

# FedBizOpps Combined Synopsis/Solicitation Notice

<b>CLASSIFICATION CODE *</b>	J
<b>SUBJECT *</b>	Winton Salem - Xerox Copiers Maintenance/Repair/Supplies
<b>GENERAL INFORMATION</b>	
<b>CONTRACTING OFFICE'S * ZIP-CODE</b>	20006
<b>SOLICITATION NUMBER *</b>	36C10E18Q0079
<b>RESPONSE DATE (MM-DD-YYYY)</b>	02-05-2018
<b>ARCHIVE</b>	5 <b>DAYS AFTER THE RESPONSE DATE</b>
<b>RECOVERY ACT FUNDS</b>	N
<b>SET-ASIDE</b>	14
<b>NAICS CODE *</b>	811212
<b>CONTRACTING OFFICE ADDRESS</b>	Department of Veterans Affairs Veterans Benefits Administration Office of Acquisition 1800 G. Street N.W. Washington DC 20006
<b>DESCRIPTION *</b>	<b>See Attachment</b>
<b>POINT OF CONTACT *</b>  (POC Information Automatically Filled from User Profile Unless Entered)	Raymond S. Tracey raymond.tracey@va.gov 716-430-4684
<b>PLACE OF PERFORMANCE</b>	
<b>ADDRESS</b>	Department of Veteran Affairs Support Services Division  251 North Main Street Winston-Salem
<b>POSTAL CODE</b>	27101-4047
<b>COUNTRY</b>	USA
<b>ADDITIONAL INFORMATION</b>	
<b>AGENCY'S URL</b>	
<b>URL DESCRIPTION</b>	
<b>AGENCY CONTACT'S EMAIL ADDRESS</b>	raymond.tracey@va.gov
<b>EMAIL DESCRIPTION</b>	raymond.tracey@va.gov

\* = Required Field

## **Amendment 00004, Request for Quote: 36C10E18Q0079**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

1. Solicitation 36C10E18Q0079 is being issued as a request for quotation (RFQ).
2. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-96.
3. The NAICS code is 811212 with a small business size standard of \$25.5M.
4. The government request FOB destination pricing and most favored customer discounts. Quote must include a Full Service Maintenance Plan (FSMA) for call outs for repair of machines; provide supplies, parts, materials, tools, transportation, labor and or supervision. FOB Destination pricing is required. Do not include copier paper in your quote, The VA Information Technology Department will handle fax connections and secure networking connections. Provide a separate per each cost for hard drive destruction and a separate cost for emergency call out after normal work hours. Software specific to the device (i.e. drivers) Do not include these cost in monthly repair cost sub- total or grand totals. Return a copy signed and dated of Rules of Behavior (all Pages). Signed and dated RFQ all pages. Any additional attachments must have the quotation number on them 36C10E18Q0079. Acknowledgment, by returning a signed copy of all pages issued against this quote (RFQ).
5. Complete attached vendorization form and return with quote only if you are not in the VA financial system to receive EFT payments. Ensure the data on the form matches your data in DUNS, VIP and SAM.
6. LINE ITEMS:

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Year, Full Service Maintenance Agreement (FSMA) for 34 government owned Xerox Copiers. Multiple locations (See SOW for exact locations). Copier Paper is not included.</p> <p>POP BEGIN: Date of Award POP END: 02-04-2019</p> <p><b>ITEMS PRICED SEPARATELY NOT INCLUDED IN MONTHLY COST SUBTOTALS AND TOTALS.</b></p> <p>Hard Drive Destruction \$_____ EACH Emergency Call Out \$_____ JOB Fax Kits (If needed) \$ _____ EACH Software specific to malfunction of the device (If needed) (i.e. drivers) \$_____ LOT</p>	12	MO	\$_____	\$_____
				<b>Sub Total</b>	
				<b>Base Year</b>	\$_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<p>Option I, Full Service Maintenance Agreement (FSMA) for 34 government owned Xerox Copiers. Multiple locations (See SOW for exact locations). Copier Paper is not included.</p> <p>POP BEGIN:02-05-2019 POP END: 02-04-2020</p> <p>ITEMS PRICED SEPARATELY NOT INCLUDED IN MONTHLY COST SUBTOTALS AND TOTALS.</p> <p>Hard Drive Destruction \$ _____ EACH</p> <p>Emergency Call Out \$ _____ JOB</p> <p>Fax Kits (If needed) \$ _____ EACH</p> <p>Software specific to malfunction of the device (If needed) (i.e. drivers) \$ _____ LOT</p>	12	MO	\$ _____	\$ _____
				Sub Total Option I	\$ _____

**Amendment 00004, Request for Quote: 36C10E18Q0079**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>2002</b>	<p>Option II, Full Service Maintenance Agreement (FSMA) for 34 government owned Xerox Copiers. Multiple locations (See SOW for exact locations). Copier Paper is not included.</p> <p>POP BEGIN: 02-05-2020 POP END: 02-04-2021</p> <p>ITEMS PRICED SEPARATELY NOT INCLUDED IN MONTHLY COST SUBTOTALS AND TOTALS.</p> <p>Hard Drive Destruction \$ _____ EACH</p> <p>Emergency Call Out \$ _____ JOB</p> <p>Fax Kits (If needed) \$ _____ EACH</p> <p>Software specific to malfunction of the device (If needed) (i.e. drivers) \$ _____ LOT</p>	12	MO	\$ _____	\$ _____
				<b>Sub Total Option II</b>	<b>\$ _____</b>

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
3003	<p>Option III, Full Service Maintenance Agreement (FSMA) for 34 government owned Xerox Copiers. Multiple locations (See SOW for exact locations). Copier Paper is not included.</p> <p>POP BEGIN: 02-05-2021 POP END: 02-04-2022</p> <p>ITEMS PRICED SEPARATELY NOT INCLUDED IN MONTHLY COST SUBTOTALS AND TOTALS.</p> <p>Hard Drive Destruction \$ _____ EACH</p> <p>Emergency Call Out \$ _____ JOB</p> <p>Fax Kits (If needed) \$ _____ EACH</p> <p>Software specific to malfunction of the device (If needed) (i.e. drivers) \$ _____ LOT</p>	12	MO	\$ _____	\$ _____	
				Sub Total		
				Option III	\$ _____	

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	<p>Option IV, Full Service Maintenance Agreement (FSMA) for 34 government owned Xerox Copiers. Multiple locations (See SOW for exact locations). Copier Paper is not included.</p> <p>POP BEGIN: 02-05-2022 POP END: 02-04-2023</p> <p>ITEMS PRICED SEPARATELY NOT INCLUDED IN MONTHLY COST SUBTOTALS AND TOTALS.</p> <p>Hard Drive Destruction \$ _____ EACH</p> <p>Emergency Call Out \$ _____ JOB</p> <p>Fax Kits (If needed) \$ _____ EACH</p> <p>Software specific to malfunction of the device (If needed) (i.e. drivers) \$ _____ LOT</p>	12	MO	\$ _____	\$ _____
				Sub Total Option IV	\$ _____

GRAND TOTAL ALL YEARS \_\_\_\_\_

**7. FOB: DESTINATION**

8. Delivery Address: Department of Veteran Affairs, c/o Brian Hawks or Amanda Lam, Department of Veteran Affairs, Services Support Specialist, 100 North Main Street, Winston, Salem NC 27101. Copiers are located at multiple locations as indicated on attached Scope of Work.
9. Period of Performance: 12 months from date of award.
10. The provision at 52.212-1, Instructions to Offerors -- Commercial, applies to this acquisition.
11. 52.212-2, Evaluation -- Commercial Items applies. Quotes will be evaluated based on:
  - a. **Criteria:** The Government will evaluate offers submitted in response to this solicitation based on a consideration of Price and FSMA.
  - b. **Contractors** will submit a FSMA Plan that addresses how they will satisfy the scope of work.
  - c. **Basis for Award:** The Government shall make award to that quote that is found to be the lowest priced based upon the stated considerations above.

**Quotation:** Contractor shall provide all consumable supplies (excluding paper), required for copying, printing, scanning, and faxing. Consumables shall consist of and are not limited to toner, developer, black and color cartridges, staples etc. The contractor shall automatically replenish consumable supply inventories based on monthly production levels and established need.

- d. Contractor shall provide estimates of turnaround to repair equipment where a replacement part(s) must be specially ordered by the government. Allow for inclusion of newly-acquired equipment and removal of de-commissioned equipment from the inventory.
- e. Original equipment manufacturer parts are recommended (OEM) . Contractors quote shall include monthly price, sub totals and grand total for all years as shown in the schedule pages par 6. DO NOT Include Copy paper in any costing submitted. Paper is not required for this action. Provide a separate cost for hard drive destruction. Cost should not be included in Monthly PM Cost. Provide a cost per job for emergency call outs after normal work hours. Cost should not be part of monthly cost or sub and grand totals. Provide separate cost for fax kits if requested. Provide a cost for software specific to the device, (i.e. drivers). This cost should not be part of monthly cost or totals. Quote FOB Destination pricing. The government reserves its unilateral right to exercise an option at their own discretion.
- f. FAR 52.212-3, Offeror Representations and Certifications – Commercial Items applies to this solicitation. The offeror must have completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications— Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201) except for paragraphs 23 and 28.



12. Offerors must include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications -- Commercial Items, with its offer.
13. Clause 52.212-4, Contract Terms and Conditions -- Commercial Items, applies to this acquisition.
14. 52.203-18, Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (JAN 2017)
15. 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2016)
16. 52.219-14 Limitations on Subcontracting (NOV 2011)
17. 52.232-1 Payments (APR 1984)
18. 52.232-18 Availability of Funds (APR 1984)
19. 52.232-19 Availability of Funds For The Next Fiscal Year (APR 1984)
20. 52.232-34. Payment by Electronic Funds Transfer Other than System for award Management.
21. 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)
22. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
23. 52.233-1 Disputes (MAY 2014)
24. 52.252-2 Clauses Incorporated by Reference (FEB 1998)
25. (FAR) <http://www.acquisition.gov/far/index.html>
26. (VAAR) <http://www.va.gov/oal/library/vaar/index.asp>
27. FAR 52.252-6 Authorized Deviations in Clauses.
28. VAAR 852.203-70 Commercial Advertising (JAN 2008)
29. VAAR 852.211-73 Brand Name or Equal (JAN 2008)
30. VAAR 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (DEC 2009)
31. VAAR 852.273-74 Award Without Exchanges (Jan 2003)
32. LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Asides. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

33. VAAR 852.232-72 Electronic Submission of Payment Requests (NOV 2012)

## Amendment 00004, Request for Quote: 36C10E18Q0079

34. VAAR 852.237-70 Contractor Responsibilities (APR 1984)
35. VAAR 852.246-71 Inspection (JAN 2008)
36. VAAR 852.252-70 Solicitation Provisions or Clauses Incorporated by Reference (JAN 2008)
37. VAAR 852.246-70 Guarantee (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of Manufacture Warranty, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.
38. VAAR 852.270-1 Representatives of Contracting Officers (Jan 2008)
39. Clause 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (JAN 2017)
  - 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
  - 52.217-8 Option to Extend Services (NOV 1999)
  - 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
  - 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
  - 52.222-3 Convict Labor (JUNE 2003)
  - 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)
  - 52.222-21 Prohibition of Segregated Facilities (APR 2015)
  - 52.222-26 Equal Opportunity (SEPT 2016)
  - 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
  - 52.222-50 Combating Trafficking in Persons (MAR 2015)
  - 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)
  - 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
  - 52.225-1 Buy American--Supplies (MAY 2014)
  - 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
  - 52.232-34 Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013)
40. Quotations are due 5 February 2018 by 5:00 PM Eastern Standard Time. The vendor must be active in SAM and verified as a SDVOSB in Vetbiz.gov to receive an award. Vendor is to ensure the following information is on their written quote: Unit Price, Extended Price, Grand Total, Prompt Payment Terms, Correct Remittance Address, Cage Code, Duns Number, Tax Identification Number, Full Name and Telephone Number of Vendor's Point of Contact. Included with each quote, the Offeror is to provide descriptive literature and detailed specifications. Contractor shall provide information demonstrating that the contractor is an authorized dealer of the quoted manufacturer. Failure to provide any of this information or providing inadequate or unclear information will result in the quote being rated unsatisfactory and ineligible for award.
41. Quotations shall be submitted electronically to email address [Raymond.tracey@va.gov](mailto:Raymond.tracey@va.gov) . Quotes must be received before date and time stated for receipt and must be identified by request for quote **#36C10E18Q0079. Contractors bear the burden of ensuring that quotes, and any applicable amendments, attachments are emailed on time and received by the Contracting**

**Officer. All pages of the quote must be emailed before the deadline specified in this solicitation.**

42. 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.
43. 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).
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.

#### **49. SECURITY INCIDENT INVESTIGATION**

- a. 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.
- b. 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.
- c. 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.
- d. 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.

#### **50. 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.

**51. CONTRACTOR RULES AND BEHAVIOR**

Contractor agrees to abide by these terms and account for the “I” and “my” and “me” used in these rules.

- a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.
- c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.
- d. Systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.
- e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).
- f. I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.
- g. I understand I must comply with VA’s security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer. If the contractor believes the policies and guidance provided by the Contracting Officer is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.
- h. I will report suspected or identified information security/privacy incidents to the Contracting Officer and to the local ISO or Privacy Officer as appropriate.

**52. GENERAL RULES OF BEHAVIOR**

- a. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job. The following rules apply to all VA contractors. I agree to:
- b. Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.
- c. Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.
- d. I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.
- e. Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.
- f. Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the Contracting Officer or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.
- g. Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.
- h. Grant access to systems and information only to those who have an official need to know.
- i. Protect passwords from access by other individuals.
- j. Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.
- k. Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.
- l. Follow VA Handbook 6500.1, Electronic Media Sanitization to protect VA information. I will contact the Contracting Officer for policies and guidance on complying with this requirement and will follow the Contracting Officer's orders.
- m. Ensure that the Contracting Officer has previously approved VA information for public dissemination, including e-mail communications outside of the VA as

- appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.
- n. Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the Contracting Officer.
  - o. Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the Contracting Officer.
  - p. Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the Contracting Officer for policies and guidance on complying with this requirement and will follow the Contracting Officer's orders regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with VA.
  - q. Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the Contracting Officer.
  - r. Understand that restoration of service of any VA system is a concern of all users of the system.
  - s. Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

**53.ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES**

- a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.
- b. Remote access to non-public VA information technology resources is prohibited from publicly- available IT computers, such as remotely connecting to the internal VA network from computers in a public library.
- c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the Contracting Officer.
- d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

**STATEMENT ON LITIGATION**

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

**ACKNOWLEDGEMENT AND ACCEPTANCE**

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

\_\_\_\_\_  
Print or type your full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor's Company Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Office Phone

See attached document: A00004 Final SOW XEROX PM SVC.

See attached document: A00004 inventory of Copiers/Usage Ave.

See attached document: A00004 Vendorization Form VA10091.