

## **CONTINUATION OF STANDARD FORM 18**

The following addenda are hereby made to the numbered blocks appearing on Standard Form 18.

### **BLOCKS 11 a. THROUGH f. – SCHEDULE/PRICES**

#### **1.0 SCOPE OF WORK.**

The United States Attorney's Office (USAO) for the Eastern District of Kentucky is soliciting quotes from qualified Contractors to provide storage bins and onsite shredding services in our Lexington, London and Fort Mitchell, Kentucky Offices, located in paragraph 1.3. This order shall be awarded as a base year, with three-one year options for a period not to exceed 48 months from the date of initial award. Contractors wishing to submit a proposal must meet all of the requirements listed in the Request for Quotation.

#### **1.2 STATEMENT OF WORK**

Contractor shall provide secured shredding storage bins and conduct onsite shredding services for the United States Attorney's Office Eastern District of Kentucky. Shredding documentation shall include, but not limited to, paper, folders, books and pamphlets. Contractor shall collect and shred highly sensitive documents onsite at the three locations listed in paragraph 1.3. Contractor shall collect and shred documents for the Lexington, London, and Fort Mitchell offices as scheduled in paragraph 1.5. Shredding for the Lexington shall be done monthly and the London and Fort Mitchell Offices shall be done every other month, on a designated date, between the business days and hours listed below. Scheduled dates shall be included as part of the Delivery Order and shall only be changed with the approval of the Contracting Officer.

Contractor shall notify the Point of Contact for the respective sites at least 24 hours prior to the scheduled date to schedule an appointment time. Shredding shall be done during normal business hours, 8:00 AM to 5:00 PM EST, 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 24 locking storage bins for the Lexington office, 6 locking storage bins for the London office, and 4 locking storage bins for the Fort Mitchell office. Bins shall be capable of holding between 100 to 150 lbs of paper. Upon award

and/or delivery, the contractor shall provide 5 master keys, 2 master keys each (London and Fort Mitchell) 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.

### **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). **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 1.5 for the Lexington, London and Fort Mitchell, Kentucky offices. 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.** 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. Fees shall be quoted for Base Year, Option Year 1, Option Year 2 and Option Year 3.

- 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 (if applicable)
  - 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).

**1.3 Location:** United States Attorney's Office Eastern District of Kentucky  
(Lexington Office)  
260 West Vine Street Suite 300  
Lexington, KY 40507

United States Attorney's Office Eastern District of Kentucky  
(London Branch Office)  
601 Meyers Baker Road  
London, KY 40741-3035

United States Attorney's Office Eastern District of Kentucky  
(Fort Mitchell Branch Office)  
207 Grandview Drive, Suite 400  
Ft. Mitchell KY 41017-2762

**1.4 Secure Shredding Bin Requirements:**

- (A) 24 storage bins for the Lexington Office.
- (B) 6 storage bins for the London Office.
- (C) 4 storage bins for the Ft. Mitchell Office

**1.5 Schedule. Contractor shall provide the dates collection and shredding shall occur with their proposal.** Dates listed are negotiable. Shredding shall be at the same interval for the base year and option year 1, 2 and 3 as exercised. Contractor shall provide the dates of service for the base year with proposal.

(A) **Lexington, Kentucky Office.** Shredding shall be done **monthly** for the base year and will be scheduled at the same interval for Option Year 1, 2 & 3.

**Shredding Dates for Base Year**

Tuesday	November 8, 2016	Lexington
Tuesday	December 13, 2016	Lexington
Tuesday	January 10, 2017	Lexington
Tuesday	February 14, 2017	Lexington
Tuesday	March 14, 2017	Lexington
Tuesday	April 11, 2017	Lexington
Tuesday	May 9, 2017	Lexington
Tuesday	June 13, 2017	Lexington
Tuesday	July 11, 2017	Lexington
Tuesday	August 8, 2017	Lexington
Tuesday	September 12, 2017	Lexington
Tuesday	October 10, 2017	Lexington

**London, Kentucky Office.** Shredding shall be done **every other moth** for the base year and will be scheduled at the same interval for Option Year 1, 2, and 3.

**Shredding Dates for Base Year**

<b>TBD</b>	December 2016	London
<b>TBD</b>	February 2017	London
<b>TBD</b>	April 2017	London
<b>TBD</b>	June 2017	London
<b>TBD</b>	August 2017	London
<b>TBD</b>	November 2017	London

(C) **Fort Mitchell, Kentucky Office.** Shredding shall be done every other month for the base year and will be scheduled at the same interval for Option Year 1, 2, and 3.

**Shredding Dates for Base Year**

<b>TBD</b>	December 2016	Fort Mitchell
<b>TBD</b>	February 2017	Fort Mitchell
<b>TBD</b>	April 2017	Fort Mitchell
<b>TBD</b>	June 2017	Fort Mitchell
<b>TBD</b>	August 2017	Fort Mitchell
<b>TBD</b>	November 2017	Fort Mitchell

**1.6 Base Year Period of Performance.** The performance period for this contract shall be from: November 1, 2016 to October 31, 2017.

**1.7 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.

(FAR 52.213-3, Notice to Supplier (Apr 1984). This order shall be issued on a not to exceed basis. The contractor agrees to use their best effort to complete performance within the "not to exceed" figures listed in block 17, Schedule, of the Order for Supplies or Services issued. The contractor shall notify the contracting officer, promptly in writing, whenever it has reason to believe that costs incurred shall exceed 75% of the cumulative NTE amount provide in the schedule.)

**1.8 OPTIONS.** This Delivery Order shall be awarded as a base year, with three-one year options as described below. The Government may extend this delivery order under the provisions listed in FAR Clause 52.217-9, Option to Extend the Term of the Contract (Mar 2000). This order may be extended yearly, for a period not to exceed 36 months from the date of initial award. Contractor shall price base year and individual option years when submitting proposal.

- November 1, 2016 to October 31, 2017 (Base Year)
- November 1, 2017 to October 31, 2018 (Option Year 1)
- November 1, 2018 to October 31, 2019 (Option Year 2)
- November 1, 2018 to October 31, 2019 (Option Year 3)

**1.9 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.

**1.10 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.

**1.11.1 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.

**1.11.2 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.

**1.11.3 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 (505) 346-7274.

**1.12 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.

**1.13 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&gclsrc=ds](http://mycredit.dnb.com/establish-your-business/?refcd&tsacr&utm_source=google&utm_medium=cpc&gclid=CIDcg_GTgbwCFdBP4AodsmsAAA&gclsrc=ds)
- SAM Link: <https://www.sam.gov/portal/public/SAM/#1>

**1.14 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:

**1.14.1.** Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) shall be effective as of the date sent;

**1.14.2.** Communications sent via facsimile shall be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

**1.14.3.** Communications sent via email shall be considered effective as of the date sent on the email.

**1.16** Technical questions concerning this acquisition shall be submitted in writing and e-mailed to the Contracting Officer's address provided August 24, 2016. 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 for this requirement is Christy Webster, Contracting Officer at 859-685-4930, email: Christy.webster@usdoj.gov.

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

### **2.1 Contracting Officer –**

The Contracting Officer for this award is:  
Christy Webster  
U.S. Attorney's Office Eastern District of Kentucky  
260 West Vine Street Suite 200 Lexington, KY 40507  
Telephone: (859) 685-4930  
Fax: (859) 233-2661  
E-mail: Christy.webster@usodj.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 for the Eastern District of Kentucky Office is:

Mrs. Christy Webster  
U.S. Attorney's Office Eastern District of Kentucky  
260 West Vine Street Suite 300  
Lexington, Kentucky 40507  
Telephone: (859) 685-4930  
Fax: (859) 233-26661

**2.3 Invoice Instructions –**

**2.3.1** Invoices shall be submitted to:

U.S. Attorney's Office  
Eastern District of Kentucky  
Attn: Contracting Officer  
260 West Vine Street Suite 300  
Lexington, KY 40507

**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 by NLT August 25, 2014.**

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 1.9.

In accordance with FAR 52.217-5 Evaluation of Options (July 1990), except when it is determined in accordance with FAR 17.206(b) is not in the Governments best interests, the Government shall evaluate offers for award purposed by adding the total price for all options to the total price for the basic requirements. Evaluation of options shall not obligate the Government to exercise the option(s).

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
3. Past Performance

### **4.0 Commercial Agreement**

The Government does not intend to sign a commercial agreement. This order is binding 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.

United States Attorney's Office Eastern District of Kentucky  
RFQ No.: DJJ-16-R-USA32-0001  
Date: August 10, 2016

## **5.0 Clauses**

Contract terms and conditions are listed in the following attachments:

- Attachment A – Request for Quotation
- Attachment B - Contractor Personnel Security Clearance Requirements
- Attachment C – Applicable Provisions and Clauses.