



**DEPARTMENT OF VETERANS AFFAIRS
Veterans Benefits Administration
1250 Poydras Street, Suite 803
New Orleans, LA 70113
Statement of Work (SOW)**



**New Orleans Regional Office Copier Specifications and Maintenance
Statement of Work (SOW)**

1. Introduction

The Department of Veterans Affairs New Orleans Regional Office (VARONOL) facility located at 1250 Poydras Street, Suite 200, New Orleans, Louisiana 70113, has a requirement for a 60 month Lease with a Flat-Rate Monthly Fee Copying plan for 14 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.**

1.1. Background

The VARONOL supports our Nation's Veterans by providing disability benefit information, eligibility and payment. Having multifunctional copiers and operations service through an operating lease agreement is mission critical to administrative operations. A responsive and professional copier service company will be required to ensure maintenance, operating supplies, and services are provided to meet the requirements of the organization in a timely and adequate manner. The selected contractor must be able to respond to deliveries, installation, operating supplies replacements, scheduled maintenance and incidental services during the lease period described herein, as well as be prepared with emergency response capabilities to respond to unserviceable equipment and operating supplies included in the maintenance service operating supplies agreement periods.

2. Scope

The contractor shall provide the below requirements to the VARONOL located at 1250 Poydras Street, Suite 200, New Orleans, LA.

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.

The Indefinite Delivery Contract (requirements) will be the operating lease agreement that begin on the effective date of award with a base period of 12 months and four 12-month option periods. Orders issued under the contract will provide VARONOL with the ability to updated equipment requirements that includes fair market pricing, operating lease period(s), required installation dates, incidental relocations, services, delivery, and non-network installation of equipment.

Further, the operating lease agreement must include new equipment, full service maintenance, preventative maintenance, all operational/consumable supplies such as toner, developer, staples, dry ink, fuser oil and other copier supplies for the copier, except paper. Additionally, the lease must provide key operator training, networking functionality, security accreditation along with technical and network installation capability required for a quantity of fourteen (14) Multifunctional copiers.

Connectivity for LAN capability must be able to support industry's most current software applications, network operating systems (e.g., Windows 7 NT, XP, and Netware)

The copiers shall be Energy Star qualified.

The Installation to each offices identified under the lease agreement is also required.

3. Tasks

3.1. General Requirements

Initial acceptance will be at the discretion of the acceptor during the delivery. All items required must be fully functional, present, and compatible as required.

Delivery must be made on the Delivery/Installation date shown on the order. The quoters (Offerors) must provide within its quote a statement of understanding regarding delivery/installation date, which must be part of the lease agreement, and each order under the contract.

Copier leasing includes lease of the physical machines based on the requirements of each individual room location, and the provision of operating supplies, appropriate service, and maintenance (both preventive and reparative) to ensure the copiers are in working order.

The Contractor shall flow down all pertinent terms and conditions of this contract to its subcontractors, including all requirements involving deliveries, installation, and maintenance.

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 the specific Key Office Operator.

The Contractor shall take necessary steps to ensure that complete action (installation, exchange, removal, etc.) is made within the delivery schedule specified in the order issued under the lease agreement (contract). Complete delivery/installation is defined that all components/optional features/equipment simultaneously fully functioning and supplies provided according to regular schedule maintenance schedule provided with the quotation.

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

A single toll free "800" Help Desk telephone number must be provided for Key Office Operators can call for field technical support assistance. The contractor shall respond to written/oral requests from the Key Office Operator for service calls.

4. Specific Requirements/Tasks

4.1 Specifications

The VARONOL has a requirement for different types of copiers. The copiers must be brand name or equal compared to the specifications herein, by copier/features for each office location within the VARONOL.

All copiers shall comply with the following regulations:

- Section 508 of the Rehabilitation Act of 1973
- Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards
- Executive Order 13123, Greening the Government through Efficient Energy Management
- Executive Order 13221, Energy-Efficient Standby Power Devices

The specification/features listed in attachment one represent the VARONOL's best effort to capture the functions/size capability/features of Name Brand copier models, and may not be inclusive to make a comparison of other name brand copiers. It is the sole responsibility of the Offerors to provide the VARONOL with any and all questions required for Offerors to submit complete quotes for a named brand or equal model that replaces the models identified herein, including features that may not be specified in this solicitation. The VARONOL intends to make an award of this procurement without discussions, and Offerors must submit their best initial quotation.

The comparative specification for each name brand copier is attached below as Attachment one.

Other operating features shall include, but are not limited to:

- Copy to within 3/16" of the leading edge of the paper and 1/8" of the remaining pages; Contain no asbestos or polychlorinated biphenyls (PCBs), nor beryllium or lithium or their compounds; Conform to the requirements of the American National Standards Institute (ANSI) And Underwriters Laboratories (UL); Include an Operator's Manual with each unit; Accept recycled paper of up to 50% post-consumer materials; Contain an internal self-diagnostic system indicating, as a minimum, the Following conditions: "needs toner", "needs paper", "paper mis-feed or jam", or "call for service"; Provide an "on/off" signal light or panel indicator; Contain minimum platen of 11" x 17" of the "flat bed" type; Power off automatically after a period of non-usage; Run paper up to and including 24-lb. Bond; Be "Energy Star" or "Environmental Choice" compliant.
- Copiers shall be digital and shall have the latest commercially available automated features, including but not limited to the following capabilities: quick (less than 30 seconds) warm-up time, use of transparencies and gummed labels, photocopy paper sizes from 8-1/2" x 11" to 11" x 17".

4.2 Copier Supplies

Contractor shall provide copier supplies shown in the scope of work to maintain continuous operation of the copier for the comparable name brand or equal copier quoted. Contractor shall stock an adequate quantity of supplies for each office's copier. Each Key Office Operator will collaborate with the contractor to maintain continuous operation, as agreed in the lease agreement.

4.2.1 Consumable Supplies

The Contractor shall provide consumable supplies in accordance with lease agreement/contract terms and conditions in accordance with the following process:

- Upon initial delivery, the Contractor shall provide a minimum of one month and a maximum of two months' worth of consumable supplies for each copier. These supplies will be stored by customer agencies.
- Toner shall be checked during Technician service calls and replenished by the contractor, if required. An adequate supply of toner and staples must be stored at VARONOL in each office and available for the Office Key Operator to use to replace those items to keep the machines operational. All used cartons will be placed in an area designated by the Key Office Operator in which the contractor should maintain adequate inventory levels (Staples and Copier paper are not the responsibility of the Contractor).
- The Contractor shall deliver supplies to customer agencies during the hours of 8:00

a.m. through 4:00 p.m. (EST) Monday through Friday, excluding Federal holidays.

- The Contractor shall label all shipped consumable supplies with the name and address (including building and room number) of the VARONOL's key office operator(s).
- 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.
- 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.

4.2.2 Copier Maintenance and Government Options

The contractor shall perform all copier maintenance (both preventive and reparative). This maintenance includes all parts and labor. The contractor shall respond to all maintenance requests within Two (2) to four (4) hours of notification. Copiers that cannot be repaired shall be replaced within 2 days. Only qualified personnel, materials, spare parts, tool, hardware/software and network components necessary to perform the service shall be provided by the contractor.

4.2.3 Preventative Maintenance

The contractor shall regularly and systematically examine, clean, lubricate, test, adjust the equipment, and as conditions warrant, repair or replace equipment included under the contract. The contractor shall ensure that each copier operates as originally designed and installed.

4.2.4 Copier Replacement

For purposes of this contract, the minimum acceptable level of performance for each copier is 90% uptime. The Government's definition of uptime is the full functioning of all the features available on the unit simultaneously. Malfunctioning (downtime), even if a copier still copies after an original is placed on the platen, includes the nonfunctioning of the feeder, sorter, paper drawer and anything else that is necessary for the full functioning of the features available on the unit simultaneously. The failure of any copier to meet the uptime standard of 90% in one 60-day period will result in a determination by the identified Key Office Operator/Contracting Officer and Contractor's authorized

representative whether to replace the copier. As an alternative, the Contractor's representative may certify on the repair record that sufficient repairs have been made to preclude additional abnormal breakdowns. If in the 30 days after such certification, the copier continues to function below the 90% uptime threshold, the Contractor shall replace the copier with the concurrence of the CO and at no additional cost to the Government. The Contractor shall deliver and install replacement copiers within two (2) working days after the replacement determination.

4.3 Copier Backup

The Contractor shall have an adequate working inventory of copiers in order to provide backup support for all volume bands. When a malfunctioning copier cannot be repaired within the on-site repair time, the VA will have the option of requesting a backup copier. The Contractor shall supply such a backup copier within eight (8) working hours after notification by the Key Office Operator. Backup copiers shall meet or exceed the capabilities of the copiers to be replaced. The Contractor's charge for use of the backup copier shall be the same as and in lieu of the charges for the copier being replaced. For this purpose only, remanufactured equipment may be used until a replacement copier is delivered.

- 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 30 days. If the original copier has not been repaired and reinstalled at the end of 30 days, the Contractor shall provide a replacement copier equal to or superior to the original copier model. The Contractor shall supply the model number, serial number and location of the replacement copier to the COTR. In such circumstances, the backup copier may become the replacement copier, and another unit shall be designated for future backup requirements.

4.4. Contractor Reports

The contractor shall provide to the Key Office Operator a monthly usage reports. The reports shall contain number of copies produced for each machine.

- The contractor shall maintain the entire history of VARONOL's copiers as indicated. The report must include make, model, serial number, location, install date and volume. The Inventory Report shall be provided to the Key Office Operator on an annual basis with a final report to be provided within 10 days of the conclusion of contract performance.
- A Service History Report shall be issued to the appropriate Key Office Operator for all leased copiers on a yearly basis. The report shall include make, model, serial number, location, and description of each problem and the response time to repair requests.

4.5. Employee Identification

Contractor personnel shall wear an identification badge that, at minimum, displays the company's name, the employee's photo, and employee's name. Contractor personnel shall comply with all Government rules and regulations while at the facility.

4.6. Period of Performance

The base year Period of Performance will be 12 months with four (4) twelve (12) month option periods.

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.**

4.7. Hours of Operation

All work shall be completed during the site's normal operating hours of 8:00 AM to 4:00 PM Monday through Friday excluding federal holidays. Federal holidays are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

4.8. Payments

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). Payments will be electronic funds transfer (EFT). An ACH form will be provided upon award, if necessary, to initiate this process. See SF 1449 for Bill To Address.

4.9. Definitions

For purposes of this acquisition, the following definitions apply:

Contracting Officer (CO): The Government representative who possesses the overall responsibility of the successful performance/completion of the contract/lease agreement

Backup Copiers: Those copiers installed in place of malfunctioning copiers to provide temporary relief until the original copier is repaired or until a replacement copier is installed

Contracting Officer's Representative (COR): The individual who may be designated by the CO to have responsibility for performance of all technical aspects of the contract

Key Office Operator: The VARONOL employee who is specifically designated and trained to deal with day-to-day issues such as paper jams, paper replenishment and other minor events for an individual copier or group of machines. The Key office Operator handles problems which can be corrected and full performance can be restored without the need for a service call.

Operating Lease Plan (OLP): An equipment lease applicable for a stated period of time, at the end of which equipment will physically and contractually revert to the lessor, with no intent by the lessee to take ownership of the equipment at any time. The plan includes applicable commercial warranties and preventive maintenance services.

Replacement Copiers: Those copiers intended to remain in place for the remainder of the delivery order lease term. Replacement copiers shall be at least the functional equivalent of the copiers they replace.

4.10. Security

The Key Office Operator must provide the contractor with security access to gain entrance and access to copier facilities within a building. The contractor will have access to those facilities to provide the following: preventive maintenance, repairs, replenishing and installing supplies and conducting meter reads.

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.

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.

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.

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.

4.10.1 Information Technology (IT) Information Security Requirements

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.

The Contractor will not have access to VA Information Systems.

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).

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.

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.

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.

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.

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.

4.11. Liquid Damages for Late Delivery

4.11.1

If the Contractor fails to deliver copier(s) equipment, replacement copier(s), maintenance/ service(s) calls, or supplies within the time specified in this contract, or any extensions granted by the Contracting Officer, the Contractor shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages for each calendar day of delay, the sum of one-twentieth (1/20) of the anticipated monthly lease price for each copier for which delivery or service is not performed. However, the total of liquidated damages assessed shall not exceed the monthly lease cost of the copier. In the event of conflict between this provision and the laws and standards promulgated by the [Financial Accounting Standards Board regarding the accounting treatment of leases, the latter shall govern.]

4.11.2

The Contractor, at the Government's option, shall not be assessed with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall submit reasons for such non-performance to the Contracting Officer in writing within 3 business days of such delay.

4.11.3

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.

**SPECIFICATIONS FOR EACH COPIER TYPE IDENTIFIED UNDER THE
LEASE AGREEMENT**

Multifunction Printers/Copiers (also known as MFP, All in One), Copier/Printer/Fax

Name brand or equal; meet or exceed model/features for the following models:

Kyocera Model 3252ci
Color copier/Printer/Fax;
Number Needed: **(Two)**

Performance Standards: FLAT RATE Plan for Copiers (to include Digital, Multifunctional Copiers)

Note: Pricing for each volume band and tier for copiers include: Consumables (included): All Consumables, toner, developer, staples (except paper and transparencies)

Maintenance: Full maintenance and repair services (including both preventive and emergency repairs during normal working hours)

Key operator training: Training for key operators, at the time of machine installation, as well as, later as required by an ordering activity to maintain availability of trained key operators.

**SPECIFICATIONS FOR EACH COPIER TYPE IDENTIFIED UNDER THE
LEASE AGREEMENT**

Multifunction Printers/Copiers (also known as MFP, All in One), Copier/Printer/Fax

Name brand or equal; meet or exceed model/features for the following models:

Kyocera Model 3501i
Black & White copier/Printer/Fax;
Number Needed: **(Twelve)**

Performance Standards: FLAT RATE Plan for Copiers (to include Digital, Multifunctional Copiers)

Note: Pricing for each volume band and tier for copiers include: Consumables (included): All Consumables, toner, developer, staples (except paper and transparencies)

Maintenance: Full maintenance and repair services (including both preventive and emergency repairs during normal working hours)

Key operator training: Training for key operators, at the time of machine installation, as well as, later as required by an ordering activity to maintain availability of trained key operators.