

Department of Veterans Affairs
STATEMENT OF WORK (SOW)
Multi-Function Device Lease & Maintenance Service

1. General Information

1.1 Description of services: The Department of Veterans Affairs, Veterans Benefits Administration, St. Louis Regional Office has a requirement for a 60 month Lease with a Flat-Rate Monthly Fee Copying plan for 6 new Multi-Functional Devices which includes all consumable supplies (except paper), and full maintenance services including repair parts. **The VA intends to make a single (all or none), firm-fixed-price award for a 12 month period with four (4) option years.**

1.2 Background: The Department of Veterans Affairs, St. Louis Regional Office, has a requirement to acquire copiers for the duplication of the various documents it uses to perform its mission. The primary role of the machines to be leased will be for functioned copying. The Government would like to accomplish these tasks through the use of 6 leased copiers. The contract can be modified to add additional lease copiers, with prior written notification from the Contracting Officer.

1.3 Scope of work: The contractor shall furnish all repair parts, labor, transportation, and supplies required to accomplish inspecting, cleaning, lubricating, adjusting, calibrating, and vacuuming (if required), and repairing of the copiers. Contractor shall maintain the leased copiers at levels necessary to provide the specified functions to meet the manufacturer's current equipment specifications. The 60 month lease includes a Flat-Rate Monthly Fee Copying Plan with NO intent to purchase the equipment at the end of the lease agreement period. Ownership of the asset/copiers remains with the prospective contractor.

1.4 Period of Performance: **The base year Period of Performance will be 12 months from 45 days of contract award date with four (4) twelve (12) month option years.**

1.5 Safety Requirements: While in performance of the resultant contract, the contractor shall maintain safety and health standards compliant with requirements of the Occupational Safety and Health Administration (OSHA) and adhere to VAAR 852.237-70 Contractor responsibilities.

1.6 Security Requirements: Contractor personnel will be required to contact the government designated point of contact upon arrival when reporting for service calls or delivering supplies. The contractor shall be responsible for the security of all organizational information. Current rules and regulations applicable to the premises, where the work shall be performed shall apply to the contractor and its employees while working on the premises. These regulations include but are not limited to, escort by VBA officials, presenting valid identification, smoking restriction and any safety procedures as outlined in the site regulations. Contractor will not require connection to the VA network. The C&A requirements do not apply and a Security Accreditation Package is not required.

1.6.1 The contractor shall not disclose or cause to disseminate any information concerning operations of Department of Veterans Affairs. Such action(s) could result in violation of the contract and possible legal actions.

1.6.2 All inquiries, comments, or complaints arising from any matter observed, experienced, or learned of as a result of or in connection with the performance of the contract, the resolution of which may require the dissemination of official information, shall be directed to the government's designated representative.

1.7 No overage charges: The government pays a flat-rate monthly fee per copier, regardless of the number of copies made each month. The copy volume allowance per month is unlimited per copier.

1.8 Termination Amortization Schedule: A termination amortization schedule shall be included as an attachment of the awarded contract. **If the Government does not exercise any of the options listed in the Price/ Cost Schedule, the Government's not exercising the options will have the same effect as if the Government terminated for convenience. All remedies afforded to contractor in regards to a termination for convenience shall be available to the contractor.**

1.9 Invoices: Contractor shall email invoices monthly in arrears to the email address listed on page one (1) block 18a that include the following information: 1) Contract and obligation numbers; 2) Company name, address and phone number; 3) Monthly contracted lease rate (which includes the maintenance service fee); 4) Invoice number and date (note that each invoice must have a different invoice number).

Part 2. Definition and Acronyms: N/A

Part 3. Government-Furnished Items and Services. The Government shall supply the paper for the copiers.

Part 4. Contractor-Furnished Items and Services

4.1 Required personnel, materials, supplies, and equipment: The contractor shall furnish all personnel, materials, supplies, and equipment required to perform work under the contract, to include but not limited to tools and expendable items. The Flat-Rate Monthly Fee Copying Plan must include new equipment, full service maintenance, preventative maintenance, repair parts, all operational/consumable supplies such as toner, dry ink, fuser oil, staples and other copier supplies for the copier, except paper. The contractor shall assist VA OI&T personnel with the initial network set up of a copier. The following table includes the install locations, copies per minute, quantity, estimated monthly volume and output type of the copiers which the contractor shall delivered/setup and install.

QUANTITY	COPIES PER MINUTE	OUTPUT TYPE	ESTIMATED COPIES PER MONTH PER COPIER
9700 Page Ave St Louis, MO 63132			
2	45	B/W	10,000
3	65	B/W	46,000
1	35	B/W & Color	6,000/6,000

4.1.1 The copiers shall have the following minimum requirements: If an equal brand is offered then, that brand shall meet or exceed the following copier features/functions.

Two (2) Kyocera Mita 4501i or equal	
Kyocera 4501i	45 PPM B&W MFP
DP-770	75 sheet Reversing Document Feeder
DF-770	1,000 Sheet Stapler Finisher
AK-730	Attachment Kit for DF-770
	Two (2) – 500 Sheet Drawers
	Trayless Duplexing
	Fax System, Fax Module
Copier Console	Copier Console
Three (3) Kyocera Mita 6501i or equal	
Kyocera 6501i	65 PPM B&W MFP
DP-770	75 sheet Reversing Document Feeder
DF-790	4,000 Sheet Stapler, Finisher
PH-7A	Two (2) and Three (3) Hole Punch
	Two (2) – 1500 Sheet Drawers
	Two (2) – 500 Sheet Drawers
	270-sheet Dual Scan Single Pass
	150-sheet Multi-Purpose Tray
	Trayless Duplexing
	Fax System, Fax Module
One (1) Kyocera Mita 3551ci or equal	
Kyocera 3551ci	35 PPM B&W/Color MFP
	Reversing Document Feeder
DF-770	1,000 Sheet Stapler, Finisher
PH-7A	Two (2) and Three (3) Hole Punch
	Two (2) – 1500 Sheet Drawers
	Two (2) – 500 Sheet Drawers
	Trayless Duplexing
	160GB Hard Drives
	Fax System, Fax Module
	VA Network setup for multiple user access

4.1.1.1 Energy Star compliant.

4.1.1.2 Power source: 110 volt 15 amp

4.1.1.3 EPEAT-Registered Bronze level or higher.

4.2 Delivery: The contractor will coordinate the delivery, installation and training date with the designated government employee. The government will provide the contractor with dock access and building access for this sole purpose. The government requires a minimum of 24 hour notice of the contractor's need to deliver a copier(s) and/or remove a copier(s) or deliver copier replacement parts. The designated government employee will work with the pertinent government agency (ies) to secure the needed dock access. The delivery truck can be no larger than 45 feet. No deliveries can be made after 4:30 p.m. Driver needs a valid ID.

4.3 Contractor Point of Contact: The contractor shall furnish one designated point of contact (POC) to the government's designated representative for coordination of supplies, delivery, and/or maintenance. The POC will be empowered to make daily decisions to ensure that the contract implementation and day-to-day maintenance meets the terms and conditions of this contract.

4.4 Contractor's Phone Number: The contractor shall provide a toll-free telephone number for service calls, which must be answered during at least eight working hours, between 8:00 am and 4:30 pm, Monday through Friday.

4.5 Parts/Supplies Availability: The contractor shall have an inventory of parts and consumable supplies in quantities sufficient to effectively service the resulting contract. The contractor shall have an internal inventory system and delivery system for the parts and consumable supplies. The inventory and delivery system must be sufficient to service the contract in accordance with the maintenance response times specified in paragraph 5.1 and the supply delivery times specified in paragraphs 5.3., 5.3.1 and 5.3.2.

4.6 Personnel Qualifications: **The contractor shall be required to provide fully qualified and manufacturer trained or certified service, delivery, and management personnel in sufficient numbers to actively and efficiently service and support the copiers in place during the contract period.**

Part 5. Specific Tasks

5.1 Service Calls: The contractor shall respond to service calls during normal working hours, Monday through Friday, excluding holidays observed by the Federal Government. The contractor shall respond to verbal service calls and is expected to initiate the repairs within two (2) working hours after notification of malfunction. The response time on a service call starts when the service call is placed to the contractor. The service technician shall report to the service requestor and notify of his/her arrival and verify the problem for which the service call was made. If the service call is not completed, the service technician shall contact the government's designated representative and provide a detailed explanation as to why the copier was not repaired and provide an estimated time for completion of the required repairs. The contractor shall complete the repairs and satisfactorily resolve the problem by effectively restoring the copier to normal operating capability within eight (8) working hours of responding.

5.1.1 The Contractor shall have an adequate working inventory of copiers in order to provide backup support for the leased six (6) copiers. When a malfunctioning copier cannot be repaired within the on-

site repair time, the VA will have the option of requesting a backup copier at no additional cost to the government. The Contractor shall supply such a backup copier within seven (7) working hours after notification by the government. Backup copiers shall meet or exceed the capabilities of the copiers to be replaced. For this purpose only, remanufactured equipment may be used as a temporary device until a new replacement copier is delivered or the original copier is reinstalled. Backup copiers are generally expected to remain in place for five working days or less, but in unusual cases, a backup copier may remain in place for as long as 60 days. If the original copier has not been repaired and reinstalled at the end of 60 days, the Contractor shall provide a replacement copier equal to or superior to the original copier model at no additional cost to the government. The Contractor shall coordinate the removal, delivery and install of the back-up copier with the designated government employee.

5.2 Preventive Maintenance: The contractor shall provide, at a minimum, one annual preventive maintenance service call to ensure that the copiers are maintained in fully operational condition. Contractor shall maintain the copiers in at levels necessary to provide the specified functions to meet the manufacturer's current equipment specifications.

5.3 Replenishment of Supplies Procedures: On or about the same day of each month, the contractor shall ensure that each copier is furnished with sufficient consumable supplies, (excluding paper) to produce a volume of copies equal to the levels necessary to provide the specified functions to meet the manufacturer's current equipment specifications. Upon initial delivery of the copy machines/devices, the Contractor shall provide two months' worth of consumable supplies for each copier.

5.3.1 The contractor shall respond to verbal requests for additional consumable supplies under the following conditions: The government's designated representative may make emergency requests for consumable supplies verbally. Orders will state the quantity and type of consumable supplies required and the location and serial number of the copier for which the additional consumable supplies are being ordered. The contractor shall deliver additional consumable supplies within a period of twenty-four hours after receipt of verbal order.

5.3.2 Supplies from the contractor shall be delivered between 8:00 a.m. and 4:30 p.m., Monday through Friday (excluding Federal holidays) directly to the copier location.

5.4 Hard-drives: The contractor shall remove the hard-drive from the six (6) leased copiers at the end of the term of the contract and hand them to a designated government representative for destruction. Once a device is delivered and installed, the government will retain ownership of the hard drive.

5.5 Training: Contractor shall provide training on the operation of the leased (6) copiers to designated government representatives **within two days of installation date**. The Contractor shall demonstrate that the copier is properly functioning upon completion of installation. This demonstration shall be accomplished pursuant to the operating instructions furnished with each copier and in the presence of designated government representative.

5.6 Relocate Equipment: Should the government elect to relocate its office to another facility/building or location within the greater St. Louis area, all copier machines will then be moved to the new location by the contractor at no additional cost, as a one-time courtesy.

Part 6. Government Point of Contact:

To be announced.

Part 7. VA Information Custodial Language

7.1. All Contractors and Contractor personnel shall be subject to the same Federal security and privacy laws, regulations, standards and VA policies as VA, including the Privacy Act, 5 U.S.C. §552a, and VA personnel, regarding information and information system security. Contractors must follow policies and procedures outlined in VA Directive 6500, Information Security Program which is available at: <http://www1.va.gov/vapubs> and its handbooks to ensure appropriate security controls are in place.

7.2. The Contractor will not have access to VA Information Systems.

7.3. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor or 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 or subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

7.4. VA information should not be co-mingled, if possible, with any other data on the contractors or subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

7.5. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

7.6. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

7.7. 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.

7.8. 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 cause or terminate for convenience.

Part 8. Security Incident Investigation

8.1. The term “security incident” means an event that has, or could have, resulted in loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor shall immediately (within 1 hour) notify the CO and simultaneously, the VA Network Security Operations Center (vansoc@va.gov) and the designated ISO/Privacy Officer for the contract of any known or suspected security/privacy incident, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor has access.

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

8.3. Contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction in instances of theft or break-in. The contractor, its employees, and its subcontractors and their employees will 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 will cooperate with VA in any civil litigation to recover VA information, to obtain monetary or other compensation from a third party for damages arising from any incident, or to obtain injunctive relief against any third party arising from, or related to, the incident.

8.4. To the extent practicable, contractor shall mitigate any harmful effects on individuals whose VA information was accessed or disclosed in a security incident. In the event of a data breach with respect to any sensitive personal information processed or maintained by the contractor or subcontractor under

the contract, the contractor is responsible for liquidated damages of \$37.50 per affected individual to be paid to VA.

8.5 Liquidated Damages for Data Breach: 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 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. However, it is the policy of VA to forgo collection of liquidated damages in the event the contractor provides payment of actual damages in an amount determined to be adequate by the agency.

Part 9. Contractor Rules and Behavior

The Department of Veterans Affairs online Information Security Rules of Behavior training TMS course 10176 at <https://www.tms.va.gov> shall be completed by the contractor before services can begin.

Part 10. Changes to the Statement of Work (SOW):

Any changes to this SOW shall be authorized and approved only through written correspondence from the Contracting Officer. Costs incurred by the contractor through the actions of parties other than the Contracting Officer shall be borne by the contractor.