

Army Multi-Functional Devices (MFD) Enterprise Contracts Frequently Asked Questions

1. When a Request For Quote (RFQ) is issued, how do vendors get notified?

Answer: When a RFQ is issued using the CHESSE RFQ Tool, a notification is provided to the e-mail address designated by the vendor to receive RFQs. If for some reason the RFQ Tool in CHESSE is non-operational, customers may send RFQs directly to the vendors using the e-mail addresses designated on the CHESSE site.

2. Thresholds - how do you determine if value is above or below \$3K; by the monthly charge, yearly charge, or total order amount?

Answer: The Government would estimate the value based on their market research and commercial pricing. Even if below the \$3,000 threshold, all leases require a delivery order, even if using the Government Purchase Card.

3. Small Business set aside for less than \$150K?

Answer: Because there is only one small business contract holder, there is no requirement for small business set-aside for less than \$150,000. If, at the Government's discretion, an On-Ramp is completed and additional small businesses are brought into the contractor pool, the requirements for small business set-asides will be reassessed and implemented.

4. Please explain/clarify On-Ramp / Off-Ramp provisions?

Answer: The On-Ramp and Off-Ramp provisions are new trends in contracting which allow the Government to expand and contract as the competition pool and market changes. The Contracting Officer, at their discretion can execute an On-Ramp period at any time during the life of the IDIQ contract in order to increase competition or bring small businesses on board as they become available to meet the basic requirements of the IDIQ. It is solely within the Contracting Officer's discretion whether or not to open the On-Ramp period to other than small business.

Prior to the exercise of ordering period options, the Contracting Officer will review the performance of the vendors and make a determination to Off-Ramp any or all vendors as necessary by not exercising their option. This is not intended to be punitive. Various factors will be reviewed before a determination to off-ramp will be made. Contract performance, award history, and the vendor's contributions and ability to continue to contribute to healthy competition will all be taken into consideration.

5. Will incumbent/current MFD contract holders be notified when/if the On-ramp provision is exercised?

Answer: Vendors will be notified, but On-Ramps will not affect incumbent/current contract holders.

6. Will the On-Ramp provision only be utilized to obtain new Small Business partners?

Answer: That is the general purpose of the On-Ramp provision, but it is not exclusive. The Contracting Officer will make the determination whether an on-ramp is necessary and whether or not it should be limited to small business or not.

7. Please explain in more detail under Additional Discounts: “Contract provisions may not be waived nor additional products not specified in the contract be sold as part of the price reduction”?

Answer: This means that when responding to a RFQ the vendor, at their discretion, may propose additional discounts on equipment already approved at the IDIQ level. The vendor may not propose equipment not approved on the IDIQ, nor can any technical, security, or other contract requirements be waived in order to obtain said discount. If a vendor chooses to propose additional discounts, it must propose equipment and accessories already on the IDIQ contract.

8. Process for submitting equipment refresh/substitution or adding equipment/accessories/solutions to the contract?

Answer: A request for modification should be submitted to the IDIQ contracting officer for review and processing. The Contracting Officer will make a determination whether the substitution or addition is within the scope of the contract, and if so will provide the technical specifications to the appropriate personnel for technical acceptance and perform a price analysis to ensure prices are fair and reasonable. See Section D, paragraphs for Technical Refreshes and Substitutions.

9. Will ordering activities be able to order “Brand Name” or will RFQ requests be “or equal” or generic descriptions?

Answer: The Ordering Guide directs ordering activities to prepare requirements based on functional needs rather than specific to any one MFD model/manufacturer. If a requirement is solicited “Brand Name or Equal”, it is incumbent upon the vendor to demonstrate the equality of their proposed product. “Brand Name or Equal” solicitations should be avoided, since it puts additional burden on the vendors to provide information to show product equality and ultimately limits competition. For “Brand Name” requirements, the appropriate documentation and Justification & Approval should accompany the solicitation. Competition at the delivery order level should be preserved at all times.

10. Can on-site technician personnel be proposed for delivery orders?

Answer: A vendor may propose as part of their approach to providing maintenance an on-site technician, keeping in mind the established contract prices. It is solely at the discretion of the vendor to propose how they will deliver any required maintenance plans while keeping in mind the established contract prices cannot be exceeded. There are no provisions for acquiring services beyond those specifically called for in the IDIQ contracts and any services above and beyond would have to be satisfied through other contract instruments.

11. Will there be an ability to add professional services as an option such as assessments or onsite technicians?

Answer: Regarding professional services such as assessments or total print management solutions, the answer is no; not at this time. These services are outside the scope of the current MFD contract. See response to Question 10 above.

12. Does this contract allow for total print management solutions?

Answer: This contract does not contain stand alone services; any maintenance plan, technician, etc would be incidental to the purchase/lease of an MFD. Total Print Management services, however, are outside the scope of this contract. See response to Question 11 above.

13. What guidance is there for procurements that are already in progress? For example, solicitations that were issued and responded to prior to award of the MFD contracts?

Answer: This depends on the requiring activity. If any Network Enterprise Centers (NECs) are in this situation and are an Army requiring activity, they should stop and go through CHES to satisfy their requirement. Under no circumstance will a NEC sponsor an installation-wide MFD contract. As far as other organizations are concerned, there are other rules that apply. Policy requiring the use of CHES contracts for IT purchases including MFDs and computers has been in place. Before using a contract outside of CHES, the requiring activity must first get a statement of non-availability from PD CHES and then secure a Goal 1 Waiver from CIO/G6. This includes acquiring devices from GSA or the FSSI contract unless those contract vehicles are already on CHES. This requirement does not make any allowances for not using CHES contracts just because there are other contracts available from other non-DoD organizations or DLA which has its own contract. If the requiring activity does not have a statement of non-availability and GIW, the contracting officers should be asking for those documents before proceeding with any COTS IT Hardware or Software acquisition outside CHES.

14. What guidance is there for existing contracts with option years still available?

Answer: If an Army activity has a current contract, the current contract can run its course, this includes exercising any existing option years remaining on the contract. Once all options have been exercised, the Army activity must use CHES for follow-on COTS IT Hardware and SW contracts/requirements. Any NEW Army COTS IT Hardware and SW requirements must use CHES.

15. What about Army customers on Joint Bases?

Answer: If the requiring Army elements on a joint base are enclaved to an Army NEC they can use the MFD CHES contract if they are going to be on the Army network. The Government includes all of the IA/Security bells and whistles required to meet network standards. The Army has no control over the IA/Security requirements built into other-than-Army contracts, and as such, can't ensure that those devices bought from other contracts meet all of the Army security requirements. So joint activities or sister service activities who are connected to the Army network must meet our network requirements. The Government accounted for those non-Army activities as a small part of the initial market research and requirements development for the MFD contracts.

16. Are the Army Corp of Engineers and AMEDD networks different?

Answer: All DoD organizations are required to meet the same DISA STIGS. Those are universal requirements so in that regard, they are the same as the Army network. As an Army unit, connecting to the Army network, they should comply with the Army requirement to use the CHES vehicles. If the CHES vehicles do not satisfy their requirements, these organizations would need to get a statement of non-availability and GIW as all other Army activities are required.

17. Are Army National Guard customers required to use the MFD contracts?

Answer: Yes, see SOW paragraph C.1.2

18. Is there any possibility of payment/invoicing through EDI or is everything through WAWF?

Answer: Everything is done through Wide-Area Workflow (WAWF), except use of the Government Purchase Card.

19. Are Informational Contract Line Item Numbers (CLINs) and SubCLINs allowed?

Answer: Informational CLINs and SubCLINs are acceptable, especially in circumstances where one agency/organization may be placing an order for multiple organizations, such as a Garrison contract. In these instances, an information CLIN can be used for the main description of required supplies and funded by SubCLINs

20. We know that continental United States (CONUS) Army organizations/units/tenants MUST use the MFD vehicle through CHESS; but are OCONUS locations permitted to use the vehicle at their discretion?

Answer: These contracts are available to CONUS Army customers, or other Department of Defense (DoD) customers located on Army installations in the contiguous 48 states and Puerto Rico, including Army activities not physically located on local installations (i.e. remote sites), such as recruiting offices and ROTC units as well as the Corps of Engineers, Army National Guard and Army Reserve. For the purposes of this contract, CONUS does not include Alaska and Hawaii; therefore Army customers in those locations are not required to use this vehicle; however, those customers use this vehicle to fulfill MFD requirements as long as local network information assurance and security requirements are met, the vendor can deliver at the proposed prices and competition is not circumvented through the use of these contract vehicles. It has been deemed acceptable for vendors to bid on OCONUS requirements but that customers should be aware that additional shipping and delivery costs will be incurred for deliveries to OCONUS locations.

21. Can CHESS MFD opportunities be posted on FedBid?

Answer: PD CHESS cannot prevent customers from using FedBid in order to obtain quotes. It is not a prohibited source so the best PD CHESS can do is redirect customers to the CHESS website. Since not all of the MFD vendors are signed up to FedBid, the ordering guide states that using FedBid could result in unfair competition because Fair Opportunity requirements are not being met as required by FAR 16.505.

22. Are Army locations mandated to use this vehicle for MFD Purchase instead of ADMC2/Consolidated Buy/ITES-2H? ITES-2H vehicle is a total solution and a full MFD catalog will be available through ADMC and ITES-2H. How do customers know which vehicle to use?

Answer: CHESS is the required source. The directive and regulation to use CHESS does not designate which contract vehicle is required to be used. The ordering contracting officer should review the requirements, the available options on CHESS, and determine which vehicle is most appropriate to the requirement.

23. Is it possible to add solutions that will complement the hardware, i.e. e-Copy, Scan to PC desktop, Scan Flow Store and labor to install and configure these solutions? Can software be included on the contract as an accessory and made available for purchase/lease delivery orders?

Answer: Software solutions can be included as “accessories” or “options” that a customer may select as part of their delivery order for the purchase or lease of MFD equipment. Any software included in the contract must meet Army Networthiness requirements, be approved at the ordering contract level, and all software except the drivers and non-upgradable code on firmware must have a CoN before purchase. It is important to note that any installation/configuration charges should be included in your Firm-Fixed-Price quote for the cost of the system; and at no time shall quoted prices exceed the established contract pricing.

24. Would there be a limit on the number of units that may be added to an award? Would add-ons need to be coterminous to the original placement term? Would vendors be able to re-price add-ons in accordance with the remaining months of the original placement term?

Answer: This will be negotiated and determined at the delivery order level. This is addressed in the Ordering Guide for Ordering Contracting Officer's. The Government does not have the right to add any work to an order other than through bilateral modification. Therefore, the contractor can refuse any additions and the ordering contracting officer would have to obtain additional equipment through a separate order. There is zero risk to the contractor for this not being specified in the basic IDIQ.

25. Do Army activities have flexibility or latitude in their requirements? For example, can a unit or organization add more technical requirements in an RFQ as long as those requirements do not conflict/change the basic technical specifications of the IDIQ?

Answer: Requiring activities can state any additional requirements they may desire that are not included in the PWS, but under no circumstances can they request features that lessen the security requirements stated in the SOW nor can they add any requirements that make the device inappropriate for utilization on the network. Whether or not the vendor can accommodate the requirement is dependent on the vendor. The Government put together a contract that's intended to cover the 90% solution for most Army users. The products we specified should work on all Army Networks. If additional specifications result in only one vendor being able to respond, a sole source justification will be required. Generally, added specifications should be done in a manner as to not target a specific vendor. Requirements should be written in terms of functional needs instead of as brand name requirements. Competition at the delivery order level should be preserved at all times.

26. Section D.1 Addendum paragraph G.(i)(3): Please confirm that Termination Ceiling Charges apply if the Ordering Contracting Officer structures the order schedule so that the Government is not obligated for lease terms beyond the one year period. This is needed since the Government is requesting lease/CPC terms beyond 12 months.

Answer: Termination ceiling charges apply to any delivery order cancelled prior to end of the lease term, with the exception of termination for cause. This could be a 60 month lease terminated for convenience after 1 month or 59 months. See question 24 below.

27: D.1 Addendum paragraph G.(m)(3): Please include the applicability of the Termination for Convenience Clause on existing lease/CPC orders not affected by poor performance of Contractor.

Answer: Termination for Convenience Clause applies to terminations not related to contractor poor performance. Alternatives to termination costs apply when devices terminated from one contract can be applied to another requirement based on modifications to the original delivery order. As an example, a delivery order for five MFDs was established for a base plus 4 option years. At the end of the 1st option year, the requiring activity exercises the option on two MFDs and desires to terminate the other three devices. A second requiring activity needs three like devices from the original delivery order. The delivery order is modified to provide those three devices to the new activity and all associated costs are transferred to and born by the new activity. In this case, no termination costs apply since the same three devices are repurposed to a new activity with no loss to the vendor. This applies if the three devices never depart the installation. If the original requiring activity terminates those same three devices for convenience and the devices are not repurposed, termination costs for the remaining period apply.

28. For all MFD lease orders, will the Government include the intent to lease for the entire term (24, 36, 48, or 60) on the Delivery Order?

Answer: The RFQ should state all terms and conditions of the requirement to include required lease arrangement, period of performance, and any other special requirements. In addition, the RFQ should indicate the Government's intention in exercising options; however, intention may be caveated by indicating "Subject to Availability of Funds" with appropriate clauses included.

29. CONTRACT TERMS AND CONDITIONS, CLAUSES 252.212-7001: Are products required to be Trade-Agreement Act (TAA) compliant?

Answer: Yes, products must be TAA compliant.