

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 9
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 16-Sep-2003	4. REQUISITION/PURCHASE REQ. NO. W58XUW-3240-4904		5. PROJECT NO.(If applicable)
6. ISSUED BY USAED, KANSAS CITY 760 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106	CODE W58XUW	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. DACW41-03-Q-0074	
		X	9B. DATED (SEE ITEM 11) 12-Sep-2003	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offer 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 <u>1</u> 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 you 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) SEE SECTION SF 1449 - CONTINUATION SHEET				
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)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 16-Sep-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:
SECTION SF 1449 - CONTINUATION

Changes to Solicitation Number DACW41-03-Q-0074:

1. The following paragraph in the Statement of Work has changed from:
The minimum printer requirements are: 25/35/45 ppm, 400+MHz CPU, 128+MB Memory, 10/100 BaseT, and Windows 2000/NT/Netware Compatible.

The Statement of Work paragraph has changed to:
The minimum printer requirements are: 16/25/33/55 ppm, 200+MHz CPU, 128+MB Memory, 10/100 BaseT, and Windows 2000/NT/Netware Compatible.

2. Clause 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERICAL ITEMS (JUN 2003)

XX marks clauses, which are incorporated in this contract by reference.

3. 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

Explanation of the clause: The clause was incorporated in the original solicitation to include the following clauses:

252.225-7014

252.247-7023

252.247-7024

The following have been modified:

STATEMENT OF WORK

STATEMENT OF WORK

**U.S. ARMY CORPS OF ENGINEERS
KANSAS CITY DISTRICT INFORMATION MANAGEMENT OFFICE**

(Base Year - October 1, 2003 through March 31, 2005)
(Option Year I - April 1, 2005 through March 31, 2006)
(Option Year II - April 1, 2006 through March 31, 2007)
(Option Year III - April 1, 2007 through March 31, 2008)

1.0 GENERAL INFORMATION

1.1 PURPOSE

The Kansas City District, U.S. Army Corps of Engineers seeks lease to purchase agreement for 39 multi-functional copiers.

1. Copiers. We require digital copiers that are multi-functional to include: printer, scanner, and FAX functions. We require 6 copiers that will output a minimum of 16 prints per minute. We require 11 copiers that will output a minimum of 25 prints per minute. We require 12 copiers that will output a minimum of 33 prints per minute. We require 10 copiers that will output a minimum of 55 prints per minute (does not require fax option).

The minimum printer requirements are: 16/25/33/55 ppm, 200+MHz CPU, 128+MB Memory, 10/100 BaseT, and Windows 2000/NT/Netware Compatible.

The minimum scanner requirements are: 600x600 dpi, 25/35/45 spm, and PDF/TIFF/JPEG file formats. It must be able to scan to the desktop and scan to email.

The minimum FAX requirements are: 33.6 Kbps, Super G3, and Duplex Faxing. A minimum of 5 pkgs of software will be included in the price.

All equipment provided must be new equipment not refurbished or reconditioned

If not a stand-alone unit, stand will be provided with desktop equipment.

2. Accessories. Each copier, regardless of speed, requires the following accessories: PC/LAN connectivity; automatic document feeder; duplexing; stapler/sorter; minimum of 500 sheets of paper for the 16 print machine, scanner; minimum of 500 sheets paper capacity for the 16 print and minimum 2,500 sheets for the 25, 33 and 55 print devices. Also, the user needs to be able to re-size the paper trays for up to 11 x 17 inch paper.

3. Service and supplies. Lease agreement will include maintenance. Require maximum 4-hour service response time if service call is made between 8:00 a.m. and 1:00 p.m. If call is received after 1300, contract vendor will contact the Key Operator to determine if repair is critical to the mission of the Corps. If the repair is critical, repair personnel will be dispatched at the earliest possible time agreed upon by the vendor and the Key Operator.

Supplies: we want to pay only for the supplies we use. Copier supplies will be included in monthly fee with the exception of staples and paper. Supply costs, by machine, will be included in the monthly invoice.

Maintenance repair records per machine will be kept and made available to COE POC on a monthly basis. Maintenance service records will include service date, location of machine, service or repair made, supply usage, serial number, contact key operator name, time of call, service repair persons name, time of arrival, time of departure. At the end of each quarter, a summary report with each machines repair history will be provided to COE. Contractor will **provide an example of service record as part of selection criteria.**

Local contact for repair will be provided.

Minimum amount of copier supplies provided with delivery of equipment. Additional supplies provided either by delivery or shipment at no cost to COE to copier location upon call placed by Key Operator or COE POC.

List of copier supplies and estimated number of copies the supplies will support provided for each copier installed.

Maintenance will include all labor and parts

4. Copier replacement and relocation. Replacement of defective copiers will be completed at the request of the Corps of Engineers at no additional cost to the government. Before the copier is removed from the office, we require that the hard drive be cleaned off per government specifications. Relocation of existing copier equipment made within the FOB, 601 Eth 12th by contract vendor at no additional cost.

5. **Delivery and Installation.** Delivery will be no later than 1 October 2003. Delivery scheduling will be coordinated with Jan Burton. See attached office list.

6. **Billing.** Itemized monthly invoice indicating cost of each machine including optional features, copier/printer serial number, cost of supplies, date(s) of service, contract order number and monthly meter readings for each machine (both the copier and printer). Billings will be for the services rendered for previous month due no later than 10th of the following month. There will be no advanced billing. **Contractor will provide an example of the monthly invoice as part of selection criteria.**

7. COE POC for this contract is Jan Burton.

8. A signed statement that access cannot be gained to the network thru the Fax modem is required

9. Ability to store fax copies on hard drive and retrieve from disk.

10. Access to printer and copier hard drive to perform required security cleanup before replacement or disposal. The entire hard-drive contained in any unit must either be overwritten a minimum of three times using Department of Defense approved software or destroyed before leaving the premises. If this procedure is performed by the contractor, a signed statement verify that the required procedures have occurred, date it occurred and signature of personnel performing the hard drive cleanup.

11. Contractor will provide letters of reference from 3 customers with at least one being a government agency that addresses reliability of equipment, responsiveness of service personnel and adherence to technical and administrative requirements.

12. Technological upgrades will be offered to the government at no additional cost.

13. Contract will be for a period of 18 months with an option of 3 additional years. Contract will commence on 1 October 2003 thru 31 March 2005. Thereafter the option year for the contract will run from 01 April thru 31 March of the next year. This is to avoid the contract beginning on the 1st day of the new fiscal year.

14. Basic operator training will be provided within two weeks of installation date to key operators or their representatives. Jan Burton will be the POC for coordination of the training. The government will provide a list of key operators to the contractors.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__XX__ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

__XX__ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

__XX__ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__XX__ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__XX__ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__XX__ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

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

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) 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 (October 2000) (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 \$500,000 (\$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 (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

(End of Summary of Changes)