This is a combined synopsis/solicitation for commercial services and is prepared in accordance with the format in <u>Subpart 12.6</u>, as supplemented with additional information included in this notice, 38 U.S.C. § 8127(i) this action is being issued This solicitation is being issued as a tiered evaluation for SDVOSB concerns, or in the alternative, a tiered evaluation for VOSB concerns, or in the alternative, a set-aside for other small business concerns with HUB Zone small business concerns and 8(a) participants having priority. If award cannot be made, the solicitation will be cancelled and the requirement resolicited.

This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The government anticipates a single (all or none), firm fixed price award. A quotation is not an offer and, consequently, cannot be accepted by the Government to form a binding contract. Therefore, issuance by the Government of an order in response to a supplier's quotation does not establish a contract. The order is an offer by the Government to the supplier to buy certain supplies or services upon specified terms and conditions. A contract is established when the supplier accepts the offer

- I. The solicitation number is 36C10E18Q0122. This acquisition is issued as a Request for Quote (RFQ).
- **II.** The solicitation incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-974 effective January 24, 2018.
- III. This procurement is being issued as "TIERED EVALUATIONS INCLUDING SMALL BUSINESS CONCERNS".
- IV. The solicitation incorporates provisions and clauses in effect through **Federal Acquisition Circular 2005-97**, effective **January 24, 2018**.
- V. The applicable NAICS Code for this solicitation is 811212 with a Small Business standard of \$27.5 million dollars
- VI. The North Atlantic District Team requests responses from qualified sources capable of providing the following items and services: FOB Destination pricing and the government request most favored customer discounts.
- **VII.** If you quote an "or equal" it must be accompanied by associated specification worksheet that demonstrates it is equal to or greater than the item requested.
- VIII. Wage Determination: WD 15-4315 (Rev.-6) First Posted on 01/16/2018.

IX. SCHEDULE PAGE PRICE QUOTE

ITEM NUMBER	DESCRIPTION	QTY	U/I	U/P	AMOUNT
0001	BASE YEAR: Purchase and install one (1) (Brand Name or Equivalent) MAIL METER MACHINE - PITNEY BOWES CONNECT SEND/PRO P2000 MAIL MACHINE (SOFTWARE & EQUIPMENT).	1	EA		
	Contract Period: Base Year POP Begin: Date of Award (DOA) POP End: 04-01-2019 (ESTIMATED)				
1001	OPTION YEAR 1: METER RENTAL AGREEMENT and SERVICE & MAINTENANCE PLAN (for meter mail machine - CLIN 1001) - To include the cost of all labor, transportation, materials, equipment, replacement parts, (no consumables are required) and necessary supervision to provide: - Monthly postage meter rental agreement - Equipment emergency service and maintenance - Annual equipment preventative maintenance plan CONTRACT PERIOD: OPTION YEAR I POP BEGIN: 04/01/2019 POP END: 03/31/2020	12	MO		
2002	OPTION YEAR 2: METER RENTAL AGREEMENT and SERVICE & MAINTENANCE PLAN (for meter mail machine - CLIN 2002) - To include the cost of all labor, transportation, materials, equipment, replacement parts, supplies (no consumables are required) and necessary supervision to provide: - Monthly meter rental agreement - Equipment emergency service and maintenance - Annual equipment preventative maintenance plan CONTRACT PERIOD: OPTION YEAR II POP BEGIN: 04/01/2020 POP END: 03/31/2021	12	MO		

3003	OPTION YEAR III: METER RENTAL AGREEMENT and SERVICE & MAINTENANCE PLAN (for meter mail machine – (CLIN 3003) - To include the cost of all labor, transportation, materials, equipment, replacement parts, supplies (no consumables are required) and necessary supervision to provide: - Monthly meter rental agreement - Equipment emergency service and maintenance - Annual equipment preventative maintenance plan CONTRACT PERIOD: OPTION YEAR III POP BEGIN: 04/01/2021 POP END: 03/31/2022	12	MO		
				GRAND TOTAL ALL YEARS	

Χ.	The Contractor shall furnish all management, supervision, tools, parts and labor to provide one Pitney Bowes
	SendPro P2000 system or equal to the Department of Veterans Affairs, VBA Regional Office, Poff Federal
	Building at 210 Franklin Rd, Floor 11 room 1123, Roanoke VA, 24011.

XI.	Period of Performance:	Base Year effective date of award to 03-31-2019
AI.	Penou oi Penonnance.	pase teal effective date of award to 05-51-2019

Option year I	04-01-2019 to 03-31-2020
Option year II	04-01-2020 to 04-01-2021
Option year III	03-19-2021 to 03-18-2022

Delivery to: The Department of Veterans Affairs, VBA Regional Office, Poff Federal Building at 210 Franklin Rd, Floor 11 room 1123, Roanoke VA, 24011.

Company Name:
Company DUNS Number:
Company Tax ID Number:
Point of contact:
Telephone:

XII. FAR 52.212-1, Instructions to Offerors – Commercial Items (OCT 2016), applies to this solicitation. The following provisions are added as addenda:

52.203-98	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)(FEB 2015)
52.252-5	Authorized Deviations in Provisions (APR 1984)
852.252-70	Solicitation provisions or clauses incorporated by reference (JAN 2008)
52.252-1	Solicitation Provisions Incorporated By Reference (FEB 1998). The full text of the Federal Acquisition Regulations (FAR) and Veterans Affairs Acquisition Regulations supplement (VAAR) can be accessed on the Internet at:
	http://www.acquisition.gov/far/index.html (FAR) http://www.va.gov/oal/library/vaar/index.asp (VAAR)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)

XIII. FAR 52.212-2, Evaluation -- Commercial Items (OCT 2014), applies to this solicitation. FSMA Plan to meet the Government's requirement, Past-performance and price. Technical and past performance; when combined, are less important than price.

In accordance with 38 U.S.C. § 8127(i), Tiered Evaluations (Cascading)

- (1) Evaluate the offers, if any, submitted by SDVOSB concerns. If no offers were submitted by SDVOSB concerns, or if none of the offers would result in award at a fair and reasonable price that offers best value to the United States, withdraw the SDVOSB set-aside, document the basis for not making an award within this tier as prescribed in subsection (f) below, and proceed to the set-aside for VOSB concerns.
- (2) Evaluate the offers, if any, submitted by VOSB concerns. If no offers were submitted by VOSB concerns, or if none of the offers would result in award at a fair and reasonable price that offers best value to the United States, withdraw the VOSB set-aside, document the basis for not making an award within this tier prescribed in subsection (f) below, and proceed to the set-aside for other small business concerns set forth in each subsequent tier.
- (3) Evaluate the offers, if any, submitted by other small business concerns. If no offers were submitted by other small business concerns, or if none of the offers would result in award at a fair and reasonable price that offers best value to the United States, cancel the solicitation, document in a memorandum for record the basis for cancelation, and resolicit as an unrestricted procurement.

Basis for Award: Even if only one proposal is received and evaluated in a tier, the Contracting Officer should make award to that offeror if the proposal meets the requirements of the solicitation and the proposed price is fair and reasonable in accordance with FAR § 19.502-2, VAAR § 819.7005(a), VAAR § 819.7006(c). However, if a Contracting Officer determines that award within a tier is not possible for any reason, including but not limited to lack of responsiveness to the solicitation, responsibility matters, exclusion due to suspension or debarment or unreasonable pricing, the Contracting Officer shall fully document the basis for that conclusion

in the contract file, follow any required procedures, indicate that the set-aside at that tier is being withdrawn, and then consider offers received at the next set-aside tier.

Award decision will be based on the lowest evaluated price from the responsible offeror whose quote was "responsive" and found to be satisfactory based on the considerations stated above. The Government intends to make Award on an all or none basis to the offeror presenting the Best Value. All offerors shall have an active System for Award Management. SDVOSB and VOSB and SB concerns must be registered in the System for Award Management (SAM). SDVOSB and VOSB concerns must be registered in the Center for Verification and Evaluation (CVE) to verify Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) and Veteran-Owned Small Businesses status. SDVOSB, VOSB and SB concerns DUNS numbers shall "NOT" be listed "The Excluded Parties List System (EPLS), if listed then the concern is ineligible to receive an award.

- 1) The Government will determine an Offeror's responsibility IAW FAR 9.104-1. In doing so, the Offeror is requested to provide a FSMA Plan in 2 pages or less, pdf format how you intend to fulfill the scope of work.
- a) The FSMA Plan shall be no more than two pages, plan shall be submitted in word format only or pdf. Submission will provide the Offeror the opportunity to express in writing your understanding of enclosed SOW, to include maintenance of associated UPS Battery Components. Additionally, the contractor shall acknowledge that all maintenance professionals assigned to provide maintenance in support of this contract shall be performed by certified qualified technicians.
- b) Price- Evaluated to determine that the proposed price is fair and reasonable.
 - (i) Price Fair and Reasonable will be based in accordance with FAR Subpart 13.106-3(a). As part of Price Evaluation: the Government will evaluate its option to extend services (see FAR 52.217-8) by adding six (6) months to the offeror's total price. Offeror is required only to price the base, and four 1-year option periods. Offeror shall not submit a price for the potential six (6) month extension of services period. The Government may choose to exercise the Extension of Services at the end of the option period, utilizing the same rates as the last six months of the last option period.
 - (ii) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base period of performance. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced (i.e. the base period pricing is significantly higher than the option period pricing or an option period pricing is significantly greater than the base period pricing). Evaluation of options shall not obligate the Government to exercise the options.
 - (iii) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- XIV. Addendum to 52.212-2 Evaluation—Commercial Items Method of Award in accordance with 38 U.S.C. § 8127(i). "Tiered evaluations for small business concerns" As follows:

- a. Prospective SDVOSB/VOSB offerors must be a verified SDVOSB/VOSB concern in the VA Center for Verification and Evaluation (CVE) Veteran Information Pages (VIP) pages at the date and time set for receipt of offers.
- b. Any award(s) resulting from this solicitation will be made using the following cascading order of precedence. Offers shall clearly record their business size and all business preference categories (i.e. SDVOSB, VOSB, HubZone, WOSB, Large Business, etc.) on the cover page of the offer. As a minimum, this cover page shall also include the following: Business name, Address, DUNS Number, Name, phone number, and email address for the Primary Point of Contact, Tax Identification Number, and your GSA contract number if applicable to this service. This cover page is a mandatory element of your offer as the offers will only be reviewed in accordance with the below criteria:
 - a. Evaluation of offers will be evaluated first those submitted by SDVOSB concerns. If no offers were submitted by SDVOSB concerns, or if none of the offers would result in award at a fair and reasonable price that offers best value to the United States, withdraw the SDVOSB set-aside, document the basis for not making an award within this tier and proceed to the set-aside for VOSB concerns.
 - b. Evaluation of, if any, submitted by VOSB concerns. If no offers were submitted by VOSB concerns, or if none of the offers would result in award at a fair and reasonable price that offers best value to the United States, withdraw the VOSB set-aside, document the basis for not making an award within this tier and proceed to the set-aside for other small business concerns set forth in each subsequent tier.
 - c. Evaluate the offers, if any, submitted by other small business concerns. If no offers were submitted by other small business concerns, or if none of the offers would result in award at a fair and reasonable price that offers best value to the United States, cancel the solicitation, document in a memorandum for record the basis for cancelation, and resolicit as an unrestricted procurement

End of Addenda to FAR 52.212-2

- XV. FAR 52.212-3, Offeror Representations and Certifications Commercial Items (JUL 2016) applies to this solicitation. The offeror has completed the annual representations and certifications electronically via the System for Award Management (SAM) Web site accessed through http://www.sam.gov/portal. 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 NONE.
- **XVI.** FAR 52.212-4, Contract Terms and Conditions Commercial Items (May 2015) applies to this solicitation. The following clauses are added as addenda:

52.203-99 Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02) (FEB 2015)

52.217-5 Evaluation of Options (July 1990)

Reserved

52.217-8 52.217-9	Option to Extend Services (NOV 1999) Option to Extend the Term of the Contract (MAR 2000)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.233-1	Disputes (MAY 2014)
52.252-6	Authorized Deviations in Clauses (APR 1984)
852.203-70	Commercial Advertising (JAN 2008)
852.219-10	VA Notice of Total Service Disabled Veteran-Owned Small Business Set-Aside (JUL 2016)
852.219-11	VA Notice of Total Veteran-Owned Small Business Set-Aside (JUL 2016)
	001 AL-11-15-A Limitations on Subcontracting – Monitoring and Compliance (JUNE 2011)
852.232-72	Electronic Submission of Payment Requests (NOV 2012)
852.237-70	Contractor Responsibilities (APR 1984)
52.252-2	Clauses Incorporated by Reference (FEB 1998). The full text of the Federal Acquisition Regulations (FAR) and Veterans Affairs Acquisition Regulations supplement (VAAR) can be accessed on the Internet at:

http://www.acquisition.gov/far/index.html (FAR) http://www.va.gov/oal/library/vaar/index.asp (VAAR)

52.204-18	Commercial and Govern	ment Entity Code Maintenance (JULY 2015)
52.232-18	Availability of Funds (AF	R 1984)
52.232-19	Availability of Funds for	the Next Fiscal Year (Apr 1984)
52.232-40	Providing Accelerated P	ayments to Small Business Subcontractors (DEC 2013)
	52.237-2Protection of G	overnment Buildings, Equipment and Vegetation (APR 1984)
	VAAR 852.211-73	Brand name or Equal (Jan 2008)
	VAAR 852.232-72	Electronic Submission of Payment Requests (Nov 2012)
	VAAR 852.237-70	Contractor Responsibilities (APR 1984)
	VAAR 852.246-71	Inspection (JAN 2008)
	VAAR 852.252-70	Solicitation Provisions or Clauses Incorporated by Reference (JAN 2008)
	VAAR 852.273-74	Award without Exchanges (Jan 2003)
	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.

- **XVII.** 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (NOV 2016)
 - (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

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52.233-3	Protest After Award (AUG 1996) (31 U.S.C. 3553).
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77
	and 108-78) (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

Paragraph b clauses applicable:

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
52.219-6	Notice of Total Small Business Set Aside (NOV 2011)
52.219-28	Post-Award Small Business Program Representation (JUL 2013)
52.222-3	Convict Labor (JUN 2003)
52.222-18	Certification Regarding Knowledge of Child Labor for listed End Products
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 (APR 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-1	Buy American-Supplies (May 2014)
52.225-3	Buy American –Free Trade Agreements—Israeli Trade Act (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)
52.222-41	Service Contract Labor Standards (MAY 2014)
52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment
32.222 43	(Multiple Year and Option Contracts) (May 2014)
52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
52.222-26	Equal Opportunity (Sep 2016)
32.222 20	Equal Opportunity (Sep 2010)

(j) EFT information. The Contractor shall provide the following information to the designated

office. The Contractor may supply this data for this or multiple contracts (see paragraph (b)

of this clause). The Contractor shall designate a single financial agent per contract capable

of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the

Contractor official authorized to provide this information.

- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's

financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution

receiving the wire transfer payment if the Contractor's financial agent is not directly online

to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

XVIII. N/A

- XIX. The Defense Priorities and Allocations System (DPAS) is not applicable to this acquisition.
- XX. The Government intends to award a firm fixed price contract resulting from this combined Synopsis/Solicitation. All offerors must be registered in the System for Award Management (SAM) prior to award (www.sam.gov). Quotes are being requested and a written solicitation will not be issued. Paper copies of this solicitation will not be issued and telephone requests or fax requests for the solicitation will not be accepted.

Quotes must include company name, company DUNS number, company Tax ID number and point of contact information. All responsible sources should submit quotes to Raymond Tracey via e-mail: Raymond.tracey@va.gov by WEDNESDAY, March 19, 2018 @ 5:00PM, EST. Contractors bear the burden of ensuring that quotes, and any applicable amendments, are emailed on time. All pages of the quote must be emailed before the deadline specified in this solicitation.

XXI. For additional information, please contact the Contracting Officer, Raymond Tracey, by e-mail at Raymond.tracey@va.gov

NOTE: Quotes must include company name, company DUNS number, company Tax ID number and point of contact information. It is your responsibility to ensure any transmission of information is received by the Office of Acquisition. Please review documents before asking any questions. Questions shall be submitted within 48 hrs after issuance of RFQ. All questions must be submitted in writing via email to Raymond.tracey@va.gov with cc to Stuart.Stovall@va.gov. No phones calls please. Mr. Tracey will be unavailable during the period of 8 March 2018 through 16th March 2018.

XXII.

Mail Metering Equipment and Maintenance SOW

Background:

The Roanoke Regional Office has a requirement for purchasing a new mail metering machine and a maintenance contract. Request Purchase, install, disposal of existing equipment and three year PM service after initial warranty period of purchased system.

Place of Performance:

The Department of Veterans Affairs, VBA Regional Office, Poff Federal Building at 210 Franklin Rd, Floor 11 room 1123, Roanoke VA, 24011.

- 1. POC: Laurie Adams, IPC Coach 540-597-1412 <u>Laurie.Adams@va.gov</u> whom is in charge of the mailroom.
- The Roanoke Regional Office requires that the machine be delivered, set up, an instructional or training to the primary POC and a alternate to go over operation of equipment and whom to contact for services and supplies (i.e. ink for meter, moistener for envelop sealer) with the POC. At the Poff Federal Building Floor 11 room 1123, 210 Franklin RD, Roanoke VA 24011
- 3. All of the old Pitney Bowes mail metering equipment is to be removed and disposed of by installer. Items are as follows
 - a. Mail Metering System model # DW20 serial # 0002929
 - b. Power Sorter model # U700 serial # 3302276
 - c. Report Printer serial # 0017167
 - d. Scale model # MP49 serial # 0025310
- 4. Loading dock is located on the east side of the building

SOW/Deliverables:

The contractor shall provide the equipment and deliver to the address above. The Contractor will work with the POC Laurie Adams, IPC Coach. The government will purchase consumable supplies like ink, labels and sealing solution on an as needed basis with government credit card.

- 1. Provide 1 Pitney Bowes SendPro P2000 or equivalent.
- 2. 70 lbs. scale
- 3. 15" monitor
- 4. Report Printer
- 5. Power Stacker
- 6. No color printing
- 7. Barcode Scanner
- 8. Postage Meter
- 9. Size 84" L x 25" D x 26" H or comparable will fit through our doors and in our designated space for the metering equipment

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- 10. Vendor will provide at the above location to at least one Government primary operator and at least one additional alternate operator.
- 11. 160 letter per minute or better in batch mode based on 1oz #10 envelopes
- 12. 95 letters per minute or better while using weight and size based metering based on 1oz #10 envelopes
- 13. Max envelope thickness batch processing and sealing of at least 5/8 inch or better
- 14. Unit will need to connect to the Internet via a high speed data connection
- 15. 15 inch High resolution monitor with touchscreen input capability
- 16. Wireless Keyboard
- 17. Integrated weighing platform to accommodate up to 70 pounds
- 18. Roll Tape Dispenser
- 19. Power stacker for the machine
- 20. 100 department accounting
- 21. Report Printer
- 22. Integrated IMpb compliant label printer
- 23. It is a requirement that the equipment and associated technology be able to take advantage of full service IMpb through the USPS including Commercial Based Pricing Discounts, providing end-to-end tracking information, get status from every scan point, Free Insurance on Priority Mail™ and Priority Mail Express and keeping compliant for future USPS® features, products, and services directly through the mail machine without having to connect a separate PC to the network.
- 24. Proposed equipment and associated technology allows the Government to fund one postage metering account to cover all US Postal Service transactions processed by all equipment at this location
- 25. Equipment and associated technology meets US Federal Government Mandate to be IPv6 compliant.
- 26. Equipment and associated technology meets US VA Mandate to be SFTTP
- 27. The equipment must have the ability to create full service IMpb labels so the VA can take advantage of Commercial Based Pricing discounts offered by the USPS.
- 28. Vendor shall deliver to: The Department of Veterans Affairs, VBA Regional Office, Poff Federal Building at 210 Franklin Rd, Floor 11 room 1123, Roanoke VA, 24011
- 29. Delivery will be performed during regular office hours of 8:00am -3:30pm, Monday Friday, excluding Federal Holidays, on a date to be agreed upon between the Government and the vendor.
- 30. Delivery will be made by a truck with an operating lift gate as the delivery location has a loading dock.
- 31. Changes to Statement of Work:
 - a. Any changes to this SOW shall be authorized and approved only through written correspondence from the contracting officer (CO). A copy of each change will be kept in the project folder along with all other products of the project. Costs incurred by the contractor through actions of parties other than the CO shall be borne by the contractor.

The Maintenance Contract Requests:

- 1. Upgrades to software and firmware as required
- 2. Covers maintenance calls and parts
- 3. Shall provide all maintenance, parts, software, except consumables to keep the equipment up to manufacturer specifications
- 4. Must evaluate and/or perform repairs same day as call for repair
- 5. Must give the POC all pertinent info regarding what needs to be done, list of parts, when it is expected be up and running.
- 6. Include at least 1 regularly scheduled visit per year to perform routine maintenance on the equipment.

- 7. All services must be performed by a trained qualified technician whom is familiar with purchased equipment.
- 8. A written service report and preventative maintenance reports shall be submitted and provided to the POC.

Cancellation of Services:

The Government reserves the right to cancel whole or in part services or the entire task order. Cancellation will be communicated and executed by issuance of a supplemental agreement modification to the task Order in accordance with the terms and conditions of the providers GSA Federal Supply Schedule if applicable.

Government Responsibilities:

The POC Laurie Adams will be the primary point of contact and provide information and resources in a manner to maintain contract continuity. Additionally this person will receipt for deliverables as a result of this contract. The Department of Veterans Affairs, VBA Regional Office, Poff Federal Building at 210 Franklin Rd, Floor 11 room 1123, Roanoke VA, 24011

Billing:

- 1. Services performed under this contract will be billed upon completion.
- 2. The contractor shall provide an invoice that will include:
 - i. Contract Number
 - ii. Company Name and Address
 - iii. Invoice Date
 - iv. Invoice Number (Note: Each invoice must have a different Invoice Number)
 - v. Description of items/services provided as well as referencing the appropriate Contract Line Item Number (CLIN). This way the proper CLIN can be billed for the Invoice.
 - vi. Terms for any discount for prompt payment
 - vii. Name, title and phone number of company point of contact to notify in case of a defective invoice

As always, this contract is contingent on the availability of funds, and can be modified or ended due to convenience of the government

Federal Holidays Observed:

If the federal holiday falls on a Sunday it is observed on the following Monday and If it falls on a Saturday it is observed on the Friday.

- 1. New Year's Day January 1st
- 2. Martin Luther King jr's Birthday January 15th
- 3. Washington's Birthday February 19th
- 4. Memorial Day Last Monday in May
- 5. Independence Day July 4th
- 6. Labor Day First Monday in September
- 7. Columbus Day Second Monday in October
- 8. Veterans Day November 11th

- 9. Thanksgiving 4th Thursday in November
- 10. Christmas Day December 25th

SAFETY: Contractor shall comply with any OEM recommended safety standards for the system quoted.

EQUIPMENT: The Contractor shall provide all safety equipment/devices, personal protective equipment and clothing as required for its employees.

COMPLIANCE WITH LAWS: Contractor represents and warrants that the performance of this contract and the furnishing of goods or services required shall be in accordance with the manufacturers recommendations in the owner's manual provided (OEM). Contractor shall comply with all applicable standards, provisions and stipulations of all pertinent Federal, State or Authority laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act, the National Environmental Policy Act, and the Occupational Safety and Health Acts.

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

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.

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.

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.

CONTRACTOR RULES AND BEHAVIOR

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

- e. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.
- f. 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.
- g. 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.
- h. 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.
- 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).
- j. 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.
- k. 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.
- I. I will report suspected or identified information security/privacy incidents to the Contracting Officer and to the local ISO or Privacy Officer as appropriate.

12. 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.
- I. 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.
- 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 antivirus, 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.

13. 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	