

SECTION C: STATEMENT OF WORK

SMALL-FORMAT B&W COPIER/PRINTER PRODUCTION EQUIPMENT

1.0 GENERAL INFORMATION

1.1 DAPS seeks to enter into a single Blanket Purchase Agreement (BPA) for Small-Format B&W Copier/Printer Production Equipment to be delivered to and installed at facilities at various DAPS locations throughout the Continental United States (CONUS), Alaska, and Hawaii along with U.S. Territories in Guam and Puerto Rico. DAPS will need devices in six output usage bands. A single usage band may have multiple configurations.

1.2 DAPS requires the devices and maintenance at approximately 153 locations throughout the CONUS, Alaska, and Hawaii along with U.S. Territories in Guam and Puerto Rico. DAPS locations are contained in Attachment 1- Location and Placement. It is estimated but not guaranteed that the Government will order approximately 340 devices over a five (5) year timeframe. It is estimated that approximately 30% of the devices will be ordered from date of award through initial 3 months. The 2009 estimated placement quantity per band is as follows:

Band 8	31
Band 9	13
Band 10	31
Band 11	16
Band 12	4
Band 13	<u>8</u>
Total	103

1.3 Specific equipment capability requirements for usage bands 8, 9, 10, 11, 12, and 13 are set forth at Attachment 2 - Equipment Requirements for Usage Bands.

2.0 INSTALLATION

2.1 The Contractor shall install all devices within 30 days from the date of delivery order award.

3.0 MAINTENANCE AND CONSUMABLE SUPPLIES

3.1 The Contractor shall provide all consumable supplies inclusive in the maintenance cost necessary for device operation (excluding paper) on an automatic replenishment system.

Note: Automatic Supply Replenishment is a process whereby, based on average monthly volume or maintenance plans and overages ordered, the consumable supplies other than paper and bindery are automatically delivered for each device at each location requiring no intervention or placement of orders by DAPS personnel. In emergency cases DAPS personnel should have access to an ordering system but for normal operations all consumables excluding paper and bindery consumables would be automatically delivered on a monthly basis.

3.2 The Contractor shall maintain at least 90% Monthly Uptime Availability (MUA) per machine. Refer to Section 7.0 Meetings, Reports and Administration, Para 7.2 for reporting requirements.

3.3 The Contractor shall replace any single device that does not maintain at least a 90% MUA two (2) times in any 180 day period with like-for-like equipment. Any replacement of a device must be made via modification through the DAPS Contracting Officer.

3.4 The Contractor shall provide a standard 8:00am-5:00pm, local time, 1st shift maintenance coverage which includes four-hour service response for designated critical machines and a standard eight-hour service response for non-critical machines for maintenance services including travel, parts, labor, software version upgrades (up to the hardware capability) and retrofits for all equipment including all components. A telephone call shall not be deemed as an acceptable service response. The service technician must call the primary operator within 90 minutes for critical machines and four-hours for standard machines to discuss the service problem and time of arrival. DAPS estimates 30% of the devices will be designated critical machines. The technician must be able to perform all aspects of maintenance.

4.0 NETWORKING FUNCTIONALITY

4.1 Upon award and prior to placing any machine orders, the Contractor shall provide DAPS (at the DAPS production facility in Mechanicsburg, PA), one model of each device offered, for a period up to 75 calendar days to determine if the equipment meets all requirements, can function as delivered and to develop a standard configuration that the vendor can use for all installations. This equipment will be provided at no additional cost to the Government. The Contractor will also provide at no additional cost, onsite engineering assistance and other support necessary to configure, setup and test the equipment.

4.2 Upon installation of each device, the Contractor shall provide a minimum of two (2) hours of technical and analyst support to the sites Information Technology personnel for each device installed. Support may be requested for connection of the hardware and software interfaces of the controller/production device to the customer's network.

4.3 The Contractor shall provide technical assistance to DAPS in creating and maintaining a secure configuration of the contractor's equipment in order to meet the requirements of the appropriate DoD Security Technical Implementation Guidelines (STIG) and Information Assurance Guidelines. (Ref: <http://iase.disa.mil/stigs/stig/index.html>)

4.4 Warrant that the equipment operate on and coexist on a network supporting any and all of the following:

- Internet Protocol Version 4 (IPv4)
- Internet Protocol Version 6 (IPv6)
- Internet Protocol Version 4/6 Hybrid (IPv4/6)

(Ref: OMB Memorandum 05-22: www.whitehouse.gov/omb/memoranda/fy2005/m05-22.pdf)

5.0 IT SECURITY ACCREDITATION & TECHNICAL SUPPORT

5.1 All devices/components shall have the capability of turning on and off any nonessential ports and protocols.

5.2 All devices/components shall have and are limited to the following DLA approved operating systems:

- Microsoft Windows XP*
- Microsoft Windows 2003 Server
- Microsoft Windows 2003 Advanced Server
- HP-UX 11.0/11i
- Sun Solaris 10

* Note: Hardware supplied **MUST** be Microsoft Vista compatible.

5.3 All devices/components shall be capable of meeting DOD information security specifications when interfacing with classified materials to ensure no remnants of the classified data exists after the classified process has been completed. The Contractor shall indicate the specific steps needed to ensure classified data is never disclosed. Any proposed process must receive DAPS Security and Information Assurance approval which will occur during the selection process. Orders placed against this BPA will specify either removable hard drives or standard hard drive.

5.3.1 All machines must be capable of functioning with removable hard drives.

5.3.2 Machines initially ordered with standard hard drives must be capable of being reconfigured to work with removable hard drives.

5.3.3 Hard drives will not be returned to the contractor.

5.4 All equipment must provide for disk overwrite/purge/delete/erase in order to remove any remnant of processed data.

5.5 All devices/components shall be capable of auditing all administration/configuration changes and user submitted jobs including username, job type and time. (Reference: <http://iase.disa.mil/stigs/stig/span-stig-v1r1.pdf>). All devices shall have the ability to export and archive audit logs.

5.6 The Contractor shall monitor industry standard vulnerability sites (e.g. <http://nvd.nist.gov/>) to determine if its equipment is subject to a known vulnerability. In addition, the Contracting Officer Representative (COR), upon notification from DAPS-I, will notify the contractor as security vulnerabilities are identified concerning the installed equipment. When a vulnerability is identified, the Contractor shall patch all installed equipment within 30 days unless a shorter time period is mutually agreed upon.

6.0 TRAINING REQUIREMENTS

6.1 The Contractor shall provide Equipment Training at the specified DAPS location(s) for a within three (3) days of installation of each device. Upon the COR's request, the Contractor shall provide additional training within three (3) days of request when there has been a change or turnover of trained personnel or an identified need for additional training. This will not exceed 4 additional training sessions during a twelve month period for each device placed. See Attachment 1 – Locations and Placements for DAPS locations.

7.0 MEETINGS, REPORTS AND ADMINISTRATION

7.1 The Contractor shall prepare and submit an **Installation Report** that includes, at a minimum, the serial number and location to include DAPS Office Group, military installation, and building number as applicable. The report will be sent to the DAPS address as indicated on the delivery order against the BPA.

7.2 The Contractor shall provide a single POC for administration of the BPA and a single POC for service issues. The Contractor shall prepare and deliver a monthly **Availability Equipment Report** via mail or fax to each Office Group Production Manager and COR indicated on the delivery order against the BPA. The report at a minimum should contain the following for each device placed:

- Location
- Product Name
- Serial Number
- Units Produced
- Number Monthly of Service Calls
- Monthly Total Downtime
- Available Hours
- Percentage of Up-Time/Availability

7.3 The Contractors' Administrative POC and the Contractors' Service POC shall attend a four (4) hour **Monthly Equipment Meeting** held at DAPS Mechanicsburg, PA with the COR to discuss the report set forth in paragraph 7.2, above. The meeting discussion will be based on previous month(s) machine information.

7.4 The Contractor shall provide the COR with a monthly **Training Completion Report** for all DAPS personnel trained. The report must include trainee's name, location, date and equipment make and model trained on. Each report will be sent to the DAPS Production Manager responsible for that equipment location as indicated on the delivery order against the BPA.

8.0 EQUIPMENT, ACCESSORIES, AND TRADE-INS

8.1 Trade-in terms will be negotiated during the placement of a delivery order against this BPA for newly acquired equipment. The Government will identify the equipment for trade in consideration and allow the contractor time to inspect and evaluate the equipment. Contractor will indicate at time of delivery order the trade-in value that will be included as a credit to each

device purchased or leased. If there is a trade-in it will be on a one for one basis (one device to trade for each new device ordered). Each device is typically equipped with a controller, print engine and standard finisher. Prior to trade-in the hard drive will be removed from the controller and print engine and will remain the possession of DAPS. It will be the Contractor's responsibility to remove the equipment accepted as trade-in.

8.2 During the period covered under this BPA, should the Contractor desire to substitute or upgrade equipment with technology improvements, all such actions shall be approved by the Contracting Officer prior to the Contractor taking any action. Under no circumstances will the government incur additional cost unless approved by the Contracting Officer.

8.3 The contractor shall provide new equipment under this BPA and remanufactured models will not be accepted.

9.0 NO GOVERNMENT OWNED OR FURNISHED PROPERTY/EQUIPMENT

9.1 Government owned or furnished property/equipment will not be offered or used as part of this Request for Quote. In addition the Government will not provide administrative space for use by the contractor.

SECTION D - PACKAGING AND MARKING

1.0 PACKAGING AND MARKING INSTRUCTIONS

1.1 All shipments of materials, supplies, and data provided in the performance of the orders under this agreement shall be preserved, packaged, packed, and prepared for shipment to prevent deterioration and damage during shipping, handling and storage, and to ensure safe delivery at destination in accordance with best commercial practices. The Contractor is solely responsible for preservation, marking, packaging, and packing of all materials and supplies.

1.2 Classified reports, data, and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

1.3 All packages will be clearly marked with applicable order number, and will contain an appropriate packing slip.

1.4 Each item shall be stamped or marked in accordance with MIL-STD-129 - Marking for Shipment and Storage, and MIL-STD-130 - Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item. Federal Standards and Military Standards can be accessed on-line via the Defense Logistics Agency's "Assist" Quicksearch web site:

<http://assist.daps.dla.mil/quicksearch/>

1.5 Reports shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special

markings specified in this task order, e.g., BPA Number, Call Order Number, and document title must be on the outside of the package.

1.6 The contractor shall prominently display on the cover of each report the following information: (1) Name and business address of contractor; (2) BPA Number and Call Order Number; (3) Name of sponsoring individual; (4) Name and address of requiring activity.

SECTION E - INSPECTION AND ACCEPTANCE

1.0 INSPECTION AND ACCEPTANCE

1.1 In addition to the requirements set forth in Paragraph (a) of FAR Clause 52.212-4 the following apply:

1.1.1 Inspection and acceptance shall be at destination.

1.1.2 The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

1.1.3 For the purposes of this clause, the Contracting Officer's Representative is the authorized representative of the Contracting Officer. The COR may utilize other Government representatives to provide assistance.

SECTION F - DELIVERIES OR PERFORMANCE

1.0 PLACE OF PERFORMANCE

1.1 The Contractor shall provide the required service through performance primarily at the Contractor's facilities.

2.0 DATA REQUIREMENTS

2.1 All reports shall be delivered via email and in a format that is Microsoft compatible.

2.2 The Contractor shall provide the reports listed above in paragraph 2.1 at no additional cost to the Government.

Section	Deliverable	Due Date	Recipient
Section 7.0 – Meetings, Reports and Administration Paragraph 7.1	Installation Report	Within one week after installation	Address on Delivery Order against BPA

Section	Deliverable	Due Date	Recipient
Section 7.0 Meetings, Reports and Administration Paragraph 7.2	Availability Equipment Report	10 th day of the month	DAPS Production Managers and COR
Section 7.0 Meetings, Reports and Administration Paragraph 7.4	Summary Training Completion Report	10 th day of the month	DAPS Production Managers

SECTION G - CONTRACT ADMINISTRATION DATA

1.0 DESIGNATION OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

1.1 The Contracting Officer has designated the MEO Program Manager as the authorized Contracting Officer's Representative (COR) for this BPA.

2.0 BPA ADMINISTRATION REPRESENTATIVES

2.1 DAPS

Name	TBD	TBD
Title	BPA Contracting Officer	BPA Contracting Officer's Representative
Address	DAPS HQ 5450 Carlisle Pike P.O. Box 2020 Mechanicsburg, PA 17055	
Telephone	(717) 605-	
E-mail		

2.2 Contractor

Name
Title
Address

Telephone
E-mail

3.0 SUBMISSION OF INVOICES

3.1 In addition to the requirements set forth in Paragraph (g) of FAR Clause 52.212-4 the following apply:

3.1.1 Invoices shall be submitted to the address indicated on the delivery order made against this BPA.

3.1.2 Invoices shall be in summary format to include BPA Number, Call Order number, Period of Performance; and Taxpayer Identification Number, location, model, usage band, serial number, beginning meter reading, ending meter reading , total maintenance and bad quality credits, total actual copies produced, total billable copies, and period of performance. Invoices shall also include monthly excess copy charges, when/if applicable.

3.1.3 Invoices shall be submitted, in arrears, to the Production Manager by the tenth (10th) day of the following month.

3.1.4 In FY09 DAPS will be transitioning over to Wide Area Workflow (WAWF) for invoice processing. All DAPS invoicing after this transition will be IAW Clause 252.232-7003 Electronic Submission of Payment Request (MAR 2008) (10 U.S.C. 2227).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1.0 CONTRACTOR PERFORMANCE EVALUATIONS (Surveillance)

1.1 The DAPS Contracting Officer Representative (COR) shall complete a Contractor Performance Report within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report). The contractor shall be evaluated based on the following ratings:

(0) = Unsatisfactory; (1) = Poor; (2) = Fair; (3) = Good; (4) = Excellent,
(5) = Outstanding; N/A = Not Applicable.

1.2 The contractor shall be evaluated based on the following performance categories:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Compliance with Labor Standards
- Compliance with Safety Standards
- Meeting Small Disadvantaged Business Subcontracting Requirement.

1.3 The DAPS COR shall initiate the process for completing interim reports within five (5) business days after the end of each 12 months of contract performance by evaluating contractor

performance for the interim report. In addition, the Contracting Officer shall initiate the process for completing final reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the COR to evaluate contractor performance for the final report. The final report shall cover the last 12 months (or less) of contract performance. The COR shall:

- 1.3.1 Complete a description of the contract requirements;
- 1.3.2 Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- 1.3.3 Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- 1.3.4 Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- 1.3.5 Provide additional information appropriate for the evaluation or future evaluations.

1.4 The DAPS Contracting Officer shall:

- 1.4.1 Ensure the accuracy of the COR's evaluation by verifying that the information in the contract file corresponds with the designated COR's ratings;
- 1.4.2 Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- 1.4.3 Concur with or revise the COR's ratings after consultation with the COR;
- 1.4.4 Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- 1.4.5 Forward the Report to the contractor within ten (10) business days after the Contracting Officer receives the COR's evaluation.

1.5 The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the Contracting Officer regarding the contents of the Report. The contractor shall:

- 1.5.1 Review the Report;
- 1.5.2 Provide a response (if any) to the Contracting Officer on company letter head or electronically;

1.5.3 Complete contractor representation information; and

1.5.4 Forward the Report to the Contracting Officer within the designated thirty (30) business days.

1.6 The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the Contracting Officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

1.7 If the contractor submits comments, rebuttals (disagreements), or additional information to the Contracting Officer which contests the ratings, the Contracting Officer, in consultation with the COR, shall initially try to resolve the disagreement(s) with the contractor.

1.8 If the disagreement(s) is (are) not resolved between the contractor and the Contracting Officer, the Contracting Officer shall provide a written recommendation to one level above the Contracting Officer for resolution as promptly as possible, but no later than five (5) business days after the Contracting Officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the Contracting Officer shall:

1.8.1 Review the Contracting Officer's written recommendation; and

1.8.2 Provide a written determination to the Contracting Officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the Contracting Officer receives the Contracting Officer's written recommendation.

1.9 If the disagreement is resolved, the Contracting Officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

1.10 The Contracting Officer shall complete the Agency review and sign the Report within three (3) business days after the Contracting Officer receives a written determination for summary ratings from one level above the Contracting Officer.

1.11 An interim or final Report is considered completed after the Contracting Officer signs the Report. The Contracting Officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

2.0 TECHNICAL DIRECTION:

2.1 When necessary, technical direction or clarification concerning the details of specific tasks set forth in the order shall be given through issuance of a technical direction document by an authorized representative of the Contracting Officer. Technical direction will only be issued by the Contracting Officer's Representative (COR).

2.2 Technical direction is intended to give the contractor specific details, as guidance, on designated tasks (what needs to be achieved and how to achieve it). It should be given in such detail as to allow the contractor to perform the intended task(s) independent of daily guidance or instruction.

2.3 Technical direction includes:

2.3.1 Direction to the contractor which assists the contractor in accomplishing a specific task contained in the Statement of Work.

2.3.2 Comments on and approval of reports or other deliverables.

2.3.3 In limited circumstances directing the Contractor to commence work.

2.4 Each technical direction document shall be in writing and shall include, at a minimum, the following information:

- Date of Technical Direction
- BPA Number
- Call Order Number
- Technical Direction Number
- Technical Direction Amendment Number (if applicable) (e.g., #4-01)
- Reference to the relevant section or item in the statement of work
- Description of the technical direction

2.5 Technical direction must be within the scope of the task order statement of work (including deliverables). The COR does not have the authority to issue technical direction which (1) Institutes additional work outside the scope of the task order; (2) Constitutes a change as defined in the "Changes" clause; (3) Causes an increase or decrease in the estimated cost of the task order; (4) Alters the period of performance; or (5) Changes any of the other express terms or conditions of the task order. In the event of a conflict between the Technical Direction and the contracting vehicle, the contracting vehicle shall control.

2.6 Technical direction will be issued in writing. Oral technical direction shall be given only in emergency circumstances. Any oral technical direction shall be reduced to writing within three (3) calendar days of oral issuance. One (1) copy of the Technical Direction document will be forwarded to the Contracting Officer and the COR, as appropriate.

2.7 Amendments to a Technical Direction document shall be in writing and include the information set forth in paragraph (c). A Technical Direction document may be amended orally only in emergencies and oral amendments shall be confirmed in writing within three (3) calendar days of oral issuance amending the Technical Direction document.

2.8 The COR is not authorized to issue Technical Direction that is outside the scope of work (including the deliverables). If Technical Direction needs to be given that is outside the scope of the BPA, notify the DAPS Contracting Officer prior to issuance to determine if the Statement of Work and/or Order needs to be modified to incorporate any possible price increases/decreases.

2.9 Technical Direction can be issued either by email or Technical Direction Letter (format to be determined by the COR). Technical Direction issued via email needs only to contain the actual

Technical Direction language (no email history). All technical direction shall include the elements as outlined in paragraph (f).

2.10 When, in the opinion of the Contractor, technical direction calls for effort outside the Task Order Statement of Work, the Contractor shall notify the Contracting Officer in writing within three (3) calendar days of having received the technical direction. The Contractor shall continue with the effort stated in the Technical Direction document until the Contracting Officer, through formal task order modification or other appropriate action, has resolved the matter.

2.11 Any effort undertaken by the Contractor pursuant to oral or written technical direction issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering costs incurred and the corresponding amount of profit, if any.

3.0 NON-PERSONAL SERVICES

3.1 All services sought under this contract are non-personal services. The Contractor shall independently, and not as an agent of the Government, exert its best efforts to furnish, assign, and manage the personnel necessary to perform the tasks. The Contractor is solely responsible for recruiting, testing, hiring, training, assigning, paying (including any awards or promotions it deems appropriate), providing benefits and leave (vacation), and as necessary, addressing performance problems, disciplining, and terminating its employees.

3.2 The Contractor shall affirmatively ensure there is no DLA involvement (including but not limited to DLA supervisors, employees, agents, and/or others acting on their behalf) in any of the Contractor's responsibilities set forth in Paragraph 3.1.

3.3 The Contractor shall not solicit or accept input (to include opinions, advice, etc.) from DLA supervisors, employees, agents, and/or others acting on their behalf regarding which Contractor's employee or candidate for employment is more suited to perform the tasks set forth in this SOW.

3.4 The Contractor shall not provide DAPS supervisors, employees, agents, and/or others acting on their behalf with resumes for people the Contractor has not already both employed (or committed to employ) and assigned to perform a task set forth in this SOW (Once the Contractor has already hired (or committed to hire) and assigned its employee to perform a specific task, then the Contractor may provide its employee's resume to DAPS so that DAPS may ensure the Contractor is complying with the SOW and that its employee has access to the base, necessary systems, etc.).

3.5 To ensure this contract is conducted in a manner above reproach, with complete impartiality, and with preferential treatment for none, and to avoid even the appearance of anything less than complete integrity, objectivity, and impartiality, the Contractor shall:

3.5.1 Educate its employees regarding its responsibilities set forth in Paragraph 3.1 and take all necessary and reasonable steps to ensure its employees do not seek or accept, directly or indirectly, any supervision, pay, benefits, or general training from DAPS.

3.5.2 Educate its employees regarding the Standards of Ethical Conduct for Employees of the Executive Branch set forth at 5 C.F.R. § 2635 that are applicable to Government

employees. Special emphasis shall be placed on Gifts from Outside Sources including that a Government Employee shall not solicit or accept a gift from a Contractor (to include Contractor's employees). The Contractor shall take all necessary and reasonable steps to ensure neither it nor its employees gives, attempts to give, or appears to give any employee of the DAPS a gift, the acceptance of which would violate the Standards of Ethical Conduct for Employees of the Executive Branch.

3.5.3 Take all reasonable and necessary steps to ensure it does not seek, accept, or otherwise allow any DAPS involvement (including but not limited to its supervisors, employees, agents, and/or others acting on their behalf), whether directly or indirectly, any such Contractor responsibilities set forth in Paragraph 3.1.

3.6 Notify the Contracting Officer as soon as practicable should it become aware of or suspect, DAPS involvement or attempted involvement in the Contractor's responsibilities set forth in Paragraph 3.1 or that any Contractor's employee has sought or accepted supervision, pay, benefits, or general training from DAPS.

4.0 ORDERING PROVISIONS

4.1 All orders under this BPA will be placed by DAPS Contracting Officers. Only an authorized DAPS Contracting Officer can issue an order under this BPA. The Contractor is not authorized to accept orders from any other agency. Violation of this restriction may result in termination.

4.2 The Standard Form 1449 will be the ordering instrument. All orders shall contain adequate funding to cover the cost of the requirement. The Contractor shall not commence work upon receipt of an order that does not contain full funding. Orders shall be received and accepted via written correspondence. Electronic correspondence is the preferred method for processing orders.

4.3 DAPS contemplates award of fixed price orders under this BPA.

4.4 All costs associated with the marketing, proposal preparation, presentation, submission, and negotiation in response to any order request or order shall be at the contractor's expense and will not be allowable as a direct charge. Post award order administration shall not be a direct charge to the order.

4.5 No work shall be performed and no payment will be made except as authorized by an order. The Contractor shall not proceed with any work pursuant to this section until a written order is issued by the Order Contracting Officer.

4.6 Discounting will be allowed at the order level. Upon receipt of any order issued hereunder by the order Contracting Officer, the Contractor shall furnish to the Government services at or below the prices set forth in this BPA. The Contractor's order quotation shall include both the BPA rates and the discounted rate, if applicable. All efforts specified shall be performed in the most economical and expeditious manner by skilled personnel and shall be in conformity with the highest standards and practices.

4.7 One or more orders may be issued during the performance of this BPA.

4.8 Closeout Procedures: To facilitate closeout of individual orders, the Contractor shall present a final invoice to the Order Contracting Officer that contains a complete accounting of all costs associated with the completion of the order and a proposed final price within ninety (90) days of completion of individual orders.

5.0 ORDERING PROCEDURES

5.1 The Contracting Officer will issue, in writing, an order. Each order will include at a minimum:

- Call Order number
- Effective Date
- Pricing structure broken out by item
- Ceiling price
- Period of performance or delivery date
- Place of performance
- Deliverables, including due date and recipient
- Packing and shipping instructions, if necessary
- Government Official designated to perform inspection and acceptance
- Contractor and Government points of contact
- Funds obligated.

5.2 Modifications to orders may be issued only by the Contracting Officer.

6.0 DELIVERIES BEYOND THE CONTRACTUAL PERIOD – PLACING OF ORDERS

6.1 In accordance with the Period of Performance clause, this BPA covers all requirements that may be ordered, as distinguished from delivered during the BPA term. This is for the purpose of providing continuity of services by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order received by the Contractor on or before the expiration date of the BPA shall constitute a valid order.

SECTION I -- CONTRACT CLAUSES

FAR 52.252.02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Clauses Incorporated by Reference

- 52.204-7 Central Contractor Registration (APR 2008)
- 52.212-1 Instructions to Offerors – Commercial Items (JUN 2008)
- 52.212-4 Contract Terms and Conditions -- Commercial Items (Oct 2008)
- 52.216-1 Type of Contract (APR 1984)
- 52.217-5 Evaluation of Options (JUL 1990)

CLAUSES INCORPORATED BY FULL TEXT**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (SEP 2008) (Deviation)**

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements `` (Nov 2007)" (41 U.S.C. 351, *et seq.*)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements `` (Nov 2007)" (41 U.S.C. 351, *et seq.*)

(x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (SEP 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2007)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)

(2) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582)

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a)

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts)

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAR 2008) (10 U.S.C. 2227)

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a)

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375)

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

*****End of Clause*****

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

*****End of Clause*****

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)**

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

*****End of Clause*****

SECTION J – LIST OF ATTACHMENTS

- Attachment 1 Locations and Placements (4 pages)
- Attachment 2 Equipment Requirements for Usage Bands (36 pages)
- Attachment 3 B&W Pricing Scheme
- Attachment 4 Sample Equipment Availability Report

SECTION L -- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

1.0 REQUEST FOR QUOTATION

This is a Request for Quotation (RFQ) to invite your submission of a quote to cover the requirement, as outlined in this RFQ. The Government intends to award one (1) Blanket Purchase Agreement (BPA) as a result of this solicitation. The BPA will be established in accordance with FAR 8.405-3 – Blanket Purchase Agreement.

Contractors seeking the BPA for Small-Format Black & White Copier/Printer Production Equipment must answer **ALL** requirements in Attachment 2 and provide prices for **ALL** usage bands set forth in Attachment 3.

The Government will evaluate your quote based on a Lowest Price Technically Acceptable source selection process. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the established acceptable standard.

The award of a BPA is not a guarantee that any orders will be issued against this BPA. Furthermore, DAPS reserves the right to cancel this BPA at any time.

Each quote shall consist of three (3) separate documents specifically named:

Part 1 – Technical Factors

In Part 1 the quoter must demonstrate compliance with ALL the Technical Requirements set forth in the Statement of Work and Attachment 2 – Equipment Requirements. ***No price information shall be included in Part 1.***

Part 2 – Past Performance

In Part 2 the quoter must submit no less than two (2) and no more than three (3) references written by previous customers for work performed that is relevant and similar in scope to this requirement. Each reference will include the dollar value of the work performed, the date of performance, and scope of performance/description of the work performed. Additionally, each reference will be signed and dated by its writer and clearly set forth its writer's name and current telephone number(s) for verification purposes. ***No price information will be included in Part 2.***

Part 3 – Prices

In Part 3 the quoter must submit pricing for ALL volume bands listed in Attachment 3. Price Quotes must reflect **Firm Fixed Pricing**. Quoters are highly encouraged to discount their GSA/FSS prices in order to present the low price, technically acceptable quote.

PRICE QUOTE

This will be a Blanket Purchase Agreement with Firm-Fixed Price Delivery Orders. Quoters shall propose fixed-price amounts for all line items specified in Attachment 3, B&W Bands Pricing Scheme of this solicitation.

The following are instructions for filling out the required areas of each tab.

1. Indicate your quote amount in the Green shaded cells of Attachment 3 – Black & White Pricing Scheme. If your quote amount is \$0.00 then enter \$0.00. Do not enter N/A as that will cause an error in the cell formula and resulting total calculation. The totals for each tab (Purchase Amount and Operating Lease 60 Month - Monthly Amount) will be the aggregate totals for each configuration. The aggregate total amounts for the Purchase Amount and Operating Lease 60 Month - Monthly Amount will be automatically transferred to the Pricing Summary Tab.
2. Upon installation of new equipment, the contractor will allow for trade-ins of existing equipment at an agreed upon price and remove the old equipment at no additional cost to DAPS.
3. Pricing Summary Tab: This tab automatically transfers the totals from the Band 8, Band 9, Band 10, Band 11, Band 12, Band 13 and the Admin Tabs. No input is required on the part of the Contractor.
4. Column G of Attachment 3 – Black & White Pricing Scheme, contain instructions/ explanations to certain items.
5. Attachment 3 - Black & White Pricing Scheme, is the only format the Government will accept for quoting purposes. Alternate formats are not acceptable. All Green cells **must** be filled in with the representative information for the price quote to be considered complete.
6. Each Quoter shall include in its quote, sufficient price information that will enable the Government to perform an evaluation in accordance with the evaluation criteria. It is anticipated there will be adequate price competition to establish price reasonableness. However, if the Contracting Officer at any time determines adequate price competition no longer exists, the Quoter may be required to submit information to the extent necessary for the Contracting Officer to determine price reasonableness.
7. Price will be an important factor in determining the overall value of the quote. When evaluating price quotes, a determination will be made as to the Offeror's price reasonableness, completeness, and realism. The quote must demonstrate reasonable prices that are aligned with their technical approach/capability.
8. A quote is presumed to represent the quoter's best efforts in response to the solicitation. Quoters are requested to provide their best pricing. Adequate substantiation is necessary for the Government to evaluate the price and scope of the Quoter's estimate for

reasonableness, and completeness, and to ensure all proposed Statement of Work requirements are included in the price quote. Proper presentation and adequate supporting documentation will ensure the price quote is efficiently evaluated and all assumptions are understood. The burden of proof for price credibility rests with the Quoter.

9. The Quoter shall provide an estimating overview section of their price quote that contains the following information:

Summary of Price Quote - The Quoter shall provide a summary describing the process and methodology used to develop its price; and

Ground Rules and Assumptions - The Quoter shall provide an explanation of all ground rules and assumptions that affect its price quote. Topics to be addressed may include, but are not limited to, investments, programmatic variables (e.g., inflation/escalation, location, make/buy decisions, prime/subcontractor relationships, and business base concerns), etc.

10. The prices quoted for the items in Admin Tab: the 8, 9, 10, 11, 12 and 13 Band Tabs are fixed price amounts and will remain fixed for the base and all option periods. If option periods are exercised, prices shall be those in effect during the base year period.

SECTION M - EVALUATION CRITERIA AND BASIS FOR AWARD

One award will be made to the responsible quoter who meets all technical factors, has acceptable past performance, and results in the lowest price to the Government.

A. Technical Factors

To be technically acceptable each quote must demonstrate it meets all Technical Factors (including all sub-factors) set forth in the Statement of Work (SOW), Attachment 1 and Attachment 2. This will be evaluated as “pass or fail” basis. In order to receive a “pass” rating the quote must clearly demonstrate the ability to provide and perform all services and technical requirements described in the SOW. A quote that is evaluated as “fail” for any requirement will not be considered for award.

B. Past Performance

A past performance review will be conducted to determine whether the Government has confidence that the quoter can successfully perform the requirements set forth in the Statement of Work. In conducting its past performance assessment the Government reserves the right to use both data provided by the quoter and data obtained from other federal Government sources. Past Performance will be determined on an “acceptable” or “unacceptable” basis.

C. Price

To ensure fair price analysis, each quoter’s price for price analysis purpose will be determined by taking its grand total quote from Attachment 3.