

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
---------------------	------	----	-------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
-------------------------------	-------------------	----------------------------------	--------------------------------

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
--------------------------	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

Summary of Changes SA7065-08-Q-2001-A00001

1. The purpose of this amendment is provide all bidders with the questions asked by bidders to date, and with the Government's responses to those questions.
2. Summary of the Questions and Answers immediately follows this Summary of Changes.
3. Corrected pages to the solicitation immediately follow the Questions and Answers summary.
4. All changes are indicated by a wide black vertical line to the immediate left of the affected portions/paragraphs of the forms/pages changed.
5. Date and time for receipt of all bids is extended to 29 October 2008, at 5:00 p.m. (1700) Local, Pacific Time.
6. All else remains unchanged.

Distribution:

File

Solicitation Announcement

QUESTIONS AND RESPONSES
FOR
SA7065-08-Q-2001
AMENDMENT 1

1. Sect 10.3.0 – Please change requirement from EAL (3) to EAL (2)?

RESPONSE – EAL requirement changed from EAL (3) to EAL (2).

2. Section 10.3.3 requires use of DOD Common Access Card (CAC). May a different card, developed by the vendor, be used in place of the DOD CAC?

RESPONSE – N/A. Delete CAC requirement from both RFQs.

3. Please explain why the number of locations does not equal the estimated number of copiers to be acquired?

RESPONSE – The numbers of units to be ordered represent DAPS current best estimate, and is subject to change.

4. When is the RFQ Bid Close date?

RESPONSE – 29 October 2008, 1700 (5:00 p.m.) Pacific Time.

5. How long is the contract period?

RESPONSE – Forty-eight (48) months. A 6-month Base Period followed by 42-months of Optional Periods.

6. The solicitation states that installation of orders will be during the first 36-months, but with none during the last 12-months. This sounds contradictory: Is the contract for four or five-years?

RESPONSE – The installation periods contained in the solicitation refer to additional quantities of machines ordered under the Option for Increased Quantities provision. The provision will allow for new units only from the first through the 36th-month of the contract. No new units are to be ordered during the last 12-months of contract performance.

7. 10.3.3. of Section C - What is the standard for use of the CAC in Japan?

RESPONSE - N/A. See Response #2.

8. Does the vendor have to prepare the card reader for CAC card? Or will a third party provide the reader, etc?

RESPONSE - N/A. See Response #2.

9. Who is the setting up for authentication?

RESPONSE - - N/A. See Response #2.

10. I think EDS is under a waiver to comply with CAC for MFD's and it is difficult to combine scanning, printing and CAC until NMCI requires EDS to comply with both.

RESPONSE - N/A. See Response #2.

11. Section C, Paragraph 3.2. Will the Government change service technician support to "any 8 consecutive hours between 6A.M and 8A.M, Monday through Friday excluding Japanese holidays and business holidays from 29 December through 03 January?"

RESPONSE - Yes, but see also added paragraph 3.2.1.

12. Section C, paragraph 4.2.2. Can Japanese technicians have a security clearance for NAC or DOD?

RESPONSE - No. Non-U.S. citizens are not eligible for security clearance but refer to <http://www.navysecurity.navy.mil/pers-551030.htm> for more information.

13. If so, how do Japanese National technicians get NAC or DOD security clearances in Japan?

RESPONSE - See Response 8.

14. Section C, paragraph 8.4.h. The solicitation requires all devices have a security kit. Does that mean disk over write?

RESPONSE – The Security Kit should perform the function of encrypting and erasing confidential data from copiers/printers hard drive to prevent losing information and data leakage.

15. If so, why is there no check mark on the paragraph 8.8?

RESPONSE - N/A

16. When will DAPS customers want to activate the CAC feature?

RESPONSE - N/A

17. Will all the machines be located at only those locations identified in the RFQ or are there additional locations not referenced in the customer listing?

RESPONSE - These locations only represent DAPS current best estimate. This is subject to change over the life of any ensuing contractual relationship.

18. Will the users be supplying their own CAC card reader?

RESPONSE - N/A

19. In previous RFQ's award went to the lowest priced technically acceptable bid. The RFQ states that technical and past performance, when combined, are more important than price. Has this changed the prior practice of award to the LPTA bid?

RESPONSE – No, award will still be made to the lowest-priced-technically acceptable bid; however, vendors must understand that Technical criterion has two constituent parts – Technical performance of the equipment, material and personnel to be used AND the firms performance history. Each of these two categories will receive its own “Pass” or “Fail” adjective rating, and a “Fail” rating for either category will render the bid technically unacceptable; ineligible for award.

20. Must a vendor possess a valid GSA Federal Supply Schedule under GSA Schedule 36?

RESPONSE - No.

21. Does the Trade Agreements Act apply to this procurement?

RESPONSE – Yes, the TAA applies.

22. Trade Agreements Act (TAA) - Although the Trade Agreements Box is not checked on the listing of items to implement statutes or executive orders, there is significant language later on referring to the TAA and a statement that the Contracting Officer has determined the TAA is applicable to the solicitation.

RESPONSE – The solicitation appropriately applies the TAA. The checkbox at 52.212-4 for 52.225-5 was intentionally left unchecked because the Contracting Officer had felt inclusion of the clause itself was appropriate in order to ensure all prospective offerors had immediate access to its provisions. Inclusion of 52.225-5 in its full text does not alter its impact had it merely been incorporated by reference as at 52.212-4.

23. 4. GSA Contract - The DAPS Air Force Solicitation has a provision that states the FSS Contract takes precedence over this contract meaning our GSA Contract is applicable.

RESPONSE – All references to GSA Federal Supply Schedule shall be ignored. Inclusion of the text referring to the FSS contract was unintentional.

End Questions and Answers
SA7065-08-Q-2001-A00001

- 2.1.1 Training shall be given to key operators in the affected office.
- 2.1.2 A training schedule shall be established prior to equipment delivery and shall be noted on the implementation schedule. The training schedule shall show training dates and times.
- 2.1.3 Special and remote areas shall be provided training at the new copier's location(s).
- 2.1.4 The contractor shall provide this training in English.

2.2 Upon request by the office in which a copier has been installed, the contractor shall provide additional training **within three (3) business days** when there has been a change or turnover of trained personnel.

3.0 MAINTENANCE (Including Operational Standards & Performance). As part of the offered price, the contractor shall:

3.1 Maintain all equipment at a minimum 95% monthly available rate based on the 21 standard federal work days in a month.

3.1.1 Maintaining the equipment to include preventive maintenance, service calls, repairs, troubleshooting, and connectivity as well as all associated labor and travel.

3.2 Provide service technician support Monday through Friday from 8:00 a.m. – 4:30 p.m. local time, except Saturday, Sunday, U.S. Federal Holidays, Japanese holidays and business holidays from 29 December through 3 January.

3.2.1 Service Call Center shall be established to receive and respond to trouble calls and operate Monday through Friday, except on U.S. Federal holidays.

3.2.2 The contractor shall provide a service technician that speaks English.

3.3 Respond to **work stoppage situations** within **two (2) business hours of a service call**.

3.3.1 A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable service response.

3.3.2 The service technician shall call the key operator within an hour to discuss service problem and time of arrival.

3.3.3 It is estimated that **10%** of situations shall be classified as “work stoppage” across the total copier population on a yearly basis.

3.4 Respond to **non-work stoppage situations** within **four (4) business hours of a service call**.

3.4.1 A telephone call (unless it results in solving the problem) shall not be deemed as an acceptable service response.

3.4.2 The service technician shall call the key operator within an hour to discuss service problem and time of arrival.

3.5 Non-U.S. Citizens are ineligible for security clearances, but see <http://www.navysecurity.navy.mil/pers-551030.htm> for more information.

3.5.1 DELETED.

3.6 Inform the DAPS' Contracting Officer's Representative (COR) within **two (2) business days** of the determination that equipment is non-repairable.

3.6.1 Provide comparable replacement equipment within **two (2) business days** from receipt of an order from the DAPS Contracting Officer.

3.7 Notify the DAPS' COR if maintenance is related to vandalism.

4.0 CONSUMABLE SUPPLIES. As part of its offered price, the contractor shall:

4.1 Provide all consumable supplies (including staples) necessary for the operation of the equipment.

4.1.1 Paper is excluded as a consumable supply.

4.2 Deliver all required consumable supplies to the designated locations listed on the delivery schedule within two (2) business days after receipt of an order.

NOTE: Government space for additional stock or inventory of supplies shall not be made available.

5.0 REPORTS. The contractor shall furnish reports as directed below:

5.1 Provide to the DAPS COR quarterly usage reports

5.1.1 Reports shall be in electronic (MSExcel compatible) format

5.1.2 Report shall state the total and average monthly production volumes by serial number for each machine grouped by contract location.

5.1.3 Quarterly reports for the Quarter just ended shall be received by the DAPS COR not later than 15 January, 15 April, 15 July and 15 October of each year.

5.2 Submit copier installation reports to the COR **within ten (10) calendar days** after the installation of copiers under this contract.

5.2.1 The copier installation reports shall include the serial number and location to include room, building number, DAPS' customers name, phone number and email, be signed and dated by the DAPS' customer, and clearly identify the Contact Line Item Number (CLIN) of the order.

5.2.2 Installation reports shall also be submitted to the DAPS' COR for all replacement copiers and upgrades/downgrades of machines.

5.2.3 Failure to provide installation reports may result in rejection of invoice due to inability to properly identify equipment installed under contract.

8.0 EQUIPMENT & CONFIGURATIONS. As part of the offered price, the contractor shall:

8.1 Provide new or remanufactured equipment that is currently manufactured and actively marketed. “New” and “remanufactured” equipment is defined IAW FAR 52.211-5. The purchase warranty for the offeror’s remanufactured equipment shall be identical to the offeror’s new equipment purchase warranty. The offeror’s remanufactured equipment shall also be the same full service maintenance terms and conditions as new manufactured equipment.

8.2 Provide equipment that is Section 508 compliant.

8.3 Provide equipment that is Health Insurance Portability and Accountability Act (HIPAA) compliant when installed at government medical sites.

8.4 Provide equipment with these features:

- a. Finisher for volume bands 1 and above.
- b. Floor standing with wheels (or cabinets provided as needed) for volume bands 1 and above
- c. Reversing Automatic Document Feeder with at least a minimum 50 page document capacity/
- d. Automatic Duplexing
- e. Copy from/to multi-sized materials up to 11 x 17 paper for volume bands 1 and above
- f. Capable of feeding from 3 paper sources for volume bands 1 and above
- g. Shall be capable of accepting at least 50% or greater recycled 20 lb paper
- h. Only, but all devices with hard drives shall have a data overwrite security kit. (encrypting and erasing confidential data from copiers/printers hard drive)
- i. The default setting for equipment operation language shall be English.

8.5 Configure MFDs so that the fax function is physically isolated from the network controller of the copier.

8.6 Configure MFDs so that they are able to scan a document and save it as a .PDF (group class 3 compression) file for those copiers that this function is requested.

8.7 Provide an operator’s manual written in English with each copier.

8.8 Provide the following requirements for classified copiers, if checked

Removable Hard drive

Disk overwrite

Note: Networked classified devices are only authorized when placed on the SIPRNET.

10.3 ADDITIONAL NETWORK SECURITY REQUIREMENTS. If the box is checked, As part of the offered price the contractor shall provide equipment that:

10.3.1 **NIAP:** Has been satisfactorily validated through the National Information Assurance Partnership (NIAP) common criteria validation pursuant to DOD Directive 8500.1 and National Security Telecommunications and Information Systems Security Policy (NSTISSP) Number 11. “The United States recognizes products that have been evaluated under the sponsorship of other signatories and in accordance with the International Common Criteria for Information Security Technology Evaluation Recognition Agreement (CCRA) for EAL 1-4 only.” (DODI 8500.2). The Evaluation Assurance Level or EAL required for this solicitation is **EAL 2 Certification.**

10.3.2 **DIACAP:** Is capable of obtaining accreditation through the Department of Defense Information Assurance Certification and Accreditation Process within sixty (60) business days of contract award. If the equipment cannot obtain the full accreditation within the 60 business day period, the contractor shall remove the equipment at no additional price to the government and the contractor agrees to waive any and all early or premature discontinuance / termination /cancellation / etc. fees.

[Information regarding DIACAP is found in DOD Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) Instruction 8510.1 dated 10 November 2007. <http://www.dtic.mil/whs/directives/corres/pdf/851001p.pdf>].

10.3.3 DELETED

10.3.4 **U.S. Air Force Sites:** Is configured for installation at U.S. Air Force sites in accordance with the Multi-User Information Systems guidance reference AFI 33-202, Network and Computer Security and in conjunction with AFSSI 5020 Remanence Security.

[Copies of these Air Force document are found at <http://www.e-publishing.af.mil/shared/media/epubs/AFI33-202V1.pdf> and <http://cryptome.org/afssi5020.htm>.].

Section G - Contract Administration Data

1.0 The Contracting Officer assigned for administration of this contract is:

TBD

2.0 The Contracting Officer's Representative assigned to this contract is:

TBD

3.0 Base year Period of Performance under this contract shall be 1 April 2009 – 30 Sep 2009.
First Option Year 1 October 2009 – 30 Sep 2010; Second Option Year 1 October 2010 – 30 Sep 2011; Third Option Year 1 October 2011 – 30 Sep 2012; Fourth Option Year 1 October 2012 – 31 March 2013.

4.0 Each Period (Base and Option Years) shall be funded by their respective fiscal years.

5.0 CLINs are informational only; all funding shall be at the SubCLIN level.

6.0 Award of the contract and all option periods is Subject to the Availability of Funds.

7.0 Alterations in Contract –

7.1 Section I, Contract Clauses. Changed 52.212-1 (c)

From - Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **30** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

To - (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

End of Section