

CLIN	Description	Unit	Amount	Cost Per Bin		Total
0001	Shredding	65 Gal Approx	5			
0002	Shredding	Console	7			
0003	Special Shred	LOT	As Needed			500.00
0004	Other Costs	LOT				
Estimated Cost-Base Year						

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**1.4 Period of Performance.**

**BASE Year:** October 1, 2017 to September 30, 2018

**OPTION Year 1 (If exercised):** October 1, 2018 to September 30, 2019

**OPTION Year 2 (if exercised):** October 1, 2019 to September 30, 2020

**OPTION Year 3 (if exercised):** October 1, 2020 to September 30, 2021

**1.5 ESTIMATED WORKLOAD.**

Tulsa Office: 3-4 Filled 65 gallon containers (approximately)

Special Shredding: 2-3 times a year.

**1.6 FUNDING.** This order shall be subject to FAR 52.213-3 Notice to Supplier (Apr 1984).

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

**1.7 Inspection and Acceptance.** Inspection and acceptance shall be at destination unless otherwise provided. Until delivery and acceptance and after any rejection, risk of loss shall be on the contractor unless loss results from negligence of the Government.

**1.8 Invoicing Requirement.** Invoicing shall be done monthly in arrears. Contractor shall prepare an invoice and submit it to the address listed below. To constitute a proper invoice, the invoice must contain the following information: (a) The name and Taxpayer Identification Number (TIN) of the business entity or individual (if the individual has no TIN, the Social Security Number may be used); (b) The date of the invoice; (c) A description, itemization and price for all services rendered; (d) The date or the period of time over which the services were rendered; and (e) The name, telephone number and complete mailing address of the responsible official to whom payment is sent.

**1.8.1 Payment Method** - Payment shall be done by Electronic Funds Transfer (EFT). The Government reserves the right to make payments to the contractor via EFT in accordance with FAR clause 52.232-34, incorporated by reference into this RFQ. If payment is to be made via EFT, the contractor shall be required to complete and EFT Enrollment Form upon award and acceptance of this delivery order.

**1.8.2 Interest on Overdue Payments.** (i) The Prompt Payment Act, Public Law 99-177 (96 Stat. 85, 31 U.S.C. 1801, as amended) is applicable to payments under this Delivery order and requires the payment of interest on overdue payments and improperly taken discounts, Determination of interest due shall be made in accordance with the Provisions of the Prompt Payment Act.

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**1.8.3 Payment Inquiries.** All follow-up invoices shall be marked “Duplicate of Original” contractor questions regarding payment information or check identification should be directed to the U.S. Attorney’s Office, Budget Officer, at (918) 382-2700

**1.9 Use of Taxpayer Identification Number.** In accordance with the requirements of the Debt Collection Act of 1996, Public Law 104-134, it is the intent of the Department of Justice to use your Taxpayer Identification Number for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Government.

**1.10 System for Award Management (SAM).** Prior to award of this Delivery Order, the prospective contractor shall be required to obtain a Data Universal Number System (DUNS) number assigned by Dun and Bradstreet and then complete the Government’s registration in the System for Award Management (SAM) data base. Contractors registered in SAM must have a valid and current registration on file before this Delivery Order can be awarded. Failure to obtain a current registration in SAM could disqualify the contractor from consideration of this award.

- Dun & Bradstreet Link: [http://mycredit.dnb.com/establish-your-business/?refcd&tsacr&utm\\_source=google&utm\\_medium=cpc&gclid=CIDcg\\_GTgbwCFdBP4AodsmsAAA&gclid=ds](http://mycredit.dnb.com/establish-your-business/?refcd&tsacr&utm_source=google&utm_medium=cpc&gclid=CIDcg_GTgbwCFdBP4AodsmsAAA&gclid=ds)
- SAM Link: <https://www.sam.gov/portal/public/SAM/#1>

**1.11 Effective Date of Communications/Signatures sent by Facsimile** – The parties agree that for purposes of this Delivery Order and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission shall be considered as enforceable and valid as original signature by the party signing. The effective date of communication between the parties shall be determined as follows:

- 1.11.1.** Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) shall be effective as of the date sent;
- 1.12.2.** Communications sent via facsimile shall be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.
- 1.13.3.** Communications sent via email shall be considered effective as of the date sent on the email.

**1.12** Technical questions concerning this acquisition shall be submitted in writing and e-mailed to the Contracting Officer’s address provided **no later than September 11,** Technical telephonic questions shall not be accepted. All answers shall be provided in an amendment to the solicitation. However, general questions regarding this Request for Quotation maybe submitted to the contracting officer via telephone. The point of contact

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for this requirement is George E. Como, Contracting Officer at 918-382-2731, email: [george.como@usdoj.gov](mailto:george.como@usdoj.gov)

## **2.0 ORDER ADMINISTRATION, INVOICING AND PAYMENT**

### **2.1 Contracting Officer –**

The Contracting Officer for this award is:  
George E. Como  
U.S. Attorney's Office Northern District of Oklahoma  
110 West 7<sup>th</sup> Street, Suite 300  
Tulsa OK 74119  
Telephone: (918) 382-2731  
Fax: (918) 560-7938  
E-mail: [george.como@usdoj.gov](mailto:george.como@usdoj.gov)

The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the delivery order.

Any actions taken by the contractor outside the terms and conditions of this delivery order shall be deemed to have been at the contractor's convenience and therefore shall not obligate the Government to pay the contractor for those efforts.

### **2.2 On-site Point of Contact (POC):**

The POC for this award is:  
George E. Como  
U.S. Attorney's Office Northern District of Oklahoma  
110 West 7<sup>th</sup> Street, Suite 300  
Tulsa OK 74119  
Telephone: (918) 382-2731  
Fax: (918) 560-7938  
E-mail: [george.como@usdoj.gov](mailto:george.como@usdoj.gov)

### **2.3 Invoice Instructions –**

#### **2.3.1 Invoices shall be submitted to:**

George E. Como

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U.S. Attorney's Office Northern District of Oklahoma  
110 West 7<sup>th</sup> Street, Suite 300  
E-mail: [george.como@usdoj.gov](mailto:george.como@usdoj.gov)

**2.3.2 Prompt Payment Act** - In accordance with the Federal Prompt Payment Act, the U.S. Attorney's Office is authorized 30 days from the date on which a complete, correct invoice is received to make payment.

**2.3.3 Invoices** shall be submitted with the following information:

- Tax Identification Number
- Contractor's Mailing Address
- Telephone Number
- Date of Invoice
- Invoice Number
- Purchase Order Number
- Total Invoice Amount

**2.3.4. Invoices** that are not properly submitted, or that contain incorrect data, shall be returned for revision.

### **3.0 Proposals & Evaluation Criteria**

**All proposals shall be submitted to the Contracting Officer listed in paragraph 2.1 NLT 5:00 pm Central time, August 11, 2016**

The Government shall award a Delivery Order resulting from this solicitation to the responsible contractor whose offer conforming to the solicitation shall be most advantageous to the Government, price and other factors considered. Contractor shall submit a proposal addressing the requirements listed in paragraph 1.2 to 1.6.

The following factors shall be used to evaluate offers:

The Government shall award a delivery order resulting from this Request for Quotation (RFQ) to the responsible contractor whose offer conforms to the RFQ and is the "Best Value" to the Government. The following factors in descending order of importance shall be used to evaluate offers:

1. Contractors ability to meet the requirements of this delivery order.
2. Price

### **4.0 Commercial Agreement**

The Government does not intend to sign a commercial agreement. The Delivery Orders, along with the applicable Federal Acquisition Regulation clauses under the GSA contract, are binding

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and legally sufficient to protect both parties. Acceptance of any commercial agreement requires the Government's legal review and negotiations and thus shall cause undue administrative delay.



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**Provisions and Clauses**

**PROVISIONS**

FAR 52.202-1 Definitions  
FAR 52.203-5 Covenant Against Contingent Fees.  
FAR 52.203-6 Restrictions on Subcontractor Sales to the Government  
FAR 52.203-7 Anti-Kickback Procedures

**CLAUSES:**

FAR 52.252-2           Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting. Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> and <http://farsite.hill.af.mil/vffar1.htm>  
(End of Clause)

FAR 52.203-13,       Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

FAR 52.203-17       Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (Apr 2014)

FAR 52.204-7       Central Contractor Registration (Feb 2012) - in all orders unless an exception applies as listed in FAR 4.1102(a).

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FAR 52.204-19	Incorporation by Reference of Representations and Certifications
FAR 52.212-1	Instructions to Offerors-Commercial Items. (Apr 2014)
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)
FAR 52.216-24	Limitation of Government Liability.(Apr 1984)
FAR 52.216-25	Contract Definitization. (Oct 2010)
FAR 52.217-9	Option to Extend the Term of the Contract. 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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years

FAR 52.222-3,	Convict Labor (June 2003) (E.O. 11755).
FAR 52.222-19,	Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
FAR 52.222-21,	Prohibition of Segregated Facilities (Feb 1999).
FAR 52.222-26,	Equal Opportunity (Mar 2007) (E.O. 11246).
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.223-6	Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, <u>except</u> - actions under the <i>simplified acquisition threshold</i> (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations.

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FAR 52.223-18,	Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (Dec 2012)
FAR 52.232-18	Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.
FAR 52.232-23	Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims.
FAR 52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 04)
FAR 52.242-15	Stop Work Order (AUG 89)
FAR 52.246-1	Contractor Inspection (APR 84)
FAR 52.247-35	F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises.
FAR 52.249-1	Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

**LOCAL CLAUSES**

**Continuing Contract Performance During a Pandemic Influenza or other National Emergency (October 2007)**

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the

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Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

Establish communication processes to notify employees of activation of this plan.

Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.

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Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.