



U.S. GOVERNMENT PUBLISHING OFFICE  
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

*On-Site Production Print Operators*

as requisitioned from the U.S. Government Publishing Office (GPO) by the

U.S. Department of Veterans Affairs (VA)  
VA Hines Information Technology Center (VAHITC)  
Peripheral Equipment Operations (PEO) Support

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning Date of Award and ending March 31, 2017, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC, time, on April 14, 2016.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-848, Stop: CSPS, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC, time, Monday through Friday. The contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

**NOTICE TO BIDDERS:** Bidders are instructed to adhere to all requirements of the solicitation. Special attention is directed to the following provisions:

Service Contract Act of 1965 (specified herein)  
Notice to Employees (see Attachment A)  
Walsh-Healey Public Contracts Act (see Attachment B)

**THIS IS A NEW PROGRAM. THERE IS NO ABSTRACT AVAILABLE.**

For information of a technical nature, call James Patterson at (202) 512-2132; or email [jpatterson@gpo.gov](mailto:jpatterson@gpo.gov).

## SECTION 1. – GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>.

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at [www.gpo.gov/pdfs/vendors/contractdisputes.pdf](http://www.gpo.gov/pdfs/vendors/contractdisputes.pdf).

**SUBCONTRACTING:** Subcontracting is NOT allowed.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “EXTENSION OF CONTRACT TERM” clause. See also “ECONOMIC PRICE ADJUSTMENT” for authorized pricing adjustment(s).

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to March 31, 2017, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted “Consumer Price Index For All Urban Consumers – Commodities less Food” (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending December 31, 2015, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**PREAWARD SURVEY:** In order to determine the responsibility of the contractor, the Government reserves the right to conduct a preaward survey by requiring evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

Additionally, as part of the preaward survey, the Government will determine the following:

1. General. Contract shall be awarded to the responsible prospective contractor only.
2. Responsible Contractor. A responsible contractor is one who meets the minimum standards set forth in paragraph 4 below to the extent that such standards are applicable to the specific procurement.
3. Authority. The authority for determinations of contractor responsibility/non-responsibility rests with the Contracting Officer over whose signature the award of a contract is to be made.
4. Minimum Standards for Responsible Prospective Contractors. A prospective contractor must meet the standards set forth below to the extent applicable to the specific procurement.

The prospective contractor shall:

- (a) have adequate financial resources, or the ability to obtain adequate financial resources to perform the contract;
- (b) be able to comply with the proposed delivery or performance schedule, taking into consideration other existing commitments, commercial as well as Governmental;
- (c) have a satisfactory record of performance in regard to both quality and timeliness on previously awarded contracts. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the Contracting Officer determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The Contracting Officer shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.
- (d) possess, or have the ability to obtain, the necessary experienced personnel to perform the predominant contract requirement.
- (e) have the flexibility to work multiple shifts (i.e., 24/6 or 24/7, as needed) according to production levels.
- (f) be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**PREAWARD QUALITY CONTROL PLAN:** The prospective contractor shall present, in writing, to the Contracting Officer within five (5) workdays of being notified to do so by the Contracting Officer or his/her representative, a detailed Quality Control Plan. The workday after notification to submit will be the first day of the schedule. If the Government requests additional information after review of the plan, the contractor must submit an updated plan within two (2) workdays of request.

**This proposed plan is subject to review and approval by the Government and award will not be made prior to approval of same. The Government reserves the right to waive this plan.**

The Quality Control Plan shall explain, at a minimum, how the contractor will meet the requirements of the contract as specified herein.

As part of the Preaward Quality Control Plan, the prospective contractor shall provide:

- At least three (3) names of firms, names of contact persons, complete addresses, and telephone numbers of such performance.
- Resumes of all prospective employees.

The Government will approve, conditionally approve, or disapprove prospective contractor employees. Approval or conditional approval shall not relieve the prospective contractor from complying with the specifications. A conditional approval shall state further action required by the contractor. A notice of disapproval shall state the reason therefore.

In the event compliance with the specifications cannot be demonstrated by the prospective contractor, he/she may be declared non-responsible.

*Option Years* – For each option year that may be exercised, the contractor will be required to re-submit, in writing, the above plans detailing any changes and/or revisions that may have occurred. The contractor should be prepared to submit these plans to GPO within five (5) calendar days of notification of the option year being exercised.

If there are no changes/revisions, the contractor will be required to submit to the Contracting Officer a statement confirming that the current plans are still in effect.

**WORK AREA RESTRICTIONS:** The contractor shall observe the Government regulations regarding trespassing into areas outside of those authorized for their work, such as security areas. Information gained through the work to be performed shall not be divulged outside of the ordering agency or used for personal gain.

**ON-SITE CONTRACTOR PERFORMANCE:** During all operations on Government premises, the contractor will comply with the rules, regulations, and procedures governing the conduct of personnel as expressed by the VA's written and/or oral procedures.

**INSURANCE LIABILITY:** Since the work required by the resulting contract will be performed within a Government establishment, the contractor is required to have sufficient insurance to hold and save the Government and the Government employees free and harmless from liability of any nature occasioned by their operations.

## **SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim – October 2008):**

The contractor and their personnel shall be subject to the same Federal laws, regulations, standards, and VA policies as VA personnel regarding information and information system security. These include, but are not limited to Federal Information Security management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's national Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's website at: <http://checklists.nist.gov/>.

To ensure that appropriate security controls are in place, contractors must follow the procedures set forth in the "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following website: <http://www.iprm.oit.va.gov/>.

### ***VA information and Information System Security/Privacy Requirements –***

Contractors must follow policies and procedures outlined in VA Directives 6500, *Information Security Program* and its handbooks to ensure appropriate security controls are in place.

### ***Access to VA Information and VA Information System –***

1. A contractor shall request logical (technical) and/or physical access to VA information and VA information systems for employees only to the extent necessary: (1) to perform the services specified in the contract; (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract; and, (3) for individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to have access to the same type of VA information.
2. All contractor employees working with VA Sensitive Information are subject to the same investigative requirements as those of regular VA appointees or employees who have access to the same types of information. The level of background security investigation will be in accordance with VA Directive 0710, Handbook 0710, which are available at: <http://www1.va.gov/vapubs/> and VHA Directive 0710 and implementing Handbook 0710.01 which are available at: <http://www1.va.gov/vhapublications/index.cfm>. Contractors are responsible for screening their employees. The following are VA's approved policy exceptions for meeting VA's background screenings/investigative requirements for certain types of contractors:
  - Contract personnel not accessing VA information resources such as personnel hired to maintain the medical facility grounds; construction contracts; utility system contractors; etc.
  - Contract personnel with limited and intermittent access to equipment connected to facility networks on which no VA sensitive information is available, including contractors who install, maintain, and repair networked building equipment, such as fire alarm; heating, ventilation, and air conditioning equipment; elevator control systems, etc. If equipment to be repaired is located within sensitive areas of a VA facility (e.g., computer room/communications closets), VA IT staff must escort contractors while on site.
3. Contract personnel who require access to national security programs must have a valid security clearance. The National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry safeguards the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. Defense Security Service (DSS) administers the NISP on behalf of the Department of Defense and 23 other federal agencies within the Executive Branch. VA will verify clearance through DSS.

***Information System Security –***

The contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations. The contractor's firewall and web server shall meet or exceed the Government minimum requirements for security. All Government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA representative and the VBA headquarters Information Security Officer as soon as possible. The contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification accreditation.

***VA Information Custodial Requirements –***

1. Information made available to the contractor by VA for the performance and/or administration of this contract or information developed by the contractor in performance and/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 Contracting Officer. This clause expressly limits the contractor's rights to use data as described in Rights in Data - General, Federal Acquisition Regulation (FAR) 52.227-14(d) (1).
2. Information generated by a contractor as a part of the contractor's normal business operations, such as medical records created in the course of providing treatment, is subject to a review by the Office of General Counsel (OGC) to determine if the information is the property of VA and subject to VA policy. If the information is determined by OGC to not be the property of VA, the restrictions required for VA information will not apply.
3. VA information will NOT be commingled with any other data on the contractor's information systems/media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. VA also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with VA policy requirements.
4. Prior to termination or completion of this contract, the contractor will not destroy information received from VA or gathered or created by the contractor in the course of performing this contract without prior written approval by VA. Any data destruction done on behalf of VA by a contractor 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*, and applicable VA Records Control Schedules. These Directives are available at: <http://www1.va.gov/vapubs/>.
5. The contractor will 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. Applicable Federal information security regulations include all Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). 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 after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations, and policies, including FIPS or SP, in this contract.
6. Contractors collecting, storing, or disseminating personal identifiable information (PII) or protected health information (PHI) data must conform to all pertinent regulations, laws, and VA directives related to privacy. Contractors must provide access for VA privacy reviews and assessments and provide appropriate documentation as directed.

NOTE: Personally identifiable information is defined as any information which can be used to distinguish or trace an individual's identity, such as their name, social security number, Veterans identification number, biometric records, etc., alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

7. The contractor shall not make copies of VA information except as necessary to perform the terms of the agreement or to preserve electronic information stored on contractor electronic storage media for restoration in case any electronic equipment or data used by the contractor needs to be restored to an operating state.
8. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for the Government to terminate the contract for default or terminate for cause under the GPO Printing Procurement Regulations (GPO Publication 305.3).
9. Contractor will store, transport, or transmit VA sensitive information in an encrypted form, using a VA-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard.
10. The contractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA directives are available on the VA directives Web site at <http://www1.va.gov/vapubs/>.
11. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two other situations: (1) in response to a qualifying order of a court of competent jurisdiction; or, (2) with VA's prior written approval. The contractor will refer all requests for, demands for production of, or inquiries about, VA information and information systems to VA for response.
12. Notwithstanding the provision above, the contractor shall NOT release information protected by 38 U.S.C. 5705 or 38 U.S.C. 7332 under any circumstances, including in response to a court order, and shall immediately refer such court orders or other inquiries to VA for response.
13. The contractor will not use technologies banned in VA in meeting the requirements of the contract (e.g., Bluetooth enabled devices).

#### ***Information System Design and Development –***

1. The contractor will be required to design, develop, or operate a System of Records on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.
2. The contractor agrees to –
  - a. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies the systems of records; and the design, development, or operation work that the contractor is to perform;
  - b. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,

- c. Include this Privacy Act clause, including this subparagraph c., in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
3. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.
4. "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
5. "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.
6. "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

***Security Incident Investigation –***

1. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss of, or damage to VA assets or sensitive information, or an action that breaches VA security procedures. The contractor shall immediately notify (within one (1) hour) the GPO and VA representative and simultaneously, the designated ISO/Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor has access.
2. To the extent known by the contractor, the contractor's notice to GPO and 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.
3. The contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction, including the GPO and VA Offices of the Inspector General and Security and Law Enforcement, in instances of theft or break-in or other criminal activity. The contractor and its 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, obtain monetary, or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

***Security Controls Compliance Testing*** – On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within this contract. With 10 workday's notice, at the request of the Government, the contractor will fully cooperate and assist in a Government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The Government may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by VA in the event of a security incident or at any other time.

***Security Training –***

1. All contractor employees requiring access to VA sensitive information and/or VA information systems shall complete the following before being granted access to VA networks or sensitive information:
  - Sign and acknowledge understanding of, and responsibilities for, compliance with the *National Rules of Behavior* (Attachment C) relating to access to VA information and information systems;
  - Successfully complete VA Cyber Security Awareness training and annual refresher training as required;
  - Successfully complete VA General Privacy training and annual refresher training as required; and
  - Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.
2. The contractor shall provide to the Contracting Officer a copy of the training certificates for each applicable employee (for the required training as stated above) within seven (7) calendar days of notification of contract award and annually thereafter, as required. These online courses are located at the following web site: <https://www.tms.va.gov/plateau/user/login.jsp>.
3. Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

***Contractor Personnel Security –***

1. All contractor employees who require access to the Department of Veterans Affairs' Government sites(s) and/or access to the VA's LAN systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all subcontractor personnel requiring the same access.

The level of background security investigation shall be in accordance with VA Directive 0710, dated June 4, 2010 and is available at:

[www.va.gov/securityinvestigationscenter/directives\\_and\\_regulatory\\_guidance.asp](http://www.va.gov/securityinvestigationscenter/directives_and_regulatory_guidance.asp)

***Background Investigation –***

The position sensitivity impact for this effort has been designated as **Low Risk** and the level of background investigation is **NACI**.

If the security clearance investigation is not completed prior to the start date of the contract, the employee **may work** on the contract with an initiated status while the security clearance is being processed, as specified below.

***Contractor Responsibilities –***

1. The contractor shall bear the expense of obtaining the background investigations. The cost of the background investigations is as follows: NACI - \$230.00. The VA will pay for investigations processed through the VA Security and Investigations Center and conducted by the Office of Personnel Management (OPM) in advance; however, the contractor shall reimburse the full cost of the background investigations to the VA within 30 calendar days of Bill of Collections from VA. VA shall send up to three (3) plus one (1) final delinquent notice to the contractor. If the contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by the VA to recover background investigation costs.

2. Immediately after contract award, the contractor must submit a completed OI&T Contractor Background Investigation Request Worksheet (see Attachment D) for all contract employees who will be working on this contract and who will have access to VA facilities, VA systems, or privacy data. Forms are to be submitted to the VA representative.
3. The contractor and contractor point of contact will received an email notification from SIC identifying the website link that includes detailed process and what level of background was requested. Reminder notifications will be sent if the complete package is not submitted by the due date.
4. The contractor shall prescreen all personnel requiring access to Government site(s) and/or VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration (which authorize them to work in the U.S.) and are able to read, write, speak, and understand the English language. These worksheets are to be submitted to the VA representative.
5. Contractors who have current favorable background investigation conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocity. However, it does not preclude the contractor from submitting a completed OI&T Contractor Background Investigation Request Worksheet immediately after contract award for all contract employees who will be working on this contract.
6. Contractor performance shall not commence prior to the confirmation from SIC that the investigative documents have been received, and SIC deems them complete and submits to OPM, at which time the contractor's background investigation is initiated. Once the contractor's background investigation has been initiated, contract performance may commence. The VA representative will notify and forward the contractor a copy of the Certificate of Eligibility (Form 4236) to the contractor when the investigation has been favorably completed and adjudicated.
7. The contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working on this contract.
8. Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.
9. If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an initiated status while the security clearance is being processed. However, the contractor will be responsible for the actions of those contract employees they provide to perform work for the VA. In the event damage arises from work performed by contractor personnel, under the auspices of the contract, the contractor will be responsible for resources necessary to remedy the incident.
10. Should the contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government site(s) and or VA LAN systems can be authorized.
11. The investigative history for contractor personnel working under this contract must be maintained in the databases of either the OPM or the Defense Industrial Security Clearance Organization (DISCO).

***Government Responsibilities –***

1. Upon receipt of the necessary forms, the SIC will send an email notification to the contractor identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested. The SIC will also send reminder notifications to the contractor if the complete package is not submitted by the due date.

2. Upon receipt of the investigative documents, the SIC shall review the investigative documents for completion and initiate the background investigation by forwarding the documents to OPM to conduct the background investigation. If the investigative documents are not complete, SIC will return the package to the contractor with corrective instructions.
3. The VA will pay for investigations processed through the VA SIC and conducted by OPM in advance; however, the contractor shall reimburse VA for the full cost of the background investigations as specified above.
4. The VA representative will notify and forward the contractor a copy of the Certificate of Eligibility (Form 4236) when the investigation has been favorably completed and adjudicated. The VA representative will also notify the contractor of an unfavorable adjudication by the Government.

## **ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS:**

### ***Intranet/Internet –***

1. The contractor shall comply with the U.S. Department of Veterans Affairs Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).
2. VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as “Internet”). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites, including but not limited to, full time and part time employees, contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes, but is not limited to, va.gov and other extensions such as, “.com, .eddo, .mil, .net, .org,” and personal Internet service pages managed from individual workstations.
3. VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as “Internet”). The handbook implements the policies contained in VA Directive 6102, Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), email forums, and list servers.
4. VA Directive 6102 and VA Handbook 6102 are available at:

Internet/Intranet Services Directive 6102

[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=409&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=409&FType=2)

Internet/Intranet Services Handbook 6102

[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

5. Internet/Intranet Services Handbook 6102 Change 1 – updates VA’s cookie use policy, Section 508 guidelines, guidance on posting of Hot Topics, approved warning notices, and minor editorial errors. Internet/Intranet Services Handbook 6102 Change 1 is available at:

[http://www.va.gov/vapubs/viewPublication.asp?Pub\\_ID=410&FType=2](http://www.va.gov/vapubs/viewPublication.asp?Pub_ID=410&FType=2)

6. In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser’s “sand box” are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser’s session. ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO **PRIOR** to use.

7. JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

**SECTION 508 COMPLIANCE:**

1. The contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.
2. In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2) (A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.
3. Section 508 text is available at:
  - <http://www.opm.gov/HTML/508-textOfLaw.htm>
  - <http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

**CONFIDENTIALITY AND NONDISCLOSURE:** All preliminary and final deliverables and all associated working papers, application source code, and other materials deemed relevant by the VA which have been generated by the contractor in the performance of this contract are the exclusive property of the U.S. Government and shall be submitted to the Contracting Officer or VA representative upon completion of this contract.

The Contracting Officer is the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the contractor. Any request for information relating to this contract presented to the contractor shall be submitted to the Contracting Officer for response.

Press releases, marketing material, or any other printed or electronic documentation related to this contract, shall not be publicized without the written permission of the Contracting Officer.

**POSTAWARD CONFERENCE:** Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the U.S. Government Publishing Office, Washington, DC, immediately after award.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each month of service with the contractor. The print order, when issued, will indicate the month and year to be covered and any other information pertinent to the particular order.

**ORDERING:** Services to be furnished under the contract shall be ordered by the issuance of print orders (for each month of service) by the Government. Orders may be issued under the contract from Date of Award through March 31, 2017, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" upon notification by the Government for purposes of the contract when it is electronically transmitted or otherwise physically furnished to the contractor in conformance with the schedule.

**SERVICE CONTRACT ACT OF 1965, AS AMENDED:**

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

“Contractor,” as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee,” as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

- (c) Compensation. (1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees’ authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

- (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Predecessor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to Employees. The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary, hazardous or dangerous to the health or safety of the service employees. The contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act-
    - (A) Name and address and social security number;
    - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits and total daily and weekly compensation;
    - (C) Daily and weekly hours worked by each employee; and
    - (D) Any deductions, rebates or refunds from the total daily or weekly compensation of each employee.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
  - (iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
  - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
  - (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
  - (k) Withholding of Payment and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements from completion of the work, charging the contractor in default with any additional cost.

- (l) Subcontractors. The contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The Contracting Officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

- (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525);
  - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision –
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
  - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

The contractor shall pay the determined wage rate (as specified below) and fringe benefits to all employees performing, which include annual leave and pay for holidays, as described in the Service Contract Act of 1965. The Government is not responsible for these benefits.

As established under Wage Determination No. 2015-5017, Revision no. 2:

Peripheral Equipment Operator: \$18.11 per hour

**REQUIREMENTS:** This is a service contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING." The services of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the services set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the services set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

**PRIVACY ACT NOTIFICATION:** This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties as stated in 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES. It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a, specifically, 5 U.S.C. 552a (i)(1) CRIMINAL PENALTIES and m(1) GOVERNMENT CONTRACTORS.

### **PRIVACY ACT**

(a) The contractor agrees:

- (1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
- (2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

- (3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.
- (c) The terms used in this clause have the following meanings:
- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
  - (2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
  - (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**PAYMENTS ON PURCHASE ORDER:** Each month, the contractor must submit an itemized receipt for billing of all work performed during the previous month to an authorized representative of the ordering agency for verification. After agency sign-off, contractor's billing invoice may be submitted to GPO.

When processing billing invoices for payment, contractor is to fax the completed, signed-off invoice to GPO by utilizing the GPO barcode coversheet program application. The barcode coversheet can be accessed at the following hyperlink: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>. Contractor to follow the instructions as indicated. Facsimile transmission should only be used when no samples are required with the contractor's invoice, otherwise payment will be held up while the invoice is returned to the contractor for the required sample(s).

ALL invoice packages and envelopes **MUST** be mailed to: U.S. Government Publishing Office, Comptroller, Stop: FMCE, Financial Management Service, Washington, DC 20401.

**Contractor's billing invoice must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."**

## SECTION 2. – SPECIFICATIONS

**SCOPE:** These specifications provide coverage for on-site personnel for the production and distribution of VA correspondence, reports, and other materials requiring such operations as providing personnel staff to accomplish printing/bindery operations, scanning, maintaining manual and automated print output logs, media automation and destruction (i.e., microfiche/CDs), document distribution, historical audit trails, mail room activities, and customer service related to print output and electronic delivery of letters/reports.

*For the purpose of this contract, “on-site” is defined as performing in Government facilities.*

**TITLE:** On-Site Production Print Operators.

**BACKGROUND:** The VA Hines Information Technology Center (VAHITC) Peripheral Equipment Operations (PEO) is responsible for processing and maintaining Compensation, Pension and Education (CP&E) payment, Insurance and other Applications that produce print for approximately four (4) million Veterans and their dependents. Additionally, VAHITC is responsible for providing on-line and print services to 58 regional offices and/or centers, including all VA Medical Centers, a Federal Records Center, and offices outside the continental United States (Manila and Puerto Rico).

Approximately 30 million letters are printed each year and inserted into envelopes using VA owned and maintained equipment. Another six (6) million letters are printed and bulk mailed to VA Regional Offices annually. These letters were generated by the CP&E, Vetsnet, and other miscellaneous systems processed at the Enterprise Operations facilities (VAHITC).

Large amounts of the data contained in these letters, forms, and reports are protected by the Privacy Act of 1974 and are often times sensitive due to the need for Veterans to respond within a short timeframe. The nature of the data mailed (via First Class) to Veterans is critical in that the receipt and response of this correspondence by Veterans may have a direct effect on the Veterans’ receipt of financial benefits. Any letters that are mishandled can result in critical financial benefits being cut off to elderly and disabled Veterans for whom this is their only source of income.

The contractor shall provide qualified personnel and services to staff the PEO functions of the VAHITC. The contractor will provide VAHITC with customer service request support, which includes communicating with customers and clients by way of email and telephone.

The contractor shall furnish all services required to meet the specifications, including printing on two or three VA owned Xerox (or other similar) laser/network print systems, inserting and folding on two or three owned Bowe Bell & Howell Automatic Insert Mail handlers (AIM) systems, separate reports, and forward that information to clients in accordance with instructions in Operations Division documentation. Contractor maintains responsibility for printing/bindery operations, scanning, maintaining manual and automated print output logs, media automation, and destruction (i.e., microfiche/CDs), document distribution, historical audit trails, maintenance of print/media library, mail room activities, and customer service related to print output and electronic delivery of letters/reports.

Packaging and shipping of documents will be done using small package carriers to VA Regional Office (ROs), VA Central Office (VACO), members of Congress, and other VAHITC customers nationwide.

**PLACE OF PERFORMANCE:** VA Hines Information Technology Center, Chief Operations Division, Building 215, First Avenue (North of 22<sup>nd</sup> Street), Hines, IL 60141.

**FREQUENCY OF ORDERS:** A print order will be issued each month to cover that month’s services.

**GOVERNMENT TO FURNISH:**

*Personnel Workspace:* On-site workspace for all PEO contractor personnel will be provided at Building 215, VAHITC. All PEO contractor personnel will have access to a standard workspace which includes a computer desktop, network and printer access, office supplies, phone, facsimile capabilities, and access to a copier.

*Building/Office Access:* At the discretion and approval of the Government-designated point of contact (POC), building and office access (e.g., keys, key cards, combinations) will be provided to applicable PEO contractor personnel during the initial transition.

*Storage for Personal Items:* A locked storage locker will be provided to each contractor employee to securely store personal items.

Additionally, the ordering agency will provide the necessary equipment (as specified herein) to accomplish the printing/binding, inserting/packing, and distribution requirements.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under “GOVERNMENT TO FURNISH,” necessary to furnish/produce the products in accordance with these specifications.

Contractor will provide on-site personnel to cover 24 hours, six (6) days a week, Monday through Saturday, during normal and peak printing season time. (NOTE: Peak printing season is November through March annually.) On occasion, contractor may be required to provide on-site personnel to cover 24 hours, seven (7) day a week, Monday through Sunday, when dictated by production levels. (See “STAFFING” specified herein.)

Contractor personnel must:

- Be responsive to change (e.g., software updates, VA processes), be proactive, and be able to ensure maximum continuity in mission operations.
- Coordinate effectively with the Operations management and staff to ensure operational continuity and clear performance accountability.
- To the maximum extent practicable, incorporate existing VAHITC systems and assets to promote cost efficiency and schedule responsiveness, and utilization of Government owned equipment being operated to achieve the most optimal return on previous VAHITC investments.

**CONTRACTOR EXPERIENCE REQUIREMENTS AND KEY PERSONNEL:** These skilled, experienced, technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as key personnel and are those persons whose resumes were submitted and approved (see “PREAWARD QUALITY CONTROL PLAN”).

All key personnel must have experience with all items listed under “TASKS (FUNCTIONS) AND DELIVERABLES” specified herein.

The contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without approval of the Contracting Officer and VA representative. If required, any personnel the contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel being replaced. Requests to substitute personnel shall be approved by the VA representative and the Contracting Officer. All requests for approval of substitutions in personnel shall be submitted to the VA representative and Contracting Officer 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution. The contractor shall submit a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitute. The Contracting Officer will evaluate such requests and promptly notify the contractor of approval/disapproval thereof in writing.

**STAFFING:** The contractor shall provide adequate staffing to ensure coverage 24 hours per day, six (6) days a week, Monday through Saturday (excluding Federal holidays),

On occasion, contractor may be required to provide on-site personnel to cover 24 hours, seven (7) day a week, Monday through Sunday, when dictated by production levels.

Based on historical data, there were approximately four (4) PEO personnel per shift. However, it is the contractor's responsibility to determine the number of personnel needed to meet the needs of the contract.

Standard Government work shifts are defined as follows:

- Shift 1: 7:00 a.m. to 3:30 p.m.
- Shift 2: 3:00 p.m. to 11:30 p.m.
- Shift 3: 11:00 p.m. to 7:30 a.m.

A work week is based on 40 hours per week. Any employee who works more than 40 hours per work week is entitled to overtime.

It is the contractor's responsibility to determine and establish shifts among his employees (to ensure 24/6 or 24/7 coverage, as needed) in accordance with all Federal laws.

Additionally, the contractor is responsible for ensuring that no contractor is working alone other than for short periods of time (one hour or less for breaks). This is for the personal safety as well as functional coverage of work areas, and also to ensure that there are personnel resources in order to satisfy performance objectives and respond in a timely manner to peak workload periods (November through March annually) and shifting priorities or competing initiatives.

**HUMAN RESOURCE (HR) MANAGEMENT:** The contractor is responsible for recruiting and retaining sufficient, qualified, and appropriately security-cleared personnel resources in order to satisfy performance objectives and respond in a timely manner to peak workload periods (November through March annually and shifting priorities or competing initiatives).

**DESCRIPTION OF WORK:** The contractor is responsible for the following (VAHITC or other Location):

- Operating Xerox (or other similar) Laser Print Systems to print correspondence to Veterans, ROs, and VACO.
- Inserting First Class mail into envelopes using appropriate enclosures
- Preparing bulk mail shipments to VACO and VAROs.
- Completing control logs to track processing and release of printed material.
- Preparing transmittals reporting the number of First Class mail pieces released on a daily basis.
- Performing media automation and destruction (i.e., microfiche/CDs).
- Scanning/copying and document distribution.
- Performing historical audit trails (benefit/chapter research) and providing report of results found.
- Performing mail room activities (i.e., preparing shipments using GBLs/contacting freight movement).
- Delivering printed materials to customers within the VAHITC building.
- Reporting equipment outages to the VA representative.
- Calling for service/ordering supplies, as needed, on PEO equipment, always verifying that service is covered by an agreement or as authorized by a VA generated purchase order.
- Releasing all materials in accordance with a schedule of operations to be provided by VA personnel.

See "TASKS (FUNCTIONS) AND DELIVERABLES" for more detailed information regarding the required functions and deliverables.

**CUSTOMER SERVICE:** The contractor is responsible for customer service, to include, but not limited to:

- Providing, operating, and maintaining a fully functional Peripheral Equipment Operation.
- Assisting in resolving/redirecting customer support requirements.
- Ensuring minimum VA customer delays.
- Providing coordination with Operations supporting staffs, developers, and equipment contractors for accuracy and consistency with all deliverables.

**TASKS (FUNCTIONS) AND DELIVERABLES:**

*Task One Functions:*

Perform all laser/network print operations. Set up, operate, and perform minor adjustments and daily maintenance of the specified Laser/Network Print systems. Prepare reporting documentation to include the Laser Print Log. Notify VA representative when PEO equipment malfunctions. Perform weekly saves of the print systems, distribute saved tapes to the Media Control section.

*Task One Deliverables:* Daily Laser Print Logs and Daily Priority Print Report.

*Task Two Functions:*

Perform all Automatic Insert Mail (AIM) system operations. Insert all printed letters to Veterans and other recipients into envelopes using appropriate inserts. Includes manual handling of some letters and forms, as well as automated inserting. Letter counts are computed and totaled on a report to the mail presort contractor.

*Task Two Deliverables:* Accurate daily report of the number of letters inserted and released to mail sorter.

*Task Three Functions:*

Perform all report distribution operations. Separate, bundle, and package printed reports for distribution. Place reports, forms, and letters for VA Regional Offices in appropriate mail bins. Package reports for shipping via FedEx for release on Monday, Wednesday, and Friday, or as full packages are accumulated. Complete log of forms, letters, and reports packaged for each Region Office for FedEx tracking purposes. Maintain orderly files of printed output retained at Hines, rotate and dispose of old reports monthly. Document all reports processed and shipped on Output Status Logs and shipping transmittals. All transmittals will be filed daily.

*Task Three Deliverables:* Daily Output Status Logs. Logs of output shipped per container per day.

*Task Four Functions:*

Advise the VA shift manager of missing reports and coordinate their production. Assist with Customer Service requests for non-receipt, missing reports, or lost products. Mail reports to requester within one (1) workday. A daily accomplishment report of items printed and shipped will be completed and provided to the VA representative.

*Task Four Deliverables:* Daily accomplishment report.

**TRAVEL:** Travel is not anticipated on this contract.

**PRINTING AND BINDING:** Contractor will be responsible for the printing and folding operations using VA owned equipment and supplies as specified herein.

**PACKING, LABELING, AND MARKING:** Contractor will be responsible for the packing, labeling, and marking operations using VA owned equipment and supplies as specified herein.

**DISTRIBUTION:** Contractor will distribute any and all print/media output according to the Schedule of Operations (daily, weekly, monthly, quarterly, or annual), provided by VA, which specifies the distribution.

Distribution will be to external/internal customers using mail systems and manual or electronic delivery.

For all shipping and mailing, contractor will use VA's shipping accounts, postal indicia, and/or Government Bills of Lading (GBLs). Contractor will also interact with VA's presort contractor for pickup and presorting of mail pieces.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start monthly production prior to receipt of the individual print order (GPO Form 2511) for that month.

- Task One Deliverables: Contractor is required to submit one copy of the completed laser print logs on a daily basis.
- Task Two Deliverables: Contractor is required to submit one copy of the daily report consisting of the number of letters released to the mail presort contractor on a daily basis.
- Task Three Deliverables: Contractor is required to submit one copy of the completed output status logs on a daily basis.
- Task Four Deliverables: Contractor is required to submit one copy of the accomplishment report of the reprinted and mailed items on a daily basis.

Contractor must complete and distribute all required items produced at VAHITC in accordance with the schedules provided at the time each individual job is placed.

**SECTION 3. – DETERMINATION OF AWARD**

The Government will determine the lowest bid by applying the prices offered in the “SCHEDULE OF PRICES” to the following units of production which are the estimated requirements to produce one (1) year’s production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the “SCHEDULE OF PRICES.”

- I. (a) 2,496
- (b) 4,992
- (c) 750

**SECTION 4. – SCHEDULE OF PRICES**

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

**Contractor’s billing invoice must be itemized in accordance with the line items in the “SCHEDULE OF PRICES.”**

**I. ON-SITE CONTRACTOR PERSONNEL:** Prices offered must include all contractor costs to provide personnel to perform the required operations in accordance with these specifications.

- (a) Shift 1 .....per hour .....\$ \_\_\_\_\_
- (b) Shift 2 and Shift 3.....per hour .....\$ \_\_\_\_\_
- (c) Overtime (any shift) .....per hour .....\$ \_\_\_\_\_

**INSTRUCTIONS FOR BID SUBMISSION:** Fill out “SECTION 4. - SCHEDULE OF PRICES,” initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the “SCHEDULE OF PRICES” with two copies of the GPO Form 910 “BID” form. Do not enter bid prices on GPO Form 910; prices entered in the “SCHEDULE OF PRICES” will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City - State)

By \_\_\_\_\_  
(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)

**EMPLOYEE RIGHTS  
ON GOVERNMENT CONTRACTS**

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

This establishment is performing Government contract work subject to (check one)

**SERVICE CONTRACT ACT (SCA) or  
PUBLIC CONTRACTS ACT (PCA)**

- MINIMUM WAGES: Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).
- A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.
- FRINGE BENEFITS: SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.
- OVERTIME PAY: You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.
- CHILD LABOR: No person under 16 years of age may be employed on a PCA contract.
- SAFETY & HEALTH: Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.
- UNION DUES: Executive Order (E.O.) 13201 requires certain Government contractors to notify employee of rights related to union dues.
- COMPLAINTS: Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for:
- SCA or PCA Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).
- SAFETY & HEALTH Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at [www.osha.gov](http://www.osha.gov).
- UNION DUES Contact either the Office of Labor-Management Standards (OLMS) or Office of Federal Contract Compliance Programs (OFCCP), by calling 1-866-4-USA-DOL or OLMS' Website at [www.olms.dol.gov](http://www.olms.dol.gov).

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division

WHD Publication 1313 (Revised April 2009)

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## U.S. Department of Labor

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

### Walsh-Healey Public Contracts Act

**General Provisions** — This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

**Minimum Wage** — Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

**Overtime** — Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

**Child Labor** — Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

**Safety and Health** — No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

**Posting** — During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

**Responsibility for Secondary Contractors** — Prime contractors are liable for violations of the act committed by their covered secondary contractors.

**National Rules of Behavior**

MARCH 12, 2010

VA HANDBOOK 6500.6 APPENDIX D

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

**1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS AND ACTIVITIES UNDER THE CONTRACT:**

- 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. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government 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).

**National Rules of Behavior**

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VA HANDBOOK 6500.6 APPENDIX D

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's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR 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 COTR and to the local ISO or Privacy Officer as appropriate.

**2. 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.

b. The following rules apply to all VA contractors. I agree to:

(1) 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.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) 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 contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) 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.

(5) 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 COTR 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

National Rules of Behavior

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VA HANDBOOK 6500.6 APPENDIX D

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.

(6) 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.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) 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.

(10) 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.

(11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.

(12) Ensure that the COTR 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.

(13) 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 COTR.

(14) 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 COTR.

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VA HANDBOOK 6500.6 APPENDIX D

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR'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.

(16) 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 COTR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

**3. 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 COTR.

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.

**4. 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.

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5. 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

\_\_\_\_\_  
Last 4 digits of SSN

\_\_\_\_\_  
Date

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

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

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

Please complete and return the original signed document to the COTR within the timeframe stated in the terms of the contract.

### Background Investigation Request Worksheet

Background Investigation Request Worksheet

Page 1 of 1

Background Investigation Request Worksheet

If you need assistance, please call: 501.257.4017

VA Organization:

Please complete the following fields on all applicants:

Station where applicant will work -

Station Name - City: State: Station #:

Station to be billed for clearance -

Station Name - City: State: Station #:

Please complete the following fields on each VA or Contract Employee:

Applicant Name - Last: First: Middle: If none (N/A/N)
SSN: DOB: Email:
Place of Birth - City: State: Country:

Contractor Occupation:

Are you asking for a low risk clearance on a foreign national? Yes No

Type of Investigation requested: High Risk (BI) Moderate Risk (MBI) Low Risk (NACI)

Please complete the following fields on all Contractor Personnel:

Contracting Officer/COTR: COTR Phone: COTR Email:
Complete Address: State: Zip Code:

Contracting Company Name:
Contracting Company POC: POC Phone: POC Email:
Complete Address: State: Zip Code:

Clear Form Submit Form