Super User Terms and Conditions for Access to the DLA Internet Bid Board (DIBBS)

Purpose:

DIBBS allows users to view and quote on DLA solicitations. Through this system, DLA annually awards tens of thousands of simplified acquisition awards, enabling DLA under FAR 13.002 to:

(a) Reduce administrative costs;

(b) Improve opportunities for small, small disadvantaged, women-owned, veteran-owned, HUBZone, and service-disabled veteran-owned small business concerns to obtain a fair proportion of Government contracts;

(c) Promote efficiency and economy in contracting; and

(d) Avoid unnecessary burdens for agencies and contractors.

By accepting these terms and conditions, you are stating and agreeing to the following:

- I am **John Smith**.

- I am an authorized representative for the Commercial and Government Entity Code (CAGE) **DIBBS** and have the authority to open this account for CAGE **DIBBS**.

- I can be reached at phone number **(614) 692-XXXX** and e-mail address **John.Smith@yahoo.gov**

- I will use this account for the sole purpose of conducting business with the Defense Logistics Agency (DLA) for CAGE **DIBBS**.

- I have read this entire document and accept as the authorized representative and on behalf of the contractor, the terms and conditions contained herein.

Account Management:

As the DIBBS Super User for CAGE **DIBBS**:

1. I will create user accounts solely for authorized representatives of CAGE **DIBBS** for the sole purpose of conducting business with the Defense Logistics Agency (DLA) for CAGE **DIBBS**.

2. I will immediately remove user accounts for those representatives of CAGE **DIBBS** that are no longer authorized to represent CAGE **DIBBS**.

3. I will notify DIBBS help desk at dibbsbsm@dla.mil immediately, but in any case, no later than 2 business days when this vendor account is no longer required.

4. I will assign each user account to a single authorized individual and advise each user that their accounts and passwords shall only be shared with me or a succeeding Super User, and not to anyone else, including other employee(s) of the company. I will create the Super User and any sub-user accounts in the legal name of the user, as reflected on the user's Government-issued identification (e.g., driver's license, passport, etc.).

5. I will manage each user account and ensure that each account shall have a unique password and a valid email address and telephone number.

6. I agree that no user account will use any means to mask their internet usage/access to DIBBS (for example, a Virtual Private Network (VPN)).

7. I agree that DLA may restrict the number of users on an account and require the Super User to obtain prior approval before adding, revising and/or deleting any sub-user accounts.

8. I agree that for individuals that I authorize a user account, these terms and conditions apply equally to all users.

9. If the address of my company, as registered in the U.S. Government System for Award Management (SAM), is a U.S. address, I agree that I will not access DIBBS outside the United States or U.S. territories without prior approval from DLA.

Account Access:

Due to the volume of solicitations and awards issued, when access is granted to use DIBBS, DLA relies on all DIBBS users to input accurate information and abide by these terms and conditions as well as those of other DLA systems. The security of the United States Department of Defense, and thus of the United States, depends upon the integrity of the DLA systems, proper use and access of DLA Systems, proper use of data within the DLA systems, data integrity, and efficiency and ease of being able to validate the information supplied by the contractors that use these systems. Consequently, to ensure the integrity of the DLA systems, access to DIBBS may be temporarily denied or indefinitely suspended for any of the following or other appropriate reasons:

- Reasonable suspicion that a vendor's account has been compromised or is being used to adversely impact the automated procurement system.
- Sharing account information with unregistered and/or unauthorized users.
- Any violation of these terms and conditions.
- Use of data, accessed through DLA systems, in violation of the Export Administration Regulations (EAR) and/or International Traffic in Arms Regulations (ITAR).
- Material misrepresentation made in DIBBS.
- A vendor fails to comply with the requirements, when applicable, regarding controlled technical information and covered defense information as set forth in DFARS clauses 252.204-7008, 525.204-7009, 252.204-7012, 252.204-7019, 252.204-7020, and 252.204-7021.

- A vendor fails to provide required documentation requested by a contracting officer under any purchase order (e.g., FAR 52.246-2, Procurement Note C03), necessary to validate contractor information submitted in DIBBS.

DLA will provide prompt notice by email from DIBBS_Validation@dla.mil as to why a DIBBS account is suspended. Any suspended account will remain suspended until the Super User provides sufficient information to address the reason for the suspension and implements an adequate corrective action that mitigates the harm caused to the Government.

Acknowledgment and Consent:

You also acknowledge and consent that when you access Department of Defense (DoD) Information Systems:

You are accessing a U.S Government Information Systems (which includes any devise attached to this information system) that is provided for U.S. Government-authorized use only. You consent to the following conditions:

The U.S. Government routinely intercepts and monitors communications on this information system for purposes including, but not limited to, penetration testing, communications security monitoring, network operations and defense, personnel misconduct, law enforcement, and counterintelligence investigations.

At any time, the U.S. Government may inspect and seize data stored on this information system. Communications using, or data stored on, this information system are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.

This information system includes security measures (e.g., authentication and access controls) to protect U.S. government interest-not for your personal benefit or privacy.

Notwithstanding the above, using an information system does not constitute consent to personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications of data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work products are private and confidential, as further explained below:

- Nothing in these terms and conditions shall be interpreted to limit the user’s consent to, or in any other way restrict or affect, any U.S. Government actions for purposes of network administration, operation, protection, or defense, or for communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.

- The user consents to interception/capture and seizure of ALL communications and

data for any authorized purpose (including personnel misconduct, law enforcement, or counterintelligence investigation). However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies.

- Whether any particular communication or data qualifies for the protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an information system if the user intends to rely on the protections of a privilege or confidentiality.