

**STATEMENT OF WORK
DOCUMENT DESTRUCTION SERVICES**

SOUTH TEXAS VETERANS HEALTH CARE SYSTEM

1. GENERAL

1.1 General: This requirement is for a non-personal services contract/order to provide document destruction services and the associated services described herein. The Government shall not exercise any supervision or control over the service providers providing the services described herein.

1.2 Description of Services/Introduction: The Contractor shall provide all personnel, transportation, equipment, supplies, facilities, supervision, and other items and non-personal services necessary to perform the document destruction services, as defined in this Statement of Work. The Contractor assumes all liability risks for the work performed under the contract/order. The Contractor must assume total liability for all contract employees. The Contractor shall perform to the standards of the contract/order.

1.3 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property while performing the services described herein.

1.4 Period of Performance: Twelve Months (1 Year), with four (4) Option Periods with twelve Months

1.5 Type of Contract: The government will award a firm fixed-priced contract/order

1.6 Service Contract Act: The Service Contract Act applies to this contract. Current Service Contract Act Wage Determinations for the service areas will be attached to the contract. Employees performing under this contract must be paid at least the pay and fringe benefits described therein.

1.7 Contracting Officer Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which will be provided to the Contractor, states the responsibilities and limitations of the COR, especially with regards to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.8 Contract Administration: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance in this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. All changes to the contract will be issued via an amendment and/or modification in writing from the Contracting Officer to the Contractor.

1.9 Invoices: Invoices are to be submitted electronically; monthly, upon completion of the services that are performed, or upon completion of non-scheduled services. Electronic invoices can be submitted at no additional cost at the VA Vendor Information System (VIS) website

<https://www.vis.fsc.va.gov/login.aspx?ReturnUrl=%2fDefault.aspx> , or at

<http://www.tungsten-network.com/us/en/veterans-affairs/> . Invoices must include the obligation number that is provided on the contract, for the specific period of performance, to ensure timely payment. The COR is responsible for acceptance of services and/or the processing of receiving reports for the services provided to the government.

2. BACKGROUND

The Department of Veterans Affairs (VA), South Texas Veterans Health Care System (STVHCS), has a continuous need for the secure destruction of temporary records. VA temporary records may contain Protected Health Information (PHI), Personally Identifiable Information (PII), records, and VA sensitive information. The procedures and methods for the disposition of VA temporary records are described in VA Directive 6371, Destruction of Temporary Paper Records, dated April 8, 2014.

3. SCOPE OF WORK

Contractor shall provide secure collection containers and “final destruction” of temporary VA records by complete secure shredding and disposal, or recycling of paper and other documents, generated through the sensitive document paper-recycling program or an alternative method of verifiable document destruction at the locations (on-site) identified herein (see schedule), as described within the Statement of Work. The service locations consist of sixteen (16) VA facilities in the San Antonio, Texas area, the Kerrville VA Hospital campus, Kerrville, Texas and the Victoria Outpatient Clinic, Victoria, Texas.

4. CONTRACTOR QUALIFICATIONS AND PROVISIONS

Contractor shall ensure compliance with all State, Federal and Local laws and regulations. Employees performing services under the contract/order shall meet all State, Federal, and Local laws and regulations; including, but not limited to: licensing, education and qualification requirements for the type of services that are to be performed.

Contractor has the capacity to reasonably provide physical safeguards to protect VA temporary records during their transportation or transfer prior to the completion of their final destruction.

The Contractor shall ensure all employees performing work under the contract/order are not listed on the Health and Human Services – Office of Inspector General (HSS/OIG) list of excluded individuals or entities on the OIG website (https://oig.hhs.gov/exclusions/exclusions_list.asp).

Contractor shall maintain \$1,000,000 liability fidelity (employee dishonesty) coverage to protect the government in the event of disclosure of confidential information contained in any materials picked up by the contractor. Certificate shall include the provision requiring the insurer to notify the government no less than thirty (30) days before such a policy is terminated.

5. TASK SPECIFICATIONS

5.1 Collection of material at the VA sites shall be individually scheduled with the COR.

- a. All collection services shall be performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding federal recognized holidays.
- b. Should a collection day fall on a federal holiday, the Contractor shall pick up on the next business/workday

- c. Changes in the collection schedule and frequency shall not be at made without the approval of the COR.

5.2 Schedule

STVHCS Facility	Address	Frequency	Est. LBS Per Pick-up	Quantity and type/size collection containers
Audie L. Murphy VA Hospital	7400 Merton Minter San Antonio, TX 78229	Weekly	7,500	281 Consoles 19 – 96 Gallon
Frank Tejeda OPC	5788 Eckhert San Antonio, TX 78240	Weekly	1,500	28 Consoles
Frank Tejeda Annexes- Balcones Heights <i>Gold</i>	4522 Fredericksburg Rd San Antonio, TX 78201	Bi-Weekly (every two weeks)	100	1 Console
Frank Tejeda Annexes- Balcones Heights <i>Silver</i>	4522 Fredericksburg Rd San Antonio, TX 78201	Bi-Weekly (every two weeks)	100	1 Console
North Central Federal Clinic (NCFC)	17440 Henderson Pass San Antonio, TX 78232	Weekly	1,000	14 Consoles
NCFC Annexes Shavano Park	4350 Lockhill-Selma Ste. 200 San Antonio, TX 78249	Bi-Weekly (every two weeks)	200	2 Consoles
Dental, Optometry, & Audiology Clinics	8410 Data Point San Antonio, TX 78229	Weekly	750	11 Consoles 1 – 96 Gallon
One Technology Building	7411 John Smith San Antonio, TX 78229	Weekly	1,000	22 Consoles 3 – 96 Gallon
VA Villa Serena	4455 Horizon Hill San Antonio, TX 78229	Bi-Weekly (every two weeks)	1,000	3 Consoles
Plaza Lecea	5441 Babcock San Antonio, TX 78240	Bi-Weekly (every two weeks)	1,000	3 Consoles 3 – 96 Gallon
Bluff Creek	4210 Medical Dr., Ste. 280 San Antonio, TX 78229	Monthly	750	2 Consoles
South Bexar OPC	4610 E. Southcross San Antonio, TX 78222	Monthly	750	2 Consoles 1 – 96 Gallon
Polytrauma Rehabilitation Program (PTRP) Facility	4949 Gus Eckhert San Antonio, TX 78240	Bi-Weekly (every two weeks)	200	2 Consoles
Fisher House	7485 Wurzbach Rd San Antonio, TX 78229	Bi-Weekly (every two weeks)	100	1 Console
VA Oncology Clinic	9102 Floyd Curl Drive San Antonio, TX 78240	Weekly	200	2 Consoles
Randolph AFB Dental Clinic	221 3 rd Street West Randolph AFB, TX 78150	Bi-Weekly (every two weeks)	100	1 Console
Kerrville Campus	3600 Memorial Blvd. Kerrville, TX 78028	Bi-Weekly (every two weeks)	3,000	10 Consoles 8 – 96 Gallon
Victoria OPC	1502 E. Airline #40 Victoria, TX 77901	Monthly	1,500	10 Consoles 1 – 96 Gallon

5.3 Document Destruction Services

- a. Contractor shall furnish lockable containers for the centralized collection of VA temporary records at all identified sites, which will be used at the location/discretion of the COR.
- b. Contractor shall be required to accept white, colored paper, reams of paper, compact discs, paper clips, staples, and film to be placed into the collection containers for document destruction.
- c. All containers shall have locks.
- d. Contractor shall make collection from each container location, upon the frequency, at all locations described in the schedule (5.2).
- e. Contractor must document all containers serviced during each collection.
- f. A replacement container shall be provided when a full container is removed.
- g. The Contractor shall perform final destruction services of all VA temporary records deposited in the collection containers on-site. "Final destruction" is the process of which temporary paper records are macerated, shredded, pulped or otherwise destroyed to a degree that definitively ensures that they are not readable or reconstructable to any degree.
- h. Keys for the containers shall be provided to only the COR and Contractor personnel.
- i. All containers shall be identically keyed so one key can open all containers. Six (6) keys shall be provided to the COR so that containers can be accessed when necessary. The COR, the Environmental Management Service Chief and the Deputy Chief are the only government personnel that will have access to the secure containers. Personnel names for these government positions will be provided to the Contractor upon request.
- j. Containers shall be cleaned inside and out quarterly, and as needed, if liquids or other inappropriate items have been inadvertently deposited within them.
- k. The Contractor shall correct any overflow situations for missed collections on the same day notified.
- l. Additional containers shall be provided by the Contractor to satisfy the generating work site size and volume requirements (office relocations, file purges, etc.) in agreement with the COR. Additional container requests will be processed by a contract modification to increase the services requirement. Additional containers shall be provided within seven (7) days after the contract modification has been issued to the Contractor, or after the Contractor has been given a notice to proceed by the Contracting Officer. Additional container requests may consist of a combination, or total of up to, ten (10) consoles, twelve (12) 64-Gallon containers, and twelve (12) 96-Gallon containers. Additional containers may be stored at the Audie Murphy VA Medical Center when they are not in use.

Contractor shall access the service locations by public walkways. Contractor shall ensure the security of contents from the point of collection to final destruction. Where shredding is performed on-site, the Contractor shall leave the exterior area where the mobile shredder is used, clean and free of any debris etc. from their work/visit. Contractor shall have identifiable company uniforms or company ID badges.

The Contracting Officer or COR can, at any time, monitor the collection, transportation and destruction/shredding/recycling as it is performed to ensure performance compliance.

6. DELIVERABLES

- a. The Contractor shall prepare and submit to the COR an original signed Certificate of Destruction (COD) for each pick-up for each site visited within three (3) work days of each pick-up. The COD is written documentation that attests to the completion of the destruction process after the final destruction of temporary VA records has taken place. The COD may be sent via an electronic copy to the COR. The Contractor shall maintain proper records concerning each COD issued. The COD shall, at a minimum, contain the following:
 - i. Pick-up/Delivery Location
 - ii. Pick-up/Delivery Date
 - iii. Description of destruction method used
 - iv. Description of where the VA temporary records were destroyed
 - v. Amount of shredded waste (number of bins and weight (pounds) shredded
 - vi. Destruction of certificate Document/Identification number
 - vii. Destruction certificate date
 - viii. Signature of personnel that viewed and confirmed final destructionIf the final destruction of VA temporary records is completed by a subcontractor to the Contractor, then the written COD is completed by the subcontractor or by the Contractor with assurance from the subcontractor that the final destruction was completed.
- b. The Contractor shall provide a manifest, for each facility, after the destruction of VA temporary records to verify proof of destruction with the total volume and total weight.
- c. The Contractor shall provide a COD, and a shredded paper weight receipt if providing destroyed materials to a recycling vendor, on a weekly basis, providing weight, with a breakdown of each facility.

7. GOVERNMENT SPECIFICATIONS

7.1 **Government furnished property:** None

7.2 Security Requirements:

- a. A prohibition on unauthorized disclosure: "Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without prior written agreement of the VA."
- b. A requirement for data breach notification: "Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor has access, the contractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term 'security incident' means an event that has, or could have, resulted in unauthorized access to, loss, or damage to VA assets, or sensitive information, or an action that breaches VA security procedures."

- c. A requirement to pay liquidated damages in the event of a data breach: “In the event of a data breach or privacy incident involving any Sensitive Personal Information (SPI) the contractor processes or maintains under this contract, the contractor shall be liable to the VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals.”

7.3 Information Security Requirements

7.3.1 General

Contractors, Contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

7.3.2. Access to VA Information and VA Information Systems

- a. The Contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All Contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. The Contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

7.3.3. VA Information Custodial Language

- a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the Contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1).
- b. The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/subcontractor needs to be restored to an

operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

c. If VA determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the Contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

7.3.4. Security Incident Investigation

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The Contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/subcontractor has access.

b. To the extent known by the Contractor/subcontractor, the Contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the Contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The Contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7.3.5. Liquidated Damages for Data Breach

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the Contractor is liable to the VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis.

Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) Date of occurrence;
 - (b) Data elements involved, including any PU, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data considering the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised
(made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification; Document Destruction Services
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

7.3.6. Information Security and Privacy Training

a. All Contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems;

- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, VA Handbook 6500.6, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the Privacy and Information Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA Privacy and HIPAA training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.

b. The Contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until as such time the training and documents are complete.

7.3.7. Security Requirements for Unclassified Information Technology Resources

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

7.3.8. Security Accreditation Package

The C&A requirements do not apply and a Security Accreditation Package is not required.

7.4 Compliance with Hospital Policies and Procedures: Contractor's shall adhere to all hospital policies and procedures related to non-smoking except in designated areas and the requirement for using I.D. badges. In addition, the contractor must also adhere to the Information Security, Records Management and Privacy local and national policies prescribed herein:

Information Systems Officer, Information Protection: The Contractor shall not have access to VA desktop computers nor shall they have access to online resources belonging to the government while conducting services in the application of complex adaptive systems theory to

health care organizations. The certification and accreditation requirements do not apply to this procurement nor is a security accreditation package required.

Privacy Officer: The contractor shall have access to Patient Health Information (PHI) and shall have the capability of accessing patient information during the services provided to the VA. All documents accessible to the Contractor shall be de-identified through the destruction of the sensitive information which is the purpose of this contract.

Records Manager: The following standard Items relate to records generated in executing this contract and should be included:

- a. Citations to pertinent laws, codes and regulations such as 44 U.S.C Chapter 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- b. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- c. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government 'IT' equipment and/or Government records.
- d. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- e. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.
- g. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- h. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- i. No disposition of documents shall be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
- j. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this

contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.