

U.S. Department of Homeland Security



FIRSTSOURCE

Information Technology Commercial Commodity and Associated Services

Conforming Contract through Modification A00002 – August 20, 2009

This document provides the basic contract award terms and conditions for all FirstSource contractors. Each contract is identical except for the contract number (PIIN), the contractor's address, and Dynamic Pricing Model (DPM) rates (Attachment 4 of the Contract). Attachment 4 for each contract is provided separately. The period of performance for the contract is two year base period (February 7, 2007 through February 6, 2009) plus one year three option periods (February 7, 2009 through February 6, 2012).

Department of Homeland Security
Office of Procurement Operations
Information Technology Acquisition Center
Washington D.C.

CHAPTER A – STANDARD FORM 1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to complete blocks 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 67 Including Attachments	
2. CONTRACT NO. HSHQDC-07-D-		3. AWARD/EFFECTIVE DATE 02/07/2007		4. ORDER NUMBER		5. SOLICITATION NUMBER HSHQDC-05-R-00001	
7. FOR SOLICITATION Information Technology Acquisition Center (ITAC)				A. NAME		B. TELEPHONE (No Collect Calls) E-MAIL.	
9. ISSUED BY DEPARTMENT OF HOMELAND SECURITY OFFICE OF PROCUREMENT OPERATIONS INFORMATION TECHNOLOGY ACQUISITION CENTER 245 MURRAY DRIVE, SW, BLDG 410 WASHINGTON, DC 20526				CODE DHS		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET-ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 541519, Footnote 18 SIZE STANDARD: 150 Employees	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO: TO BE SPECIFIED ON INDIVIDUAL ORDERS				CODE		13b. RATING	
16. ADMINISTERED BY DEPARTMENT OF HOMELAND SECURITY OFFICE OF PROCUREMENT OPERATIONS INFORMATION TECHNOLOGY ACQUISITION CENTER 245 MURRAY DRIVE, SW, BLDG 410 WASHINGTON, DC 20526				CODE DHS		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR TELEPHONE: <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				CODE		18a. PAYMENT WILL BE MADE BY TO BE SPECIFIED ON INDIVIDUAL ORDERS	
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM				CODE		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/SERVICES SEE ATTACHED CONTINUATION SHEETS <i>(Attach Continuation Sheet as Necessary)</i>				21. QUANTITY		22. UNIT	
23. UNIT PRICE				24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATIONS INCORPORATE BY REFERENCE ADDENDA ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACTS/PURCHASE ORDERS INCORPORATE FAR 52.212-4 & 52.212-5 AS TAILORED AND SUPPLEMENTED BY CHAPTERS B AND C. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Purnell D. Drew				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER Purnell D. Drew	
31c. DATE SIGNED				31c. DATE SIGNED		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

STANDARD FORM 1449 (Rev 4/2002)
Prescribed by GSA – FAR 53.212

CHAPTER B – CONTINUATION OF SF 1449

SECTION A – EXECUTIVE SUMMARY

(CONTINUATION OF SF 1449, BLOCK 10)

A.1 Type of Contract

This is a Department-Wide Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract awarded under FAR Part 12. The types of delivery orders to be issued under this contract must be Firm Fixed Price (FFP) for supplies. Orders for services may be issued as FFP or Time and Materials (T&M). This contract is “mandatory-for-consideration” for the entire Department including its 22 organizational operating components. This contract is awarded under a 100% Small Business Set-Aside program using NAICS Code 541519, Footnote 18; the business size standard is 150 employees.

A.2 Contract Term

The term of the contracts will be two-year base period with three one-year option periods for a total term of five years if options are exercised. For the option periods, the contract shall be renewable as provided in FAR Clause 52.217-9, "Option to Extend the Term of the Contract," incorporated by reference in Chapter C, Part (1). The total contract performance period shall not exceed six months following the expiration of the last option period of the contract pursuant to FAR Clause 52.217-8, "Option to Extend Services" as incorporated by reference in Chapter C, Part 1.

A.3 Contract Coverage

The purpose of the FirstSource contracts is to provide DHS with the ability to purchase from the FirstSource contractors, a full array of Information Technology (IT) commodity products (hardware and software) and associated services using the contractor’s Dynamic Pricing Model (DPM) as described in Section B. The IT commodity products included in the scope of this contract include, but are not limited to, the minimum standard configurations set forth in Chapter D, Attachment 1. The associated services include, but are not limited to those listed below:

Associated Services:

- Configuration consulting and design
- Systems integration
- Installation of multi-vendor equipment
- Customization of hardware and software
- Training
- Product technical support
- Product maintenance
- End-user support.

FirstSource contracts include items of service and value added services in addition to items of supply. Use of the term “Delivery Order” in this document is not intended to express a limitation on the ordering of services provided under this contract, whether or not ordered in unison with supplies.

A.4 Key Features

The Contractors shall provide DHS with web-based ordering capabilities for all proposed catalogs. Additionally, the contractors are required to provide reporting services in accordance with Section C.4.2.8. In addition to all DHS components, Contractors providing IT services under other DHS Department-wide contracts (e.g., EAGLE, the Department-wide IT support services contracts) are authorized to purchase IT commodity products (hardware and software) from this contract on a “mandatory-for-consideration” basis. See Chapter D, Attachment 2 for the list of Acronyms and Abbreviations used in this acquisition.

(End of Chapter B, Section A)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General Description

The Contractor shall supply the technical and management solutions as described in Section C, Program Objectives.

B.2 Contract Minimums and Maximums

(a) The Government has awarded multiple contracts to independent contractors. In the two-year base period, the minimum amount of each award will be \$250. Orders beyond the minimum will be determined by user needs.

(b) The specific products and quantities will be identified on each delivery order issued under the base contract. The exercise of an option does not re-establish the contract minimum.

(c) The total value of all delivery orders awarded under all contracts including orders issued in option periods shall not exceed \$3,000,000,000.

B.3 Dynamic Pricing Model (DPM) and Minimum Configuration Pricing

The DPM is the Contractor's proposed pricing mechanism that continuously assures that DHS is receiving the lowest prices available for offered products and services in their published commercial catalogs for the duration of the contract. Since prices in the IT commodity market generally trend prices lower over time, the Contractor's DPM is structured to continuously reflect the new, lower prices and to ensure the Government is receiving the lowest prices available from OEMs for the offered products at the time of purchase.

The DPM shall maximize DHS's Department-wide buying power and shall apply to all delivery orders issued under the base contract for their full terms, unless one-time special pricing (less than the DPM prices) is offered in response to individual Delivery Order Requests for Proposals (DORFP). The DPM is applied to the Contractor's commercial catalog prices to determine the DHS-specific price. Additional services such as extended product warranty, technical support, order management, delivery, and installation, if required, will be specified in individual DORFP.

The Contractor's DPM rates submitted are incorporated under Section B (See Attachment 4). The Government reserves the right to monitor the DPM prices applied to each delivery order awarded periodically to ensure compliance as agreed to by the parties.

B.3.1 Published Commercial Catalog Guidelines

The Contractor's published commercial catalog shall, at a minimum, contain the manufacturer's name, part number, model number, technical specification, standard commercial warranty information, commercial list price, and DHS price for all IT commodities offered under the contract. However, offered product arrays may include information technology of any kind consistent with the DHS Enterprise Architecture. The Contractor shall provide its published commercial catalog in electronic format available to DHS customers.

Prices for all products and services shall be based on the published commercial catalog price as adjusted by the Contractor's DPM.

B.4 Lease Equipment

The Contractor shall offer and provide equipment lease financing when individual delivery orders issued under this base contract require it. Delivery and return of the equipment shall be addressed in the lease terms set forth in individual delivery orders.

The Government may contemplate leases of the following types: Lease to Ownership (LTO); Lease with an Option to Purchase (LTOP); and Straight Lease IT equipment. All leases may include integrated installation and warranty. Leasing terms and conditions and associated lease documentation will be established at the DO level.

The TO CO may terminate hardware leased under delivery orders issued under this contract, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4 (l) Termination for the Government's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

Annual Funding: When annually appropriated funds are cited on an order for leasing, the following applies:

(1) The base period of an order for any lease executed by the Government shall be for the duration of the fiscal year. All Government renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the Government exercises its rights hereunder to acquire title to the hardware prior to the planned expiration date or unless the Government exercises its right to terminate under FAR 52.212-4 (l) Termination for the Government's Convenience, or (m) Termination for Cause. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the TO CO notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the Government's intent to renew. Such notice to renew shall not bind the Government. The Government has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the Government exercises its option to renew, the renewal order shall be issued within 15

days after funds become available for obligation by the ordering office, or as specified in the initial order.

Crossing Fiscal Years within Contract Period: Generally, orders for leasing shall automatically terminate on September 30 except where a Component Ordering Office has specific authority to cross fiscal years with its appropriations. With that exception in mind, the Component Ordering Office may place an order to lease the hardware for a base period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years. Option periods would commence from the expiration date of the base period and each option period, if exercised.

SCHEDULE OF SUPPLIES/SERVICES – CONTINUATION OF BLOCK 20

Base Year: February 07, 2007 – February 06, 2009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0001	Information Technology Commodities and Associated Services in accordance with the FirstSource Program Objectives and the Contractor’s Commercial Catalog - Base Period	UNDEFINED	UNDEFINED

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0001AA	Information Technology Commodities IAW the Contractor’s Commercial Catalog as Mutually Agreed in Individual Delivery Orders	UNDEFINED	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0001AB	Associated Services as Mutually agreed in Individual delivery Orders	UNDEFINED	UNDEFINED

1st Option Year: February 07, 2009 – February 06, 2010

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0002	Information Technology Commodities and Associated Services in accordance with the FirstSource Program Objectives and the Contractor's Commercial Catalog - Option Period 1	UNDEFINED	UNDEFINED

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0002AA	Information Technology Commodities IAW the Contractor's Commercial Catalog as Mutually Agreed in Individual Delivery Orders	UNDEFINED	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0002AB	Associated Services as Mutually agreed in Individual delivery Orders	UNDEFINED	UNDEFINED

2nd Option Year: February 07, 2010 – February 06, 2011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0003	Information Technology Commodities and Associated Services in accordance with the FirstSource Program Objectives and the Contractor's Commercial Catalog - Option Period 2	UNDEFINED	UNDEFINED

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0003AA	Information Technology Commodities IAW the Contractor's Commercial Catalog as Mutually Agreed in Individual Delivery Orders	UNDEFINED	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0003AB	Associated Services as Mutually agreed in Individual delivery Orders	UNDEFINED	UNDEFINED

3rd Option Year: February 07, 2010 – February 06, 2012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0004	Information Technology Commodities and Associated Services in accordance with the FirstSource Program Objectives and the Contractor's Commercial Catalog - Option Period 3	UNDEFINED	UNDEFINED

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0004AA	Information Technology Commodities IAW the Contractor's Commercial Catalog as Mutually Agreed in Individual Delivery Orders	UNDEFINED	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	AMOUNT
0004AB	Associated Services as Mutually agreed in Individual delivery Orders	UNDEFINED	UNDEFINED

(End of Chapter B, Section B)

SECTION C – PROGRAM OBJECTIVES

C.1 Introduction

As a performance-based program, the contractor shall use the program objectives in achieving the DHS missions and strategic goals specified in the background. The program objective is to provide technical and management solutions that leverage existing industry best prices and Commercial-Off-The-Shelf (COTS) Information Technology (IT) commodities at the lowest available prices. The basic objectives and their background are set forth in subsection C.2 and C.3 below. Certain constraints, expressed as contract requirements are set forth in subsection C.4.

C.2. Background to Program Objectives

The Homeland Security Act of 2002 served to mobilize and organize the nation to secure the homeland from terrorist attacks. To this end, the primary reason for the establishment of the Department of Homeland Security (DHS) was to provide the unifying core for the vast national network of organizations and institutions involved in efforts to secure the nation. In order to provide better guidance to the 180,000 DHS employees, the Department developed its own high-level strategic plan. The vision and mission statements, strategic goals and objectives provide the framework guiding the actions that make up the daily operations of the Department.

C.2.1 Organizational Mission and Strategic Goals

The organizational mission of DHS is to:

- Lead the unified national effort to secure America,
- Prevent and deter terrorist attacks,
- Protect against and respond to threats and hazards to the nation,
- Ensure safe and secure borders,
- Welcome lawful immigrants and visitors, and
- Promote the free-flow of commerce.

DHS' strategic goals to support the organizational mission are:

Awareness -- Identify and understand threats, assess vulnerabilities, determine potential impacts and disseminate timely information to our homeland security partners and the American public.

Prevention -- Detect, deter and mitigate threats to the homeland.

Protection -- Safeguard the public and its freedoms, critical infrastructure, property and the economy of the Nation from acts of terrorism, natural disasters, or other emergencies.

Response -- Lead, manage and coordinate the national response to acts of terrorism, natural disasters, or other emergencies.

Recovery -- Lead national, state, local and private sector efforts to restore services and rebuild communities after acts of terrorism, natural disasters, or other emergencies.

Service -- Serve the public effectively by facilitating lawful trade, travel and immigration.

Organizational Excellence -- Create a culture that promotes a common identity, innovation, mutual respect, accountability and teamwork to achieve efficiencies, effectiveness, and operational synergies.

C.3 Purpose of the FirstSource Program and Program Objectives

In support of its mission and strategic goals, DHS requires commercial IT commodity solutions for a wide variety of applications throughout the Department and its 22 Components. DHS needs to access, as they occur, technological advances and new business practices that may increase productivity, efficiency, and/or reduce costs while leveraging DHS' Department-wide buying power to obtain the lowest available prices. Therefore, the purpose of this contract is to provide DHS with access to a wide and renewable variety of IT commodity products (hardware and software) from multiple Original Equipment Manufacturers (OEMs), and made available from published commercial catalogs.

The FirstSource Program Objectives that the Department intends to achieve over the course of the program are to:

1. Obtain the lowest prices for all products and related services on catalogs offered by the contractor as determined through application of the contractor's Dynamic Pricing Model to the catalog offerings.
2. Maintain continuous access to a broad range of IT and new technology as it is introduced to the commercial marketplace through the contractor's commercial catalog.
3. Provide and implement a set of performance measurements and metrics for the contractor's achievement of the FirstSource Program Objectives, to provide current and accurate data for measuring the contractor's performance over the entire term of the contract; and to provide current and accurate data for the following areas:
 - Customer Satisfaction Measurement,
 - Spend Management,
 - Asset Management Measurement, and
 - Problem Resolution Measurement.
4. Meet dynamic DHS customer requirements for IT commodities, special delivery needs, and related services throughout the term of the contract.
5. Apply the contractor's commercial "punch-out" capability for the order input and tracking process which DHS customers can access through the secure, DHS sponsored web-portal in accordance with Section C.4.2.7.

6. Implement Standardized IT configurations and solutions consistent with the evolving DHS Enterprise Architecture standards.

Note: Ordering offices must comply with DHS Enterprise Architecture (EA) requirements. As DHS' EA requirements evolve, products initially offered and made available may not comply with new EA requirements, and may not therefore be orderable any longer to ensure compliance with the EA approved initiatives and standards.

C.4 Requirements

This section describes DHS's technical and management requirements and consideration that must be accommodated by the Contractor's in the development of potential solutions. *These items relate directly to the FirstSource Program Objectives listed in Section C.3.*

C.4.1 Technical Requirements

Chapter D, Attachment 1 lists the DHS Minimum Configurations and describes the primary components of those configurations. The Contractor shall meet or exceed all requirements listed in these configurations. The following sections describe additional technical requirements and considerations that the Contractors shall address in their technical solutions.

C.4.1.1 Power Requirements

The Contractor shall provide hardware that is operable at all DHS locations including OCONUS locations using the standard power outlets available at the location.

C.4.1.2 Section 508 Electronic and IT Accessibility Standards Requirements

The Section 508 Electronic and Information Technology (EIT) Accessibility Standards, established by the Architectural Barriers Compliance Board (Access Board), are incorporated into, and made part of all DHS contracts, solicitations and purchase orders developed to procure, develop, or maintain EIT. See Chapter D, Attachment 3, Section A-3.1 for these standards. The Contractor shall comply with the technical standards at 36 CFR 1194 and all Section 508 standards in performing this contract.

C.4.1.3 System Requirements

The Contractor shall provide hardware and software components that are factory-installed and ready for immediate use (e.g., device drivers loaded; all cables and adapters included) unless otherwise specified in individual delivery orders. The Contractor shall provide the latest technical and user manual either included or available on-line, or both, for all products offered. DHS intends to integrate products provided from these contracts into various DHS network environments. For this reason the Contractor shall provide products under this contract that contain industry standard ports and interfaces for, among other things, network connectivity, printing, communications, and device control. DHS participates in the Federal Electronics Challenge (FEC) program.

During the term of this contract, the Contractor shall deliver, furnish for Government use, or furnish for contractor use at a Government-owned facility, only personal computer products that at the time of submission of proposals were the Electronic Products Environmental

Assessment Tool (EPEAT) Bronze registered or higher where such EPEAT products are available at www.epeat.net.

Personal computer products include a notebook computer, a desktop computer, or a computer monitor, and any peripheral equipment that is integral to the operation of such items. For example, the desktop computer together with the keyboard, the mouse, and the power cord would be a personal computer product. Printers, copiers and fax machines are not included in peripheral equipment, as used in the FAR definition.

When a requester specifies personal computer products that are not EPEAT registered and suitable EPEAT products are available, the Contractor shall:

- a. Notify the requester of the requirement to purchase the EPEAT product; and
- b. Provide a suitable alternative(s) that meet the EPEAT registered requirements.

C.4.1.4 DHS Enterprise Licensing Requirements

DHS has a department-wide Enterprise License Agreement (ELA) for the acquisition of Microsoft Software enterprise products (excluding Windows Client Operating System). All of these Microsoft enterprise products are acquired by DHS through this vehicle. Therefore contractors shall not duplicate, mark-up, or otherwise increase the price of any Client PC or Server to provide this enterprise software for which DHS already has an agreement in place.

C.4.1.4.1 Microsoft Software Pricing

For consistency in FirstSource pricing, all Client PCs and Servers will be priced as replacement systems. The ELA allows for the transfer of the existing licenses to the replacement systems. Client PCs should be priced to include only the basic operating system with no additional OEM software; Servers should be priced to include no operating systems. Successful FirstSource Contractors will be provided complete details regarding DHS's ELA after award.

C.4.1.5 New Equipment and Software Release

The Contractor shall provide only new OEM equipment under this contract. Third party components/parts integrated into a system that are configured by the Contractor must be authorized and approved, in writing, by the Government. The use of third party components/parts must meet all specifications of the Government's requirement, must comply with existing DHS Enterprise Architecture standards, and must include equivalent standard customary warranty service. The Contractor must disclose which components/parts are the third party components/parts in the proposal, and the decision to accept or reject the proposal rests with the Government. For software products, the Contractor shall provide only the latest commercially available version under this contract unless otherwise expressly approved, in writing, by the Government. The Contractor will assist the Government in obtaining the software technical support (updates, patches, bug-fixes, etc) for all products purchased under this contract.

C.4.1.6 Americans with Disabilities Act

Some users with disabilities may require specialized hardware and software to effectively operate the provided products. Specialized hardware and software requirements will be defined on a case-by-case basis. These products will be specified and priced at the time the specific delivery order is issued under the base contract. The Contractors are not required to include such products in their catalogs; however, the ready availability of these products by offerors will be considered.

C.4.1.7 Enterprise Software Licensing

DHS will not acquire any enterprise software licenses through this contact that are otherwise available under an existing SmartBuy contract. DHS may acquire software licenses through any of the following contracting methods:

- General Services Administration (GSA) SmartBuy Contracts
- DHS Enterprise Licenses
- Other Government-wide Acquisition Contracts (GWACs)
- FirstSource Contracts

C.4.1.8 FTS 2001 Requirements

When equipment is ordered from FirstSource contracts for use in conjunction with the FTS 2001 network, FirstSource contractors shall provide equipment compatible and compliant with FTS 2001 requirements and standards.

C.4.2 Management Requirements

The following sections describe the management requirements that the Contractor shall address in their management solutions.

C.4.2.1 Production and Business Capability Requirements

The prime Contractor and their respective project teams, including major subcontractors, OEMs, and suppliers, shall be capable of meeting the following production and business requirements:

1. Production and delivery of at least the following volume per month: 5,000 desktop systems, 500 advanced servers; and 500 portable systems with the associated software, services, and peripherals.
2. Management Staffing and Infrastructure, Financial Capacity and Infrastructure, Data Systems, Fulfillment Capacity and Infrastructure, and Administrative and Billing Capacity suitable, at a minimum, for the production and delivery volumes set forth in paragraph 1.

C.4.2.2 DHS Imaging Requirements

The Contractor shall provide DHS image installation services on designated equipment as specified in individual delivery orders. The Contractor's DHS image installation process shall include adequate burn-in time to assure image integrity. The Contractor shall maintain an

electronic library of all DHS provided images, accessible to DHS upon request. The Contractor shall consider the DHS image data as proprietary information and shall protect this information in accordance with applicable Government regulations.

C.4.2.3 OEM Management Requirements

The prime Contractor shall be responsible for the management of their OEMs, suppliers and subcontractors during the term of the contract. Attributes of such responsibility are expected to involve the assessment, selection, coordination, and management of the OEMs, suppliers, and subcontractors who provide the products included in the proposed catalog.

C.4.2.4 Technology Refreshment Requirements

The Contractor shall be responsible for introducing new equipment (both hardware and software) to their catalog as soon as it is commercially available from the OEM(s).

C.4.2.5 Performance Metrics Requirements

The Contractor shall have performance measurements, including any associated incentives/penalties, and metrics to gauge contract performance and fulfillment of the Program Objectives in Section C.2. The contract metrics shall be collected, managed, maintained, and reported on by the contractor throughout the entire term of the contract.

C.4.2.6 Warranty Requirements

The Contractors shall provide the standard commercial warranties for all products under this contract. Product warranties shall include a product return policy. Any OEM warranties associated with products delivered under this contract shall be available directly to DHS. Extended warranties may be required by DHS as specified in individual delivery orders. See warranty requirements in Chapter D, Attachment 1, DHS Minimum Configurations.

C.4.2.7 On-Line Catalog, Order Input and Processing Requirements

The Contractor shall provide, at no additional cost, its standard commercial "punch-out" capability for the order input and tracking process which DHS customers can access through the secure, DHS provided web-portal "DHS Online". Use of this portal requires safeguarding PII (Personal Identifiable Information) and therefore, obtaining customer profiles to access contractor DHS catalogs cannot be accessed per the DHS Information Technology Systems Security MD # 4300.1 and DHS Web (Internet, Intranet, and Extranet Information) and Information Systems MD # 4400.1. The order processing capability shall include the following functions at a minimum:

- (1) Access to on-line order input
- (2) Capability to process written orders
- (3) On-line order tracking capability that shows order acknowledgement, status and estimated delivery dates
- (4) Complete, current catalog with product information, prices, model numbers, technical compatibility requirements, etc.
- (5) A link to 508 Compliance VPAT information within the DHS vendor Catalog

C.4.2.8 Reporting Requirements

DHS requires reporting and data as detailed below. DHS holds non-exclusive, fully paid rights to hold, use, distribute, transfer such data, and to modify such data for its use. DHS' rights are perpetual in duration and worldwide in scope. The Contractor shall provide DHS with electronic copies of all such data upon its request if the data is not otherwise available in the aggregate to DHS as a matter of course.

C.4.2.8.1 Spend Management

The Contractor shall provide current and accurate data regarding the description of purchase, the amount awarded and the component making the award. This report shall be submitted with the following information on a monthly basis. Template is provided under Chapter D, Attachment 5.

- DHS Component
- Requiring Activity/Office
- Delivery Order Number
- Award Date
- CLIN or Part Number
- Manufacturer
- Supply/Service Item Description
- Commercial Unit Price
- DHS Contract Unit Price
- Per Item Delta
- Quantity
- Total Award Amount
- Total Discount
- Ship to Address

The report shall be submitted electronically as a comma-separated value (CSV) formatted spreadsheet. The report is due by the 15th calendar day of each month with activity of the previous month. (For example: The report due February 15th to cover the awards for the period January 1st through January 31st. If the 15th calendar day falls on a weekend or holiday, the report is due the following business day.) If there is no activity during the reporting period, a "no activity" report shall be submitted. A copy of the delivery orders and delivery order modifications awarded during the report period shall be submitted. The report and attached delivery order / modification copies shall be submitted via email to the FirstSource Program Manager at DHSESO.FIRSTSOURCEADMIN@HQ.DHS.GOV and to Ms. Mae Kim, Contract Specialist at Mae.Kim@dhs.gov. The subject line of the email shall be annotated with - Monthly Spend Management Report (Month) (Contract No.)

C.4.2.8.2 Asset Management

Deleted by Modification A00001.

C.4.2.8.3 Problem Resolution

The Contractor shall provide problem resolution report regarding the status and/or resolution of delivery and/or performance issue, product deficiency, warranty repair service, etc. on a monthly basis with the following information. The report is due by the 15th calendar day of each month with activity of the previous month.

- Date of problem/issue occurred
- Requestor's name, organization name, and telephone number
- Description of problem/issue
- Course of action taken
- Date of resolution completed

C.4.2.8.4 Warranty Report

The Contractor shall provide current and accurate warranty information by specific product or delivery order upon the request of the Government. Order number and serial number shall be included in the request.

C.4.2.8.5 Performance Measurement Report

Annually, the Contractor shall submit a performance measurement report which elaborates on the contractor's performance on the contract as gauged by its achievement of the offered performance measurements and metrics. This report will vary by each contractor depending on its performance measurements and metrics proposed in the technical proposal. The report shall be submitted to the DHSESO.FIRSTSOURCEADMIN@HQ.DHS.GOV by 15th of October of each year.

C.4.2.8.6 ITVAR Value Added Services Content

Deleted by Modification A00001.

C.4.2.8.7 EPEAT Report

The Contractor shall provide the EPEAT report on a quarterly basis. Each quarterly report shall quantify the number of EPEAT registered and non-EPEAT registered products purchased or leased under this contract for the specified quarter. The information must be reported in the template form provided at Attachment 6 of the contract and submitted to the COTR at Lee.Thompson.Jr@dhs.gov and dhsfirstsource@hq.dhs.gov for the CO and cc to the DHS Environmental Program Manager at peter.wixted@dhs.gov, no later than the 15th of the following month. Each quarterly reporting period is defined as follows:

Quarter	Reporting Period	Due Date
1 st Quarter	October 1 – December 31	January 15
2 nd Quarter	January 1 – March 31	April 15
3 rd Quarter	April 1 – June 30	July 15
4 th Quarter	July 1 – September 30	October 15

C.4.2.9 Industry Certifications and Recognition Considerations

The Contractor and its FirstSource team shall disclose, and the Government will consider, relevant industry standards certifications, recognitions and awards, and acknowledgements as suggestive of the Contractor's ability to successfully perform the contract. Consequently, the Contractor should consider such matters in constituting its FirstSource team.

C.4.2.10 Customer Support and Technical Assistance Considerations

DHS has substantial IT support services available through other sources, e.g., the organization's help desk capabilities and other contracts such as EAGLE. The Contractors shall consider the availability of these services in development of their solutions. DHS may require technical assistance that supplements the existing DHS help desk capabilities. Individual requirements for technical assistance, which may include installation and integration of ordered equipment, will be specified in individual delivery orders issued under the base contract.

C.4.2.11 Testing Considerations

DHS may require the Contractors to provide equipment for testing and evaluation purposes. The terms and conditions for providing equipment for testing purposes will be addressed in individual delivery orders.

C.4.3 Applicable Standards as Requirements

The Contractor's offered equipment and software shall conform to any applicable standards identified in Chapter D, Attachment 3, and shall continue to comply with the applicable standards as they are revised from time-to-time during the period of contract performance.

(End of Chapter B, Section C)

SECTION D – PACKING, PACKAGING, AND MARKING

(CONTINUATION OF SF 1449, BLOCK 15)

D.1 Packaging, Packing, and Marking

Products shall be packaged, packed, and marked in accordance with the Contractor's standard commercial practices. The Contractor is fully liable for all damage, deterioration, or losses incurred during shipment and handling, unless the damage, deterioration, or losses are due to the fault of the Government. The Contractor shall provide a packing slip which shall accompany each carton with information identifying the contract number, the order number, a description of the hardware/software enclosed (manufacturer name, model number, serial number), and the customer point of contact.

D.2 Environmental Considerations

The Contractor shall use (where possible) packing materials which have the least impact on the environment when manufactured or discarded, including, brown cardboard in lieu of cardboard which has been bleached white and/or dyed, and materials which both decompose and are recyclable in lieu of recycle-only products such as plastic or styrofoam.

(End of Chapter B, Section D)

SECTION E - INSPECTION AND ACCEPTANCE

(CONTINUATION OF SF 1449, BLOCK 15)

E.1 Inspection and Acceptance

For payment purposes, inspection and acceptance of all deliverables will be deemed to have been performed within 7 days of receipt of shipment documentation or other confirmation of receipt of delivery by the ordering entity.

E.2 Partial Delivery and Acceptance

Partial deliveries will be allowed solely at the discretion of the Government. In the event the Government determines that partial deliveries are allowable, the delivery order must so state. If the Contractor is granted partial shipment authorization, the original packing slip shall clearly identify those items not shipped. The balance of the order shall also be made via packing slip(s) and shall clearly indicate that this shipment(s) constitutes the balance of the original order.

E.3 Hardware and Software Acceptance Testing

DHS will on occasion place large delivery orders with phased deployment requirements. When individual delivery orders require acceptance testing, specific instructions will be included in the DORFP. These instructions will include acceptance test procedures, performance standards, place and period for testing, etc.

(End of Chapter B, Section E)

SECTION F – DELIVERY

(CONTINUATION OF SF 1449, BLOCK 11)

F.1 Delivery Requirements

All systems, equipment, software, and user-installable components ordered under this contract shall be shipped F.O.B. Destination within Consignees Premises, unless otherwise specified on individual Delivery Orders.

F.2 Delivery Schedules

The Contractor shall deliver all items within 15 calendar days after acceptance of a delivery order or as proposed by the Contractor if for a lesser amount of time. The Contractor may request that it be permitted to make delivery within a longer period of time for extremely large orders, orders requiring special integration, and orders with diverse delivery locations. The decision to permit or negotiate a longer period of time for delivery rests exclusively with the Government.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract including all options shall be sixty (60) months beginning on the effective date of contract. This includes two-year base period and three one-year option periods.

F.4 DELIVERY ORDERS PERFORMANCE PERIOD

Delivery orders may be placed during the Base and Options Periods (provided each applicable option period is exercised). The performance period for each delivery order shall be specified in the delivery order.

F.5 PLACE OF PERFORMANCE

Services required under this contract will be performed primarily in the Washington, DC metropolitan area; however, performance may take place in any of the 50 states. In addition, services may be required in any country in which the U.S. Government Departments or Agencies have a presence. The specific place of performance will be stated in the individual delivery orders.

F.6 PERIOD OF PERFORMANCE FOR OPTIONS

The period of performance for the base and options, if exercised, shall be as follows:

Base Period (CLIN 0001): February 07, 2007 - February 06, 2009
Option 1 (CLIN 0002): February 07, 2009 - February 06, 2010
Option 2 (CLIN 0003): February 07, 2010 - February 06, 2011
Option 3 (CLIN 0004): February 07, 2011 - February 06, 2012

(End of Chapter B, Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Authorized Users

All Warranted Contracting Officers of the DHS, its Components, and other Federal agencies in support of homeland security are authorized ordering officers. Other Government Agencies (OGA) may use this contract when obligating DHS funds on behalf of DHS or any of its components. The DHS Head of Contracting Activity (HCA) having authority for the requirement must authorize the OGA, in writing, to obligate the funds on behalf of that DHS Component.

G.2 Contracting and Administration Authority

G.2.1 FirstSource Program Manager and Contracting Officer's Technical Representative (COTR):

Program Manager:

Name: Sheila Holmes, Associate Director
Address: Department of Homeland Security
Office of Procurement Operations
Acquisition Program Management Branch
245 Murray Lane, SW, Bldg 410
Washington, DC 20528
Email: Sheila.Holmes@dhs.gov

Primary COTR and Alternate COTR Information:

Name: Iris Lee Thompson (Primary)
Address: Department of Homeland Security
Office of Procurement Operations
Acquisition Data Management Branch
245 Murray Lane, SW, Bldg 410
Washington, DC 20528
Tel No: 202-447-5293
E-mail: Lee.Thompson.Jr.@dhs.gov or
ESO,FIRSTSOURCEADMIN@HQ.DHS.GOV

Name: Allison M. Smith (Alternate)
Address: Department of Homeland Security
Office of Procurement Operations
Acquisition Program Management Branch
245 Murray Lane, SW, Bldg 410
Washington, DC 20528
Tel No.: 202-447-5594
E-mail: Allison.M.Smith@dhs.gov

The COTR for this contract will be identified by the Contracting Officer through a written designation. A copy of the letter of delegation with specific duties and responsibilities will be provided to the Contractor. The FirstSource Program Manager and the COTR are responsible for acquisition program management and oversight, and as such shall review all issues or concerns from the Contractors before they are elevated to the Delivery Order Ombudsman (Section H.9).

G.2.2 Contracting Officer (CO) – Overall Contract Level

(a) The CO is the only person authorized to approve changes to, or modify any of the requirements under the contract. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The overall contract level CO and ACO for this contract is:

Name: Mae Kim
Address: Department of Homeland Security
Office of Procurement Operations
Information Technology Acquisition Center
245 Murray Lane, SW, Bldg 410
Washington, DC 20528
E-mail: Mae.Kim@dhs.gov or dhsfirstsource@hq.dhs.gov
Tel No: 202-447-5604

(b) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the dhsfirstsource@hq.dhs.gov. The CO for the base contract is the only official authorized to terminate for cause, to issue notices of termination for cause, and to issue cure notices and show cause notices.

G.3 Contract Administration Responsibilities

G.3.1 The Contract Level Contracting Officer is responsible for overall management and administration and the final close out of the contract, and when necessary, shall:

- (a) Provide scope oversight;
- (b) Serve as liaison between the Contractor and the Department;
- (c) Ensure compliance with contract requirements;
- (d) Issue the CO's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
- (e) Issue all contract modifications against the contract.

G.3.2 The DO CO is responsible for preparing the delivery order request for proposals (DO RFP) and for establishing the technical and price/cost evaluation teams associated with each delivery order. The DO CO also formulates appropriate evaluation criteria and factors to ensure quality competition and provide the best value for each effort. In no event will a delivery order

change the requirements of the FirstSource contracts. Should the contract user require such a change, specific approval must first be obtained from the contract level contracting officer. The DO CO is responsible for:

- (a) Issuing delivery orders and ensuring they contain the information listed in Chapter B, Section G.7 of the contract;
- (b) Completing any or all administrative contractual actions concerning individual delivery orders;
- (c) Terminating delivery orders, for convenience or cause, and canceling delivery orders at no additional cost to the Government;
- (d) Ensuring that delivery orders are within the scope of the contract;
- (e) Performing inspection and acceptance or rejection of the equipment/services provided by the contractor;
- (f) Approving or withholding payments, or authorizing partial payment of invoices;
- (g) Completing periodic past performance reports, with input from the assigned COTR;
- (h) Administration and final closeout of delivery orders; and
- (i) Forwarding an end of fiscal year notification to the FirstSource Contracting Officer (either by memo, letter, or electronically), stating which delivery orders awarded in preceding fiscal year are closed with final disposition complete, including release of claims letter, if applicable.

G.4 Delivery Order Solicitation

The DO CO makes a DO RFP available to all FirstSource contractors, unless a fair opportunity exception applies or a catalog-based competition is appropriate. The solicitation process is conducted either manually, or via an electronic process, if available. The proposal request will set forth the Government's specific IT hardware and/or software requirements, a detailed description of the services required (if applicable), delivery date or period of performance, report deliverables, and the due date for proposal submission(s). The proposal request will also include specific instructions for proposal submissions.

When purchasing personal computer products as defined in Section C.4.1.3, the DO CO will verify EPEAT product availability from www.epeat.net website and ensure to request EPEAT Bronze registered or higher products in the solicitation. When only non-EPEAT product is available to fulfill the requirement, the DO CO will document in file and provide a waiver of notification to the Contractors in the solicitation that will allow them to propose an Energy Star Certified product. If an Energy Star product is not available, then a non-EPEAT/Energy Star product can fulfill the requirement.

DHS will ensure that adequate time is provided to prepare and submit responses. The DO CO will determine the appropriate amount of time based on the estimated dollar value and complexity of the proposed delivery order. The due date for proposal submission(s) is set forth in each DO RFP.

In accordance with Section 843 of the 2007 National Defense Authorization Act (NDAA) all DO RFP's in excess of \$5 Million shall include:

- Evaluation factors and sub-factors including cost or price with relative order of importance
- Basis for Award
- Provide opportunity for a post-award debriefing upon request

G.5 Delivery Order Procedures

(a) The DO CO shall provide a fair opportunity to each contractor to be considered for all delivery orders exceeding the micro-purchase threshold (\$3,000), except as provided in FAR Part 16.505(b)(2).

(b) The Contractor shall use electronic order processing to the maximum extent possible as stated in Chapter B, Section C.4.2.7.

(c) If an e-procurement system is not available, a manual solicitation approach (email or hard copy DO RFP) will be used. Each contractor will evaluate the opportunity and determine whether or not to submit a proposal.

(d) The Contractors must either submit a proposal, or a "No Bid" on all solicitations.

(e) If the Contractor intends not to submit a proposal, a "No Bid" must be submitted to the DO CO. All "No Bids" shall include a brief explanation as to reason for "No Bid" and response may take the form of an e-mail transmission to the DO CO. This explanation is not required when components use FedBid reverse auction tool until such capability is added to the Fed.Bid software.

(f) The proposal shall indicate either compliance with, or exception to, the requirements, risks, assumptions, and any conflict of interest issues. Both oral and written technical proposals shall address, as appropriate:

- Proposed IT hardware (make and model);
- Proposed value-added services;
- Other proposal elements (materials, travel and training, etc.);
- Delivery terms;
- Teaming arrangement (including subcontracting);
- Other pertinent data, (e.g., potential conflict of interest issues);
- Electronic Products Environmental Assessment Tool (EPEAT) compliant;
- and
- Applicable Section 508 technical standards and functional performance criteria.

Note: Exceptions to Section 508 will be identified by the Government in the DO RFP

(g) The proposal shall include detailed pricing for all resources required to accomplish the effort. The Contractor is permitted to propose pricing that is lower than originally proposed and established in the contract.

(h) Other related information shall always be in writing and shall address relevant information as required by the contract or requested by the DO RFP. The Contractor shall assume all costs (as an indirect charge) associated with proposal preparation for delivery

order awards under the fair opportunity process. The Government will not reimburse awardees for direct charges on fair opportunity proposals.

(i) “Gray Market” products are prohibited under this contract. “Gray Market” products are defined as goods that are purchased outside the OEM’s authorized supply channels of distribution. When submitting the proposal in response to a request for quotation, the Contractor shall confirm that all offered or delivered products originated from the OEM or the OEM’s authorized resellers or distributors. The Contractor shall further warrant that no “Gray Market” products are being offered and misrepresented as being authorized by the OEM. The Contractor shall provide the Government with a copy of the End User License Agreement, when applicable, and shall validate that all IT products (hardware and software) and a customary commercial support and/or warranty service agreements are licensed and available for registration by the Government. In the event the Contractor fails to comply with these requirements, the Government may seek contractual remedies, including but not limited to termination of cause of this contract, and/or any delivery order issued hereunder.

G.6 Delivery Order Contents and Issuance

Delivery orders issued under this contract shall contain the following information:

- (a) Date of order
- (b) Contract number and order number
- (c) For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee
- (d) Delivery or performance schedule
- (e) Place of delivery or performance (including consignee)
- (f) Any packaging, packing, and shipping instructions
- (g) Accounting and appropriation data
- (h) Method of payment and payment office
- (i) Items for which partial deliveries are acceptable

Delivery orders may be issued orally, by facsimile on Optional Form 347 (or an agency prescribed form) or by electronic format at the discretion of the DO CO. The award decision will be announced to the prime contractor. Under no circumstances is the Contractor authorized to commence performance before issuance of a signed delivery order or other written approval provided by the DO CO. Unfunded delivery orders are prohibited.

G.7 Catalog-Based Competition

This section provides the use of the on-line catalogs described in Chapter B, Section C.4.2.7. DHS Pricing offered by the Contractor is set forth in their published commercial catalogs, or schedule of list prices, in a form regularly maintained by the Contractor. Catalogs shall be accessed through a Contractor’s URL link which allows the DHS customer open access once signed onto the portal.

The DO CO or authorized user can search and select the products that best meet their needs and take advantage of the marketplace’s competitive forces. Request for competitive

proposals are not required to fulfill the requirement of fair opportunity, nor is the conduct of negotiations required before award of a delivery order resulting from a catalog-based competition. Unless the DO CO concludes that the information in the catalog is insufficient to make an award, or based on the quantities required or other circumstances, FirstSource catalog comparisons fulfill the FAR requirement to grant fair opportunity to all awardees.

G.8 Fair Opportunity Exceptions

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the DO CO shall provide all awardees a “fair opportunity” to be considered for each order in excess of \$3,000, unless one of the statutory exceptions specified in FAR 16.505(b)(2) applies.

G.9 Fair Opportunity

Unless one of the exceptions at FAR Part 16.505(b)(2) applies, or catalog based competition is used, the DO CO will post and issue each delivery order requirement to all FirstSource contractors.

G.9.1 Purchase Not Exceeding the Micro-Purchase Threshold

Pursuant to FAR 13.202 and 16.505(b) (1) (i), the DO CO may make an award, at or under the micro-purchase threshold, without seeking competitive quotations. For a micro-purchase requirement, a DO CO can simply access a single catalog to select the commodities that best meet the Government’s needs and execute the buy, either through use of a purchase card or issuance of a delivery order.

G.10 Ordering Via Use of Government Wide Purchase Cards

In addition to the use of Delivery Orders, the Contractor shall accept orders under this contract via the use of Government-wide purchase cards. No separate fee shall be charged for use of Government-wide purchase cards.

G.11 Delivery Order Protests

In accordance with FAR Part 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract, except for

- (a) A protest on the grounds that the order increases the scope, period, or maximum value of the contract, or
- (b) Protests of orders in excess of \$10 million may only be filed with the Delivery Order Contracting Officer or the General Accountability Office (GAO), in accordance with the procedures at 33.104.

G.12 Invoicing and Payment

Unless otherwise stated in the delivery order, the Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) with the following information:

- (a) Name and address of the Contractor;
- (b) Invoice date and number;
- (c) Contract number, contract line item number (CLIN) and delivery order number;
- (d) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (e) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (f) Terms of any discount for prompt payment offered;
- (g) Name and address of official to whom payment is to be sent;
- (h) Name, title, and phone number of person to notify in event of defective invoice; and
- (i) Electronic funds transfer (EFT) banking information.

All invoices shall be submitted to the “Designated Billing Office” and/or “Designated Payment Office” address specified in each delivery order. Invoices will be handled in accordance with the Prompt Payment Act and a payment will be made for items accepted by the Government that have been delivered to the delivery destination set forth in each delivery order.

Invoice for a time-and-material or labor-hour delivery order shall be billed and processed in accordance with the FAR Clause 52.212-4, Alternate I (Feb 2007).

(End of Chapter B, Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(CONTINUATION OF SF 1449, BLOCK 27)

H.1 Post Award Conference

All Contractors shall attend a Post Award Conference. The Contractors will be notified of the exact time and location of the conference not later than seven calendar days prior to the scheduled date of the conference.

H.2 Equipment Modifications/Substitution under Issued Delivery Orders

For delivery orders issued under the base contract, the Contractor shall not substitute equipment or make any modifications to equipment ordered under issued delivery orders which would result in any change to the OEM or contractor model number, part number, or series on deliverable equipment unless authorized in writing by the ordering Contracting Officer.

H.3 Energy Star (E-Star) Compliance Certification

The Contractor shall provide evidence of meeting the Environmental Protection Agency (EPA) requirements for energy efficiency. Certifications shall be available for the delivered configurations of all products for which Energy Star requirements apply.

H.4 Status Meetings

All Contractors shall attend together, regular meetings with DHS to review contract status. Topics to be discussed will include, but are not limited to methods to improve contract performance and customer satisfaction, warranty support, order processing support, customer technical assistance, delivery performance, new products, processing of software updates.

H.5 Introduction of New Technology

Contractors are authorized to add new equipment to their commercial catalogs as it becomes available. This new equipment will then immediately be available to be ordered through the DPM under this contract, but cannot be substituted on issued Delivery Orders without the written approval of the ordering entity.

H.6 Program Manager

The Contractor shall appoint a Program Manager who will be the Contractor's authorized representative for technical and administrative performance of all products and services required hereunder. The Program Manager shall provide the single point of contact through which all contractor/Government communications, work, and technical direction shall flow. The Program Manager shall receive and execute, on behalf of the contractor, such technical direction as the Contracting Officer and his/her designated representative may issue within the terms and conditions of the contract. All administrative support of the contractor's technical personnel, and all interface and interaction with subcontractors, OEMs, and suppliers used by the contractor in performance of this contract, shall be the responsibility of the contractor. The Program Manager is designated as Key Personnel.

H.7 Key Personnel Substitution

The Contractor's Program Manager as described in Section H.6, is designated as Key Personnel. A key personnel position may, with the consent of the FirstSource Contracting Officer, be substituted or otherwise replaced, from time-to-time during the term of the contract. Prior to removing, replacing, or diverting the Program Manager, the Contractor shall promptly notify the FirstSource Contracting Officer in writing for approval at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (a) an explanation of the circumstances necessitating the substitution; and
- (b) a complete resume for proposed replacement including e-mail address, telephone and facsimile numbers.

H.8 Incorporation of Contractor's Proposal

The Contractor's entire technical/management proposal, and commercial catalog, submitted in response to this solicitation, as revised and accepted by DHS, is incorporated by reference as if it were incorporated in full text as a special addendum to this contract. Conflicts or inconsistencies between the contractor's proposal and other portions of the FirstSource contract, including but not limited to Chapter B, will be resolved by giving precedence to the other portions of the contract. See Chapter C, Part 1, "Contract Terms and Conditions – Commercial Items" (Feb 2007) (Tailored). Commitments undertaken and representations made in the contractor's incorporated proposal as to performance or other characteristics of the contractor's offered equipment or services that exceed requirements elsewhere specified in the contract become requirements of this contract, which the contractor is obligated to provide or perform under the terms of this contract.

H.9 Delivery Order Ombudsman

(a) In accordance with FAR Part 16.505(b)(5), the Delivery Order Ombudsman for this contract is cited in paragraph H.9(c) below. The Ombudsman responsibilities are to address Contractor concerns regarding compliance with the award procedures for Delivery Orders, review Contractor complaints on Delivery Order contracts, ensure all Contractors are afforded a fair opportunity to be considered for each Delivery Order, consistent with FAR 16.505(b), and when requested, maintain strict confidentiality of the Contractor requesting assistance.

(b) The Ombudsman shall not participate in the evaluation of proposals submitted on the basic contract, the source selection process on the basic contract, or the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

(c) Interested parties may contact the Delivery Order Contract Ombudsman of the component that awarded the Delivery Order.

(d) The Contract Level Ombudsman is responsible for the final recommendations or decisions for all orders under this contract, when resolution cannot be determined at the component level:

Director, Office of Procurement Policy and Oversight
Department of Homeland Security
Office of the Chief Procurement Officer
245 Murray Lane, SW, Bldg 410
Washington, DC 20528

The contact information for the DHS Ombudsman can be found at the following URL:
http://www.dhs.gov/xopnbiz/opportunities/editorial_0700.shtm#1.

H.10 Commercial Advertising

The Contractor agrees it will not publicize or advertise the award of this contract (or any order for performance under it) in such a manner as to state or imply that the Department of Homeland Security endorses a product, project, or commercial line of endeavor of the Contractor and shall, prior to publicizing or advertising the fact of award of this contract or the award of an order or performance under it, consult with the Contract Officer about the intended publicity or advertisement.

H.11 Contractor Performance Assessment

In accordance with FAR Parts 12.206 and 42.1502, federal agencies are required to prepare evaluations of contractor performance for all contract actions including delivery or task orders in excess of the simplified acquisition threshold (\$100,000).

The contractor performance evaluation for delivery orders will be conducted by the Government upon completion of the order. Contract level evaluation will be performed annually using the Department of Defense Contractor Performance Assessment Reporting System (CPARS). The link to the CPARS website is www.cpars.csd.disa.mil. The Contractor shall designate one Contractor Representative who is authorized to receive the electronic CPARS report and provide comments or rebuttal on behalf of the company.

(End of Chapter B, Section H)

CHAPTER C – CONTRACT TERMS AND CONDITIONS

(CONTINUATION OF SF 1449, BLOCK 27)

Part 1 – Clauses Incorporated By Reference

(FAR 52.252-2) (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 may be accessed electronically at these Internet addresses:

<http://www.gpoaccess.gov/executive.html> or <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.212-4	Contract Terms and Conditions – Commercial Items (Feb 2007)(Tailored) The tailoring of the clause occurs at paragraph (s), which is amended to read: (s) <i>Order of precedence.</i> Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212–5; (4) addenda to this solicitation or contract, except as set forth below; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; (9) the specification; and (10) the Contractor's proposal, if incorporated in full text or by reference, and any license agreements for computer software.
52.212-4, Alternate (Feb 2007)	When a time-and-materials or labor-hour contract is contemplated, substitute the paragraphs (a), (e), (i) and (l) for those in the basic clause.
52.216-18	Ordering (OCT 1995). <i>Fill in:</i> Date of award for a period of five years, if options are exercised.
52.216-19	Order Limitations (OCT 1995) <i>Fill ins:</i> (a) \$25.00 (b)(1) \$100,000,000 2) \$500,000,000 3) ten calendar days (d) seven calendar days
52.216-22	Indefinite Quantity (OCT 1995) <i>Fill in:</i> 180 days following the effective period of this contract (excluding warranties and leases of longer duration).
52.217-8	Option to Extend Service (Nov 1999)
52.217-9	Option to Extend the Term of the Contract (MAR 2000) <i>Fill ins:</i> (a) thirty (30) days before contract expiration (c) five years (see FAR 52.216-22 for terms regarding orders and items that survive the effective period of this contract).”
52.227-19	Commercial Computer Software –Restricted Rights (JUNE 1987)

(End of Chapter C, Part 1)

Part 2 – Contract Terms & Conditions Required to Implement Statutes or Executive Orders – Commercial Items

(FAR 52.212-5) (Feb 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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 shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(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.

(iii) Alternate II (Mar 2004) 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.

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (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) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([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](#).
- (12) [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](#)).
- (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of [52.222-50](#).
- (25)(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\(i\)\(2\)\(C\)](#)).
- (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).

___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (Jan 2004) of [52.225-3](#).

___ (iii) Alternate II (Jan 2004) of [52.225-3](#).

___ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

X (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

X (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

X (40)(i) [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](#)).

___ (ii) Alternate I (Apr 2003) 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.]

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (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.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([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 (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

__ (5) [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.*).

__ (6) [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.*).

__ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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 (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 (Sept 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) ([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)

(End of Chapter C, Part 2)

Part 3 – HSAR Clauses in Full Text

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES

(JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of

such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard

transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure*. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

(End of Chapter C, Part 3)

CHAPTER D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

(CONTINUATION OF SF 1449, BLOCK 20)

Attachment 1 - DHS MINIMUM CONFIGURATIONS

Attachment 2 - ACRONYMS AND ABBREVIATIONS

Attachment 3 – STANDARDS

Attachment 4 - DYNAMIC PRICING MODEL (DPM) RATES
(The DPM for each contract is provided separately)

Attachment 5 - TEMPLATE FOR SPEND MANAGEMENT REPORT
(CONTRACT LEVEL REPORT)

Attachment 6 – TEMPALTE FOR EPEAT REPORT (CONTRACT LEVEL REPORT)

Attachment 1 – DHS Minimum Configurations

Note: Blank boxes in the tables below are intentionally left blank.

1) MONITOR

Monitor Attributes				
	Small	Medium	Large	Extra Large
Monitor Type:	Flat Panel	Flat Panel	Flat Panel	Flat Panel
Viewable Size:	15 or 17	19	21	24
Min Screen Resolution (must meet):	800X600	800X600	800X600	800X600
Input:	Digital and analog	Digital and analog	Digital and analog	Digital and analog
Cable:	All necessary cables to operate the monitor: input, output and power	All necessary cables to operate the monitor: input, output and power	All necessary cables to operate the monitor: input, output and power	All necessary cables to operate the monitor: input, output and power
Tilt Adjustment:	Included	Included	Included	Included
Proprietary:	Prohibited	Prohibited	Prohibited	Prohibited
Drivers:	Included	Included	Included	Included
Warranty:	1 year, 4 hour response	1 year, 4 hour response	1 year, 4 hour response	1 year, 4 hour response
Monitor Upgrade/Downgrade Options				
	Small	Medium	Large	Extra Large
Height Adjustment:	Included	Included	Included	Included
Accessories:	Integrated speakers; Wall mount kit	Integrated speakers; Wall mount kit	Integrated speakers; Wall mount kit	Integrated speakers; Wall mount kit
Video:	Dual monitor mode	Dual monitor mode	Dual monitor mode	Dual monitor mode
Resolution	1280 x 1024	1280 x 1024	1280 x 1024	1280 x 1024

2) UNIX SERVER

Unix Server Attributes			
	Entry	Medium	High
Processors per System (Base):	2	4	8
Processor:	1.05 GHz UltraSparc III or equivalent	1.05 GHz UltraSparc III or equivalent	1.05 GHz UltraSparc III or equivalent
Main Memory (RAM) per system (Base):	2 Gig	8 Gig	32 Gig
Storage Controllers:	NA	Internal SCSI	Internal SCSI
System Management Ports:	2	2	2
Base Internal Storage Capacity:	4 disks with 73GB 7200 RPM HD	6 disks with 146GB 7200 RPM HD	Minimum 2 drive disks with 300GB 7200 RPM HD (if internal storage is not expandable) Minimum 8 drive disks with 300GB 7200 RPM HD (if expandable)
Chassis:	Standard and Rack Mountable	Standard Front & Side; Rack Mountable	Standard; Rack Mountable
Monitor:	Optional	Optional	Optional
Operating System:	RISC based buyer specified (e.g. Linux, Unix, AIX)	RISC based buyer specified (e.g. Linux, Unix, AIX)	RISC based buyer specified (e.g. Linux, Unix, AIX)
I/O Adapter Slots:	3	3	3
I/O Ports:	1 Serial, 2 PCI, 2 USB, Video 15 Pin VGA	1 Serial, 2 PCI, 2 USB, Video 15 Pin VGA	1 Serial, 2 PCI, 2 USB, Video 15 Pin VGA
Network Ports:	4 10/100/1000 NICs	4 10/100/1000 NICs	4 10/100/1000 NICs
Minimum Cache:	L2 Cache	L2 Cache	L2 Cache
Removable Media:	DVD-CD Combo	DVD-CD Combo	DVD-CD Combo
Power Supply and Fans:	Hot swappable; redundant power supplies and adequate cooling capacity	Hot swappable; redundant power supplies and adequate cooling capacity	Hot swappable; redundant power supplies and adequate cooling capacity
Warranty:	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response
Software:	Diagnostics	Diagnostics	Diagnostics
Rack Mount:	Optional with Rail Kit	Optional with Rail Kit	Optional with Rail Kit
Drivers:	Included	Included	Included
Other:	Hot swappable drives; memory and NICS with redundancy	Hot swappable drives; memory and NICS with redundancy	Hot swappable drives; memory and NICS with redundancy

Unix Server Upgrade/Downgrade Options			
	Entry	Medium	High
Downgrade Internal Storage Capacity:	2 disks with 73GB 7200 RPM HD	4 disks with 73GB 7200 RPM HD	
Minimum Total # of Processor Expansion:		8	16
Minimum Storage Expansion	146 Gig	583 Gig	2TB
Network Adapters:	Fiber interface (10/100/1000)	Fiber interface (10/1000/1000)	Fiber interface (10/100/1000)
Minimum Total Memory Upgrade:	8 Gig	192 Gig	512 Gig
Mass Storage Adapters:	Fiber channel for optional hard disk array	Fiber channel for optional hard disk array	Fiber channel for optional hard disk array
Voltage:	220	220	220
Tape Library:	Yes	Yes	Yes
Mouse:	USB 2 button	USB 2 button	USB 2 button
Keyboard:	Full Size	Full Size	Full Size
Documentation:	Yes	Yes	Yes
Power Supply:	Y-Cord	Y-Cord	Y-Cord
SAN:	Yes	Yes	Yes
Warranty:	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note below)	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note below)	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note below)
Value Added Services:	Pre-configuration	Pre-configuration	Pre-configuration

Note: Keep your hard drive option – When the hard drive is replaced or upgraded under this warranty, the Government retains ownership of the damaged, upgraded, or replaced drive and cannot be required to return the hard drive to the contractor or manufacturer.

Complete Care Accidental Damage for Life of Warranty – This warranty covers all damages to the covered system(s) caused by accident, Acts of God (e.g., floods, hurricanes) and acts of terrorism. All systems covered by this warranty type should be repaired or replaced to normal operations.

3) SAN

SAN Attributes		
	Medium	High
Processor:	Fiber Channel 2	Fiber Channel 2
Architecture:	Redundant processing and storage interface	Redundant processing and storage interface
Reliability:	99.99%	99.99%
Software:	Included; CM, event notifications	Included; CM, event notifications
Drives:	Minimum 10RPM drives or higher and minimum expansion to 240 drives	Minimum 10RPM drives or higher and minimum expansion to 240 drives
Controller:	Compatible with drives	Compatible with drives
Raw Storage:	4TB, expandable to 16TB	Max for system
Network Interface:	Redundant fiber channel fabric storage network and interface	Redundant fiber channel fabric storage network and interface
Server Interface:	4 GB server interfaces	
Servers:	8 servers expandable to 120	15 Servers expandable to max for system
Rack Mount:	Rack mount w/rails	Rack mount w/rails
Miscellaneous:	All necessary cables, switches, and licenses included for 8 servers expandable to 120	All necessary cables, switches, and licenses included for 32 servers expandable to 120
Warranty:	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response

SAN Upgrade/Downgrade Options		
	Medium	High
Management:	Snap, mirror and full copy	Snap, mirror and full copy
Drive Sizes:	73, 146, 300, and 500	72, 146, 300, 500
License:	Dual processor Windows SAN connection; Quad processor Windows SAN connection	Dual processor Windows SAN connection; Quad processor Windows SAN connection
HBA:	Fiber Channel HBA compatible with SAN	4GB Fiber Channel HBA (compatible with SAN and Solid State Disk Drive); Dual Port
Warranty	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support
	Federal Keep Your Hard Drive Service; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	Federal Keep Your Hard Drive Service; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)

4) NAS

NAS Attributes			
	Server		Enclosure
Processor:	Dual 3.2 GHz	Hard Drives:	146GB 15K RPM Ultra320 SCSI hard drives
Cache:	2MB	Drives:	Minimum 10 RPM drives; Expandable to 14 drives
FSB:	533 MHz	Drive Slots:	Filler panels for empty drive slots
RAM:	4 GB DDR (no more than 4 DIMMS)	Interface:	Option to operate as a split backplane with 2 server controller interfaces
Internal Storage:	2X36GB 15K RPM	Compatibility:	Ultra320 SCSI hard drive compatible
Ports:	2 USB 2.0	Cables:	Included; for small, medium and NAS servers
RAID Controller:	Dual Channel RAID Adapter with appropriate Dual Channel Hard Drive Backplane to support Raid 0, Raid 1, and Raid 5	Power Supply:	Redundant
RAID Interface:	Applicable interface for controller and drives	Modules:	Dual enclosure management modules
RAID Cache:	128MB	Voltage:	110 or 220
HBA:	Dual HBA for connection to SAN	Rack Mount:	Rack with rail kit
Floppy Drive:	Internal 3.5" 1.44MB	Warranty:	1 year, 7X24, 4 hour response
CD:	Internal CD-ROM	Gateway:	NAS gateway included
Software:	Storage Management; license and media		
Rack Mount:	Rack with rail kit		
Power Supply:	Redundant		
Warranty:	1 year, 7X24, 4 hour response		
NAS Upgrade/Downgrade Options			
	Server		Enclosure
		Drives:	300, 500
Warranty:	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support; Federal Keep Your Hard Drive Service; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	Warranty:	3 or 5 years; 24 x 7 support; 2 or 8 hour response; on-site support; Federal Keep Your Hard Drive Service; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)

5) PRINTER

Printer Attributes					
	Personal BW	Personal Color	Group BW	Group Color	Mass BW
Operating Systems:	Windows 2000 Pro with service pack or higher	Windows 2000 Pro with service pack or higher	Windows 2000 Pro with service pack or higher	Windows 2000 Pro with service pack or higher	Windows 2000 Pro with service pack or higher, Unix, Linux
Type:	Ink Jet	Ink Jet	Laser	Laser	Laser
Speed:	200ppm	20ppm	20-35ppm	22ppm	24ppm
Quality:	1200X1200dpi	1200X1200dpi	1200X1200dpi	1200X1200dpi	1200X1200dpi
Media Sizes:	Letter	Letter	Letter & Legal	Letter & Legal	Letter, Legal
Media Types:	Paper, Envelopes	Paper, Envelopes	Paper, Envelopes, Card Stock, Labels, Recycled Paper	Paper, Envelopes, Card Stock, Labels, Recycled Paper	Paper, Envelopes, Card Stock, Labels, Recycled Paper
Memory (Std/Max):	16M	16M	64 MB Std and Upgradeable to 512 MB	64 MB Std and Upgradeable to 512 MB	64 MB Std and Upgradeable to 512 MB
Processor Speed:	NA	NA	400MHz	500MHz	500MHz
Paper Tray:	100 sheets; 1 paper tray	100; 1 paper tray	250 to 500 per tray; 2 paper trays	500 per tray; 2 paper trays	500 per tray; 4 paper trays
Drivers:	Included	Included	Included	Included	Included
Network Card:	None	None	10/100	10/100	10/100
Interface Connectivity:	USB	USB	USB and Network	USB and Network	USB and Network; 1 Interface Expansion slot
Warranty:	1 year; next day response	1 year; next day response	1 year; next day response	1 year; next day response	1 year; next day response
Hard Disk:					20 GB
Printer Upgrade/Downgrade Options					
	Personal BW	Personal Color	Group BW	Group Color	Mass BW
Media Size:	Legal	Legal	Legal	Tabloid	Tabloid
Media Type:	Paper only	Paper only	Paper (plain, preprinted, letterhead, prepunched, bond, glossy, heavy glossy, non-heavy glossy, recycled, color, cardstock), tough paper, envelopes, transparencies, labels	Paper (plain, preprinted, letterhead, prepunched, bond, glossy, heavy glossy, non-heavy glossy, recycled, color, cardstock), tough paper, envelopes, transparencies, labels	Paper (plain, preprinted, letterhead, prepunched, bond, glossy, heavy glossy, non-heavy glossy, recycled, color, cardstock), tough paper, envelopes, transparencies, labels
Interface Connectivity:	Parallel	Parallel			2 nd Interface Expansion Slot; Fiber interface
Network Card:			10/100 Fiber	10/100 Fiber	10/100 Fiber
Documentation:	Included	Included	Included	Included	Included

Printer Upgrade/Downgrade Options					
	Personal BW	Personal Color	Group BW	Group Color	Mass BW
Paper Tray:				2000 sheets that accommodates letter, legal, and tabloid size paper	Multipurpose tray
Warranty:	3 year; 4 hour response	3 year; 4 hour response	3 year; 4 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	3 year; 4 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	3 year; 4 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)
LAN Interface Unit:			Troy 2933B Pocket Pro 100S	Troy 2933B Pocket Pro 100S	Macintosh compatible
Duplex:			Standard	Standard	Standard
Accessories:					Stapler/stacker or multifunction finisher or both
Replacement	Toner cartridges; repair kits	Toner cartridges; repair kits	Toner cartridges; repair kits	Toner cartridges; repair kits	Toner cartridges; repair kits

6) UPS

UPS Attributes						
	Small	Medium	Large	Expandable	Workstation	Shipboard
Management Software:	Required	Required	Required	Required	Required	Required
Type:	Rack	Rack	Rack	Rack	Workstation (tower)	Rack
Servers:	2	2	2	2	2	
Plug:		Appropriate plug for voltage	Appropriate plug for voltage	Appropriate plug for voltage	Appropriate plug for voltage	1440
Volt Amps:	1500	2200	3000	3000	1000	980
Voltage:	110 and 220	110 and 220	110 and 220	110 and 220	110 and 220	110 and 220
Ground:						Floating
Mgmt Hardware:	Physical SMP management port	Physical SMP management port	Physical SMP management port	Physical SMP management port		
Cables:	Included	Included	Included	Included	Included	Included
Run Time:	6 minutes	6 minutes	6 minutes	6 minutes	6 minutes	6 minutes
Server Plug Connection:	Appropriate plug connector	Appropriate plug connector	Appropriate plug connector	Appropriate plug connector	Appropriate plug connector	Appropriate plug connector
Warranty:	1 year, 7X24, 4 hour response, replacement	1 year, 7X24, 4 hour response, replacement	1 year, 7X24, 4 hour response, replacement	1 year, 7X24, 4 hour response, replacement	1 year, 7X24, 4 hour response, replacement	1 year, 7X24, 4 hour response, replacement

UPS Upgrade/Downgrade Options						
	Small	Medium	Large	Expandable	Workstation	Shipboard
Type:	Tower	Tower	Tower	Tower		Tower
Servers Accommodated:	4	6	8	Expandable chassis with minimum 8 server expandability		
Warranty:	3 year; on-site	3 year; on-site	3 year; on-site	3 year; on-site	3 year; on-site	3 year; on-site

7) TAPE DRIVES

Tape Drive Attributes					
	Entry	Low	Medium	High	Super
Type:	DAT	LTO2	LTO2	LTO3	LTO3
Minimum Expandable Drive:		2	4	6	6+
Minimum # of Tape Drives:	1	1	2	2	10
Capacity:	36GB	200/400GB	200/400GB	10.4 TB at 2:1 compressed	10.4 TB at 2:1 compressed
Tape Media:	DAT 72	LTO2	LTO2	LTO3	LTO3
Minimum Expandable Slots:	See cartridge slots below	See cartridge slots below	See cartridge slots below	60	See cartridge slots below
Minimum Cartridge Slots:	1	8	20	22	80
Interface Type:	USB and SCSI Options	Fiber and SCSI Options	Fiber and SCSI Options	Fiber and SCSI Options	Fiber and SCSI Options
Accessories:	All necessary tape management software, drivers, and cables included with system	All necessary tape management software, drivers, and cables included with system	All necessary tape management software, drivers, and cables included with system	All necessary tape management software, drivers, and cables included with system	All necessary tape management software, drivers, and cables included with system
Miscellaneous:	Drivers, cables, and terminators included	Drivers, cables, and terminators included	Drivers, cables, and terminators included	Drivers, cables, and terminators included	Drivers, cables, and terminators included
Cable Length:	Min 10 feet	Min 10 feet	Min 10 feet	Min 10 feet	Min 10 feet
Warranty:	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response	1 year, 7X24, 4 hour response

Tape Drive Upgrade/Downgrade Options					
	Entry	Low	Medium	High	Super
Tape Drive and Cartridge Slots:	Up to max for system	Up to max for system	Up to max for system	Up to max for system	Up to max for system
Options:	Rack-mount configuration	Rack-mount configuration	Rack-mount configuration	Rack-mount configuration	Rack-mount configuration
Power Supply:		Redundant power supplies with dual power cords	Redundant power supplies with dual power cords	Redundant power supplies with dual power cords	Redundant power supplies with dual power cords
Warranty:	3 year; on-site response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent	3 year; on-site response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent	3 year; on-site response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent	3 year; on-site response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent	3 year; on-site response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent
Accessories:	Tapes; cleaning cartridges	Tapes; cleaning cartridges	Tapes; cleaning cartridges	Tapes; cleaning cartridges	Tapes; cleaning cartridges
Value Added Services:	Documentation	Documentation	Documentation	Documentation	Documentation

8) SCANNERS

Scanner Attributes		
	Entry	Duplex
Functions:	Single side scanning	Duplex
Type:	Flatbed	Flatbed
Color Depth:	48-bit	48-bit
Quality:	600x1200 dpi	4800x4800 dpi
Preview Scan Speed:	4 seconds	4 seconds
Media Sizes:	8.5 X 11	8.5 X 14 (flatbed window)
Media Types:	Paper, photos, envelopes, labels, cards	Paper, photos, envelopes, labels, cards
Connectivity:	1 USB, 1 SCSI	1 USB, 1 SCSI
Sheet Feeder:		15 ppm and 50 sheets
Driver:	TWAIN compatible	TWAIN compatible
Warranty:	1 year, next day response	1 year, next day response
Scanner Upgrade/Downgrade Options		
	Entry	Duplex
Sheet Feeder:	15 ppm and 50 sheets	
	3 year	3 year
Warranty:	Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)
Quality:	Production quality – has same or better quality as the original	Production quality – has same or better quality as the original
Media Type:	3-D objects	3-D objects

9) NETWORK DEVICE

Network Device Attributes						
	Router - Small	Router - Mid	Switch - Mid	Switch - Small	Switch - Large	Modem
System:	VPN Bundle, AIM-VPN/EPII-PLUS, AdvancedIP, 256DRAM	VPN Bundle, AIM-VPN/HPII-PLUS, AdvancedIP, 64F/256D	24port; 10/100 inline power + 2 GBIC ports: EMI	24 port Ethernet Switch	48 port Ethernet Switch	FIPS 140 Encrypted Modem (8 Port)
Base Memory:	128 MB	256 MB DIMM DRAM Memory factory				
Encryption:	DES/3DES/AES VPN Encryption/Compression	DES/3DES/AES VPN Encryption/Compression				
Flash:	31 to 64MB Compact Flash factory upgrade	31 to 64MB Compact Flash factory upgrade				
Network Module:	Updated 1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	One port T3/E3				
Drivers:	All system required drivers included	All system required drivers included	All system required drivers included	All system required drivers included	All system required drivers included	All system required drivers included
Power Supply:		Redundant AC System Power Supply	10/100 inline power; 2GBIC ports:EMI	10/100 inline power 2GBIC ports:EMI	10/100 inline power; 2GBIC ports:EMI	10/100 inline power; 2GBIC ports:EMI
Warranty:	24x7x4 Onsite Maintenance	24x7x4 Onsite Maintenance	24x7x4 On-site Maintenance.	24x7x4 Same Day Maintenance	24x7x4 Same Day Maintenance	24x7x4 Same Day Maintenance
Software:	IOS ADVANCED IP SERVICES	IOS ADVANCED IP SERVICES				
Voltage:	110	110	110	110	110	
Other:	All cables, including power, necessary to run unit	All cables, including power, necessary to run unit	All cables, including power, necessary to run unit	All cables, including power, necessary to run unit	All cables, including power, necessary to run unit	All cables, including power, necessary to run unit
Network Device Upgrade/Downgrade Options						
	Router - Small	Router - Mid	Switch - Mid	Switch - Small	Switch - Large	Modem
Accessories:	Network cabinet	Network cabinet	Network cabinet	Network cabinet	Network cabinet	Network cabinet
Interface Connectivity:	Fiber	Fiber	Fiber	Fiber	Fiber	Fiber
Warranty:	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)

10.A) DESKTOP

Desktop Attributes					
	Low	Std	Power	Classified	All-in-One
Chassis:	Tower, and Desktop, and Small Desktop	Tower, and Desktop, and Small Desktop	Tower, and Desktop, and Small Desktop	Desktop and Tower	All-in-One form factor (space-saving CPU inside LCD monitor)
Processor:	Minimum Pentium 2.66	Minimum Pentium 2.8	Minimum Pentium 3.4	Minimum Pentium 2.8	Pentium 4, 3.3GHz
Cache:	L2-8K	L2-128K	L2-1024	L2-1024K	1024 L2
Memory:	512MB	1 Gig	2 Gig	512MB	512MB
Hard Drive:	80 GIG 7200 RPM SATA	160 GIG 7200 RPM SATA	200 GIG 7200 RPM SATA	Removable 80 GIG 7200 RPM SATA	Removable 80 GIG 7200 RPM SATA
PCI/USB Slots:	2/2	2/4	2/4	2/2	2 mini PCI & 1 PCMCIA
Operating System:	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher
Integrated Network Adapter (NIC):	10/100/1000 with optional Wake on LAN	10/100/1000 with optional Wake on LAN	10/100/1000 with optional Wake on LAN	10/100/1000 with optional Wake on LAN	10/100/1000 base TX
Video Card:	Either Integrated Intel or DVI	Either Integrated Intel or DVI	ATI Radeon	Expansion AGP supports 1024 x 768	64MB ATI Mobility Radeon
Warranty:	1 year warranty with 4 Hr Response	1 year warranty with 4 Hr Response	1 year warranty with 4 Hr Response	1 year warranty with 4 Hr Response	4 Hr Response
I/O Ports:	1 serial, parallel, video, Rj45, PS/2, speaker, microphone, and headphone	1 serial, parallel, video, Rj45, PS/2, speaker, microphone, and headphone	1 serial, parallel, video, Rj45, PS/2, speaker, microphone, and headphone	1 serial, parallel, video, Rj45, PS/2, speaker, microphone, and headphone	Serial, parallel, VGA, Serial Bus, PS/2, Keyboard/ Mouse Combo, S/PDIF, Firewire/ IEEE 1394, Microphone, front & rear speaker, video, power, audio in, bass
Removable Media Storage:	48 CD-RW	48x32 CD-RW/DVD	48x32 CD-RW/DVD	48x32 CD-RW/DVD	48x32 CD-RW/ DVD; 1 Removable Device Bay and Removable 1.44 Floppy Disk Drive
LCD:					17" LCD SXGA Color TFT Display
Keyboards (Desktop only) :	USB	USB	USB	USB	USB
Mouse:	USB	USB	USB	USB	USB
Audio Solution:	Integrated Audio	Integrated Audio	High Definition Audio	Integrated Audio	Integrated Realteck AC'97 Audio

Desktop Attributes					
	Low	Std	Power	Classified	All-in-One
Software:	Hardware Diagnostics software	Hardware Diagnostics software	Hardware Diagnostics software	Hardware Diagnostics software	Diagnostics software
Speaker:	Built in System	External speakers or monitor built in	External speakers or monitor built in	Built into system	Built in
Power:	Both 110 and 220 volt	Both 110 and 220 volt	Both 110 and 220 volt	Both 110 and 220 volt	Autosensing AC-in 100~240V, DC-out 20v/11A
Weight (laptop only):					
Communication:					56k V.92 modem
Cables:	All system and power cables	All system and power cables	All system and power cables	All system and power cables	All system and power cables
Desktop Upgrade/Downgrade Options					
	Low	Std	Power	Classified	All-in-One
Processor:	Up to 2.8 GHz	Up to 3.6 GHz	Max available for proposed desktop	Up to 3.6 GHz	
Hard Drive:		200 Gig	Option 1 – 500 Gig; Option 2 – Replace SATA 200 drive w/500 Gig SCSI	200 Gig	
Memory:	Up to Max for Model	Up to Max for Model	Up to Max for Model	Up to Max for Model	Up to Max for Model
Operating System:	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	
Keyboard:	102 or 104 Enhanced; PS2	102 or 104 Enhanced; PS2	102 or 104 Enhanced; PS2	102 or 104 Enhanced; PS2	Optical
Mouse:	Optical; PS2	Optical; PS2	Optical; PS2	Optical; PS2	Optical; PS2
Video:	Dual Video Card w/128MB RAM	Dual Video Card w/128MB RAM	Dual Video Card w/128MB RAM	Dual Video Card w/128MB RAM	
Monitor:	All Monitors	All Monitors	All Monitors	All Monitors	
Removable Media Storage:	DVD-R	DVD RW	DVD RW	DVD RW	
Minimum Environments:	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F
	<u>Thermal gradient:</u> 15° C per hr max	<u>Thermal gradient:</u> 15° C per hr max	<u>Thermal gradient:</u> 15° C per hr max	<u>Thermal gradient:</u> 15° C per hr max	<u>Thermal gradient:</u> 15° C per hr max
	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing
	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G
	<u>Vibration:</u> 0.2G, 0.25G	<u>Vibration:</u> 0.2G, 0.25G	<u>Vibration:</u> 0.2G, 0.25G	<u>Vibration:</u> 0.2G, 0.25G	<u>Vibration:</u> 0.2G, 0.25G

Desktop Upgrade/Downgrade Options					
	Low	Std	Power	Classified	All-in-One
Warranty:	2, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	2, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	2, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	2, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	4 Years
Floppy Drive:	Included	Floppy Drive	Floppy Drive	Floppy Drive	
IO Ports:	2 nd Serial port	2 nd Serial port	2 nd Serial port	2 nd Serial port	
Security:				Hard-disk lock, or Hard Drive Security Screws; cable lock slot, keyboard lock	
Miscellaneous Component:	CIS: COM 1 at IRQ 4 3F8 and COM2 IRQ3 2F8, Fiber Ethernet interface	CIS: COM 1 at IRQ 4 3F8 and COM2 IRQ3 2F8, Fiber Ethernet interface	CIS: COM 1 at IRQ 4 3F8 and COM2 IRQ3 2F8, Fiber Ethernet interface	Fiber Ethernet interface	Fiber Ethernet interface, transitions fiber converter, Vertical direct wall mount with either single pivot or double pivot arm, combo vertical wall mount with pivot arm and upper mount for All in One and lower tray for keyboard and mouse

10.B) LAPTOP

Laptop Attributes						
	Low	Std	Power	Rugged	Classified	Lightweight
Processor:	1.7 GHz	1.86 GHz	2.2 GHz	1.6 GHz	1.86 GHz	1.6 GHz
Cache:	2084 L2	2084 L2	2084 L2	1MB-L2	2084 L2	2084 L2
Memory:	512 MB	512 MB	1.0 Gig	512 MB	512 MB	512 MB
Hard Drive:	40 Gig	80 Gig	80 Gig	80 Gig	Removable 40 Gig	40 Gig
Operating System:	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher	Windows XP Pro w/SP2 or higher
Integrated Network Adapter (NIC):	10/100	10/100/1000	10/100/1000	10/100/1000	10/100/1000	10/100/1000
Video Card:	Integrated Intel	Integrated Intel	128 bit 64 MB Graphics	Intel 915GMS graphics controller	Integrated Intel	Integrated Intel
Warranty:	4 Hr Response	4 Hr Response	4 Hr Response	4 Hr Response	4 Hr Response	4 Hr Response
I/O Ports:	Serial, parallel, video, 2 USB, RJ45, speaker, microphone, and headphone	Serial, parallel, video, 2 USB, RJ45, speaker, microphone, and headphone	Serial, parallel, video, 2 USB, RJ45, speaker, microphone, and headphone	Serial, parallel, video, 2 USB, RJ45, speaker, microphone, and headphone	Serial, parallel, video, 2 USB, RJ45, speaker, microphone, and headphone	2 USB, video, RJ45, headphone, microphone
Removable Media Storage:	Combo CD-RW/DVD	Combo CD-RW/DVD; Floppy Drive Optional	Combo CD-RW/DVD; Floppy Drive Optional	Combo CD-RW/DVD	None	Combo CD-RW/DVD; Floppy Drive Optional
LCD:	14"	15" Std	15"	13.3	15"	12.1
Audio Solution:	Integrated Audio	Integrated Audio	Integrated Audio	Integrated Audio	Integrated Audio	Integrated Audio
Software:	Diagnostics software	Diagnostics software	Diagnostics software	Diagnostics software	Diagnostics software	Diagnostics software
Battery life (laptop only) or Power (desktop only):	Primary Battery	Primary & Backup 7 Hrs	Primary & Backup 7 Hrs	Primary & Backup 7 Hrs	Primary & Backup 7 Hrs	Primary & Backup 7 Hrs
Weight (laptop only):						Not to exceed 3.2 pounds
Miscellaneous Component:				Must meet MIL Std 810F		
Communication	56K v9.2 Modem	56K v9.2 Modem	56K v9.2 Modem	56K v9.2 Modem	56K v9.2 Modem	56K v9.2 Modem
Cables:	All cables for system, modem, and components	All cables for system, modem, and components	All cables for system, modem, and components	All cables for system, modem, and components	All cables for system, modem, and components	All cables for system, modem, and components

Laptop Upgrade/Downgrade Options						
	Low	Std	Power	Rugged	Classified	Lightweight
Processor:		Pentium 4 to 2.4 GHz; Pentium M to Max Available	Pentium 4 to 3 GHz; Pentium M to Max Available			
Hardware Drive:	80 Gig	40 Gig	100 Gig			
Memory:	Up to Max for Model	Up to Max for Model	Up to Max for Model	Up to Max for Model	Up to Max for Model	Up to Max for Model
Operating System:	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP	Windows 2000 Pro w/latest SP
Keyboard:	yes	yes	yes	yes	yes	Optical
Mouse:	yes	yes	yes	yes	yes	Optical
Communication:	Wireless 8.0211 B/G	Wireless 8.0211 B/G	Wireless 8.0211 B/G	Wireless 8.0211 B/G	Wireless 8.0211 B/G	Wireless 8.0211 B/G
Monitor:	See Monitors	See Monitors	See Monitors	See Monitors. LCD must have touch-screen	See Monitors	See Monitors
Environments:	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F	<u>Temperature</u> 41° to 95° F
	<u>Thermal gradient</u> 15°C per hr max	<u>Thermal gradient</u> 15°C per hr max	<u>Thermal gradient</u> 15°C per hr max	<u>Thermal gradient</u> 15°C per hr max	<u>Thermal gradient</u> 15°C per hr max	<u>Thermal gradient</u> 15°C per hr max
	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing	<u>Relative humidity:</u> 20% to 80% non-condensing
	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G	<u>Shock:</u> 7G 7G
	<u>Vibration:</u> 0.2G; 0.25G	<u>Vibration:</u> 0.2G; 0.25G	<u>Vibration:</u> 0.2G; 0.25G	<u>Vibration:</u> 0.2G; 0.25G	<u>Vibration:</u> 0.2G; 0.25G	<u>Vibration:</u> 0.2G; 0.25G
Warranty:	1, 3, or 5 years; 24 x 7 support; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)	1, 3, or 5 years; 24 x 7 support; Complete Care Accidental Damage for Life of Warranty or commercially available equivalent warranties (see Note under Unix)
Carrying Case:	Nylon, Leather, or Transit Case	Nylon, Leather, or Transit Case	Nylon, Leather, or Transit Case	Ruggedized Transit Case	Nylon, Leather, or Transit Case	Nylon, Leather, or Transit Case
Add On's:	Port replicator, Docking Station, PCMCIA Slot, Battery Charger	Port replicator, Docking Station, PCMCIA Slot, Battery Charger	Port replicator, Docking Station, PCMCIA Slot, Battery Charger	Port replicator, Docking Station, Touchpad, Anti-Reflection, Stylus, Touch-capable	Port replicator, Docking Station, PCMCIA Slot, Battery Charger	Port replicator, Docking Station, PCMCIA Slot, Battery Charger
Security:				Hard-disk lock, or Hard Drive Security Screws; cable lock slot; keyboard lock	Hard-disk lock, or Hard Drive Security Screws; cable lock slot; keyboard lock	
Miscellaneous Component:	Fiber Ethernet interface, transitions fiber converter	Fiber Ethernet interface, transitions fiber converter	Fiber Ethernet interface, transitions fiber converter	Fiber Ethernet interface, transitions fiber converter	Fiber Ethernet interface, transitions fiber converter	

11) INTEL SERVER

Intel Server Attributes					
	Small	Medium	Large	Blade	Domain Controller
Chassis:	2U Rack	4U Rack	4U Rack	Blade	1U Rack
Processor:	3.2 GHz 800MHz Front Side Bus	3.4 GHz 800MHz Front Side Bus	3.6 GHz 800MHz Front Side Bus	3.6 GHz 800MHz Front Side Bus	3.0 GHz 800MHz Front Side Bus
Minimum Number of Processors	1	1	1	1	2
Hard Drive Size:	36G, U320, SCSI, 1 IN 10K	36G, U320, SCSI, 1 IN 15K	36G, U320, SCSI, 1 IN 15K	36G, U320, SCSI, 1 IN 15K	73G, U320, SCSI, 1 IN 10K
Base Storage:	1TB	1.5TB	2TB		500GB
Base Memory:	2GB	2GB	4GB	4GB	2GB
Video Card:	Integrated video	Integrated video	Integrated Video	Integrated Video	Integrated Video
Operating System:	At minimum, but not limited to, Microsoft Windows Server, Linux	At minimum, but not limited to, Microsoft Windows Server, Linux	At minimum, but not limited to, Microsoft Windows Server, Linux	At minimum, but not limited to, Microsoft Windows Server, Linux	At minimum, but not limited to, Microsoft Windows Server, Linux
Hardware Support Services:	System Management, hardware diagnostic tools, and monitoring	System Management, hardware diagnostic tools, and monitoring	System Management, hardware diagnostic tools, and monitoring	System Management, hardware diagnostic tools, and monitoring	System Management, hardware diagnostic tools, and monitoring
Cooling Fan:	Complement to System	Complement to System	Complement to System	Complement to System	Complement to System
PCI Slots:	2	4	4	0	2
NIC(s):	Dual Integrated 10/100/1000	Dual Integrated 10/100/1000	Dual Integrated 10/100/1000	Dual Integrated 10/100/1000	Dual Integrated 10/100/1000
SCSI Controller:	Ultra SCSI Compatible controller	Ultra SCSI Compatible controller	Ultra SCSI Compatible controller	Ultra SCSI Compatible controller	Ultra SCSI Compatible controller
Raid Controller :	Dual Channel RAID Adapter with appropriate Dual Channel Hard Drive Backplane to support Raid 0 and Raid 1	Dual Channel RAID Adapter with appropriate Dual Channel Hard Drive Backplane to support Raid 0 and Raid 1	Dual Channel RAID Adapter with appropriate Dual Channel Hard Drive Backplane to support Raid 0 and Raid 1	Dual Channel RAID Adapter with appropriate Dual Channel Hard Drive Backplane to support Raid 0 and Raid 1	Dual Channel RAID Adapter with appropriate Dual Channel Hard Drive Backplane
Raid RAM:	Min 256MB to Max for system	Min 256MB to Max for system	Min 256MB to Max for system	Min 256MB to Max for system	Min 256MB to Max for system

Intel Server Attributes					
	Small	Medium	Large	Blade	Domain Controller
I/O Ports:	1 Serial, 2 PS2, 2 USB 2.0, Video 15 Pin VGA, 2 RJ-45 Integrated	1 Serial, 2 PS2, 2 USB 2.0, Video 15 Pin VGA, 2 RJ-45 Integrated	1 Serial, 2 PS2, 2 USB 2.0, Video 15 Pin VGA, 2 RJ-45 Integrated	1 Serial, 2 PS2, 2 USB 2.0, Video 15 Pin VGA, 2 RJ-45 Integrated	1 Serial, 2 PS2, 2 USB 2.0, Video 15 Pin VGA, 2 RJ-45 Integrated
DVD/CD:	DVD-CD Combo	DVD-CD Combo	DVD-CD Combo	DVD-CD Combo	DVD-CD Combo
Drivers:	Included	Included	Included	Included	Included
Power Supply:	Hot swappable, Redundant power supply	Hot swappable, Redundant power supply	Hot swappable, Redundant power supply	Hot swappable, Redundant power supply	Hot swappable, Redundant power supply
Warranty:	3 year, 7X24, 4 hour response, on-site	3 year, 7X24, 4 hour response, on-site	3 year, 7X24, 4 hour response, on-site	3 year, 7X24, 4 hour response, on-site	3 year, 7X24, 4 hour response, on-site
Software:	Diagnostics	Diagnostics	Diagnostics	Diagnostics	Diagnostics
Voltage:	110	110	110	220	110
Cache:	1 MB Per Processor	1 MB Per Processor	2 MB Per Processor	2 MB Per Processor	1 MB Per Processor
Rack Mount:	Rail Kit	Rail Kit	Rail Kit	Rail Kit	Rail Kit
Other:	Hot swappable drives & power supplies	Hot swappable drives & power supplies	Hot swappable drives & power supplies	Hot swappable drives & power supplies	Hot swappable drives & power supplies
Intel Server Upgrade/Downgrade Options					
	Small	Medium	Large	Blade	Domain Controller
Chassis:	Tower	Tower	Tower		Tower
Hard Drive:	73, 146, 300	73, 146, 300	73, 146, 300	73, 146, 300	
NIC:	PCI Copper 10/100/1000, Fiber 10/100	PCI Copper 10/100/1000, Fiber 10/100	PCI Copper 10/100/1000, Fiber 10/100	PCI Copper 10/100/1000, Fiber 10/100	PCI Copper 10/100/1000, Fiber 10/100
Memory:	Up to the Max for the system	Up to the Max for the system	Up to the Max for the system	Up to the Max for the system	Up to the Max for the system
Raid Controller:	Dual Channel RAID Adapter with appropriate Dual Channel Hard Raid 5	Dual Channel RAID Adapter with appropriate Dual Channel Hard Raid 5	Dual Channel RAID Adapter with appropriate Dual Channel Hard Raid 5	Dual Channel RAID Adapter with appropriate Dual Channel Hard Raid 5	Dual Channel RAID Adapter with appropriate Dual Channel Hard Raid 5
Value Added Services:	Pre-configuration for RAID	Pre-configuration for RAID	Pre-configuration for RAID	Pre-configuration for RAID	Pre-configuration for RAID
Processor:	Dual; 3.4	Dual to Quad; 3.6	Quad	Quad	
Voltage:	220	220	220		220
Tape Library:	Yes	Yes	Yes	Yes	Yes
Tape Drive:	Internal Tape Drive	Internal Tape Drive	Internal Tape Drive	N/A	
Keyboard:	Full Size	Full Size	Full Size	Full Size	Full Size
Warranty:	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty. For all of these warranties a commercially available equivalent is acceptable.	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty. For all of these warranties a commercially available equivalent is acceptable.	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty. For all of these warranties a commercially available equivalent is acceptable.	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty. For all of these warranties a commercially available equivalent is acceptable.	1, 3, or 5 years; 24 x 7 support; 2 or 8 hour response; Keep your hard drive option; Complete Care Accidental Damage for Life of Warranty. For all of these warranties a commercially available equivalent is acceptable.
Mouse:	USB 2 button	USB 2 button	USB 2 button	USB 2 button	USB 2 button

Intel Server Upgrade/Downgrade Options					
	Small	Medium	Large	Blade	Domain Controller
Documentation:	Yes	Yes	Yes	Yes	Yes
Power Supply:	Y-Cord	Y-Cord	Y-Cord		Y-Cord
Floppy Disk Drive:	1.44MB 3.5 In	1.44MB 3.5 In	1.44MB 3.5 In	1.44MB 3.5 In	1.44MB 3.5 In
Cache:		2MB per processor	4-8MB total cache	4-8MB total cache	
Rack Mount:	Rack Mount	Rack Mount	Rack Mount	Rack Mount	
Weight:	155	155	155	155	39

12) Fingerprint & Passport Readers

Fingerprint Reader Attributes		
	Single Print - CBP	Ten Print - CBP
Resolution	500 DPI ± 1%	500 PPI +/- 5 pixels in X and Y Axis
Modulation Transfer Function	50% at 10 cycles per millimeter at finger platen	
Linearity and Rectilinearity	Less than one pixel (average)	8 bits, 256 grayscale
Output (Digital)	Universal Serial Bus (USB 2.0)	IEEE 1394 FireWire, Ethernet output of the system to an AFIS (FTP, SMTP)
Power (Digital)	5 V DC (supplied by PC)	AC 100V-240V, 50/60 HZ, or DC 15V 3.7A
Temperature range	0°F to 104°F (-18°C to 40°C)	59°F to 95°F (15°C to 35°C)
Humidity range	10-90% non-condensing, splash-resistant	10-80% non-condensing, splash-resistant workspace
Weight	1 pound (.45 kg)	12.3 lbs (5.6 kg)
Dimensions (H x L x W)	2.45" x 6.38" x 3.25" (62 mm x 162 mm x 83 mm)	4.8 " x 8.5" x 11.4" (12.2 cm x 21.5 cm x 29.0 cm)
Data Transmission		Produces ANSI/NIST compliant Electronic Fingerprint Transmission (EFT) files and card format; Communications: TCP/IP, LAN, NFS, FTP, SMTP email and VPN
Drivers	Included	Included

Fingerprint Reader Upgrade/Downgrade Options		
	Single Print	Ten Print
Frame Rate	Fast frame rate - 7 frames/second	
Filter	I/R filter to improve ambient light rejection	
Accessories		IEEE FireWire, interface cable, power supply with AC cable, and Operator Manual; Import/export demographics interfaces, AFIS interfaces, electronic signature pad, and supplies
Certification		Only FBI certified system for ID-flats, piktograms and LED lamps for easy user guidance

Passport Reader Attributes	
Read Capabilities	Machine readable passports, 2 lines of 44 characters
Media thickness	Up to 1.5 mm
Host interfaces	RS232 Serial; minimum 4800 baud
Keyboard	Internal PC/AT. PS/2
Operator indicators	LED, power, self test, buzzer
Power	AC input 100-250, DC output 5 VDC
Dimensions	8.9 x 3.3 x 3.2
Weight	1.5 lbs
Environmental	40-104F, 40-90% humidity
Drivers	Included

Passport Reader Upgrade/Downgrade Options	
Accessories	USB

13) E-Passport Reader

E-Passport Reader Attributes	
Read Capabilities:	ISO 14443 Type A and Type B contactless chips in any ICAO-compliant e-Passport with a minimum of 32 Kilobytes and up to 512 Kilobytes
	Data Group (DG) 1, DG 2, and EF.COM, EF.SOD (to include the Document Signer Certificate) from the ICAO standard LDS v.1.7
	DG 2 in JPEG and JPEG 2000 format
	An e-Passport with a single placement of the e-Passport on the reader regardless of chip location or orientation to the data page
	Capable of reading a shielded e-Passport
	Both ICAO compliant e-Passports and MRTDs
Data Transfer:	OCR-B MRZ data (from current MRTDs and e-passports) within two seconds
	Rates of 106 and 424 kps
Retrieval:	Method to retrieve data blocks larger than 32 Kilobytes
Operating magnetic field strength:	Between 4-7.5 A/m. (Note: ISO 14443-2 specifies 1.5-7.5 A/m, but 1.5 A/m has been observed to be too low for some chips. Annex K, K.03)
Anti-collision processes:	Specified in ISO 14443-3
Interference:	Reader shall not interfere with another e-passport reader within one (1) foot or thirty (30) centimeters
Certification	FCC certified, and the vendor shall supply FCC certification # or certification report documentation
Maintenance/Upgrade:	Support upgrading and managing of the software/firmware
USB:	USB 2.0 connectivity to the host PC
BAC & Authentication:	Support the BAC authentication and key establishment protocol (PKI)
	Support Secure Messaging for Basic Access Control (BAC)
Basic Access Key:	Capable of accepting a Document Basic Access key derived from an external source (e.g., a key derived from the corrected MRZ when an MRZ misread has occurred)
Hashing algorithms:	Implementation of FIPS 180-2 hashing algorithms specified in the ICAO NTWG PKI TR: SHA-1, SHA-256
Cache:	Reader firmware shall purge all cached data read from the e-Passport after a transaction has completed
Operator system:	Run in Windows 2000 and Windows XP
API:	Supplied APIs shall conform to US-VISIT API Standards
Document Size:	Capable of accepting ISO 7810 ID-1, ID-2, or ID-3 size documents, as defined in ICAO Document 9303
System Halt:	Halted read operation shall leave the reader in a state to accept additional read requests
Integration:	Integrated device capable of reading both the OCR-B MRZ and the contactless IC chip
Drivers, Accessories & Documentation	Included device drivers (that run in Windows specified environments), libraries, source sample code, documentation, and program that will install the drivers and supporting DLLs

14) Slip Printer

Slip Printer Attributes	
Print Speed:	3.1 lines per sec
Paper Width:	3.15 X 7.17
Print:	69 X 80mm and 42 columns
Resolution:	9-pin prong head
Interface	RS232C, bi-directional parallel
Emulation	Start, ESC/POS
Sensors	Top & bottom of form
Copies	Original + 2
Power Supply	Included
Drivers	Included

(End of Chapter D, Attachment 1)

Attachment 2 – Acronyms and Abbreviations

Many of the following abbreviations and acronyms are used throughout the solicitation. Each acronym or abbreviation is followed by its full wording.

ACH	Automated Clearinghouse
ACO	Administrative Contracting Officer
ALC	Acquisition Leadership Council
A-E	Architect-Engineering
AE	Acquisition Executive (MD1400)
APHIS	Animal Plant and Health Inspection Service (part of the Dept of Agriculture, now part of BTS)
BCA	Board of Contract Appeals
BOA	Basic Ordering Agreement
BPA	Blanket Purchase Agreement
BTS	Border & Transportation Security directorate
CAO	Contract Administration Office
CAO	Chief Acquisition Officer
CAS	Cost Accounting Standards (CAS)
CASB	Cost of Account Standards Board
CBRNCP	Chemical, Biological, Radiological and Nuclear Countermeasures Program (part of the Dept of Energy, now part of S&T)
CBP	Customs and Border Protection (previously part of Dept of Justice, now part of BTS)
CBT	Computer Based Training
CFR	Code of Federal Regulations
CFO	Chief Financial Officer
CIAO	Critical Infrastructure Assurance Office (previously part of the Dept of Commerce, now part of IAIP)
CIO	Chief Information Officer
CIS	Citizenship and Immigration Services (previously INS, part of Dept of Justice, now BCIS)
CLA	Custom License Agreement
CLIN	Contract Line Item Number
CO	Contracting Officer
COCO	Chief of Contracting Office
COD	Capital Ownership Development
COE	Common Operating Environment
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off-The-Shelf
CPO	Chief Procurement Officer
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DEST	Domestic Emergency Support Team (previously part of Dept of Justice, now part of EP&R)

DHS	Department of Homeland Security
DLA	Defense Logistics Agency
DOC	Department of Commerce
DoD	Department of Defense
DoDISS	DoD Index of Specifications and Standards
DoDSSP	DoD Single Stock Point
DOL	Department of Labor
DON	Department of Navy
DORFP	Delivery Order Request for Proposal
DOTBCA	Department of Transportation Board of Contract Appeals
DPA	Delegation of Procurement Authority
DUNS	Data Universal Numbering System
EASP	Energy Assurance Security Program (previously part of the Dept of Energy, now part of IAIP)
EDI	Electronic Data Interchange
EML	Environmental Measurements Lab (previously part of the Dept of Energy, now part of S&T)
EPA	Environmental Protection Agency
EP&R	Emergency Preparedness and Response directorate
EO	Equal Opportunity
E.O.	Executive Order
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
FEDCIRC	Federal Computer Incident Response Center (previously part of GSA, now part of IAIP)
FEMA	Federal Emergency Management Agency (now part of EP&R)
FFP	Firm, Fixed Price
FFRDC	Federally Funded Research and Development Center
FLETC	Federal Law Enforcement Training Center (previously part of the Dept of Treasury, now part of BTS)
FIPS	Federal Information Processing Standards
FIRMR	Federal Information Resources Management Regulation
FMS	Financial Management System
FOIA	Freedom of Information Act
FPS	Federal Protective Service (previously part of GSA, now part of BTS)
FRC	Federal Records Center
FPDS	Federal Procurement Data System
FTS	Federal Telecommunications System
FY	Fiscal Year
GAO	General Accounting Office
G&A	General and Administrative
GBL	Government Bill of Lading
GFP	Government Furnished Property
GPO	Government Printing Office
GSA	General Services Administration
HCA	Head of Contracting Activity

HHS	Department of Health and Human Services
HSAM	Homeland Security Acquisition Manual
HSAR	Homeland Security Acquisition Regulation
HSARPA	Homeland Security Advanced Research Projects Agency (now part of S&T)
HSF	Homeland Security Form
IAIP	Information Analysis and Infrastructure Protection directorate
ICE	Immigration and Customs Enforcement (Customs was Treasury / Border was of Justice, now part of BTS)
IDCU	Integrated Data Communications Utility
IDIQ	Indefinite-Delivery, Indefinite-Quantity
IFMS	Interagency Fleet Management System
IG	Inspector General
INS	Immigration & Naturalization Service (Part) (previously part of the of Justice, now part of BTS and BCIS)
IRS	Internal Revenue Service
ISO	International Standards Organization
MIPR	Military Interdepartmental Purchase Request
MSB	Minority Small Business
NBDAC	National Bioweapons Defense Analysis Center (previously part of DoD, now part of S&T)
NCS	National Communications System (previously part of the DoD, now part of IAIP)
NDMS	National Disaster Medical System (previously part of Dept of Health and Human Services, now part of EP&R)
NDPO	National Domestic Preparedness Office (previously part of the of Justice, now part of EP&R)
NFL	National and Federal Laboratories (now part of S&T)
NIBS	National Institute of Building Sciences
NIC	National Information Clearinghouse
NIMS	National Incident Management System
NIPC	National Infrastructure Protection Center (previously part of the Dept of Justice, now part of IAIP)
NIRT	Nuclear Incident Response Team (previously part of the Dept of Energy, now part of EP&R)
NISP	National Industrial Security Program
NTAC	National Threat Assessment Center (part of the Secret Service)
OC	Operating Component
OCIO	Office of the Chief Information Officer
OCPO	Office of the Chief Procurement Officer
ODP	Office for Domestic Preparedness (previously part of the of Justice, now part of BTS)
OE	Organizational Element
OEA	Office of Energy Assurance (previously part of the Dept of Energy, now part of IAIP)
OFCCP	Office of Federal Contract Compliance Programs
OFPP	Office of Federal Procurement Policy
OIG	Office of Inspector General

O/H	Overhead
OMB	Office of Management and Budget
OPM	Office of Personnel Management
OSDBU	Office of Small and Disadvantaged Business Utilization
PCRSBA's	Small Business Administration's Procurement Center Representative
PIADC	Plum Island Animal Disease Center (previously part of Agriculture, now part of S&T)
PNM	Price Negotiation Memorandum
POC	Point of Contact
PR	Procurement Request
Pub. L.	Public Law
RCRA	Resource Conservation and Recovery Act
RFC	Request for Comment
RFP	Request for Proposals
RLO	Records Liaison Officer
RMO	Records Management Officer
SBA	Small Business Administration
SCA	Senior Competition Advocate
SF	Standard Form
SIC	Standard Industrial Classification
SNS	Strategic National Stockpile (previously part of the Dept of Health & Human Services, now part of EP&R)
SOO	Statement of Objectives
SPE	Senior Procurement Executive
S&T	Science & Technology directorate
TIN	Tax Identification Number
TSA	Transportation Security Administration (previously part of the Dept of Transportation, now part of BTS)
UNICOR	Federal Prison Industries
URL	Uniform Resource Locator
USC	United States Code
USCG	United States Coast Guard (previously part of the Dept of Transportation, but remains intact)
USCS	United States Customs Service (previously part of the Dept of Treasury, now part of BTS)
USSS	United States Secret Service (previously part of the Dept of Treasury, but remains intact)

(End of Chapter D, Attachment 2)

Attachment 3 – Standards

The Contractor's offered equipment and software shall conform to any applicable standard discussed in this Attachment, and shall continue to comply with the applicable standard as it revised from time to time during the period of contract performance.

A-3.1 Section 508 Electronic and Information Technology Accessibility Standards

These standards are found in their entirety at <http://www.section508.gov>.

A-3.2 Calendar Date Representation for Information Interchange

Calendar date representation by the products proposed under this contract must conform to FIPS 4-2 requirements. FIPS 4-2 requires that calendar date shall include a 4-digit year representation of calendar date to facilitate interchange of data among information systems.

A-3.3 National Fire Prevention and Control Act of 1974

Products proposed under this contract must conform to applicable standards of the National Fire Prevention and Control Act of 1974.

A-3.4 Other Applicable Standards

CD-ROM devices shall comply with "Information Processing - Volume and File Structure for CD-ROM for Information Exchange," ISO/IEC 9660.

Electronic Data Interchange (EDI) shall conform to FIPS 161-2 EDI.

Network functionality shall support existing communications that are based on the TCP/IP protocol suite, including the following specifications:

- Standard for Local Area Networks, IEEE 802.3
- "Internet Protocol" RFC 791, "Internet Standard Subnetting Procedure" RFC 950, "Broadcasting IP Datagrams" RFC 919, and "Broadcasting Internet Datagrams in the Presence of Subnets" RFC 922.
- "Internet Control Message Protocol" RFC 792.
- "Host Extensions for IP Multicasting" RFC 1112.
- "User Datagram Protocol" RFC 768.
- "Transmission Control Protocol" RFC 793.
- "TELNET Protocol Specification" 854 and "TELNET Option Specifications" RFC 855.
- "File Transfer Protocol" RFC 959.
- "Standard for the Format of ARPA Internet Text Messages" RFC 822.
- "Content Type Header Field" RFC 1049.
- "Network Time Protocol (Version 2)" RFC 1119.

- “Domain Names, Concepts and Facilities” RFC 1034 and “Domain Names, Implementation and Specification” RFC 1035.
- “Mail Routing and the Domain System” RFC 974.
- “A Simple Network Management Protocol (SNMP)” RFC 1157.
- “Structure and Identification of Management Information for TCP/IP-based Internets” RFC 1155.
- “Concise MIB Definitions” RFC 1212.
- “Management Information Base-II (MIB)” RFC 1213.
- “Exterior Gateway Protocol” RFC 904.
- “Multipurpose Internet Mail Extensions (MIME)” RFC 1521.
- “Hypertext Markup Language (HTML) 2.0” RFC 1866.
- “Simple Mail Transfer Protocol (SMTP) Service Extensions” RFC 1869.
- “SMTP Service Extensions for Message Size Declaration” RFC 1870.

All products and services shall conform to:

- National Fire Protection Act (NFPA) section 99 (NFPA-99).
- GSA, KAP-94-4-1 Energy-Efficient Microcomputers: Guidelines on Acquisition, Management, and Use.
- National Testing Laboratory Electronic Equipment Certification, 29 CFR 1910.
- Certification for Control of Electromagnetic Emissions: Class B, 47 CFR 15.
- PC Card (formerly known as PCMCIA) Specification for Socket Hardware, Socket and Card Services Software, and Type I, II, and III Cards.
- National Electrical Code, National Fire Protection Association, NFPA 70-96.
- Small Computer System Interface (SCSI) - 2, ANSI X3.131.1994.

A-3.5 Document Sources: Contact Information

The following organizations are responsible for distributing standards for various standards-making organizations. Ordering and fee information for specific standards may be obtained directly from the addressees.

AAP

Association of American Publishers
EPSIG (Electronic Publishing Special Interest Group)
c/o OCLC
6565 Frantz Road
Dublin, OH 43017-0702
Phone: (614) 764-6000

ANSI

American National Standards Institute

11 West 42d Street, 13th Floor
New York, NY 10036
Phone: (212) 642-4900

ANSI International Publications

(Information on standards from ISO and its member bodies)
Phone: (212) 642-4995

ANSI General Sales (National Standards)

Phone: (212) 642-4900

Architectural and Transportation Barriers Compliance Board

1331 F Street, NW
Washington, DC 20004-1111
Phone: 202-272-5434

CCITT (renamed IT)

International Telegraph and Telephone Consultative Committee
Place des Nations
CH-1211 Geneva 20
Switzerland

Data Interchange Standards Association

ASC X12 and PAEB Secretariat
1800 Diagonal Road, Suite 355
Alexandria, VA 22314
Phone: (703) 548-7005
FAX: (703) 548-5738

ECMA

European Computer Manufacturers Association
Rue du Rhone 114
CH-1204 Geneva
Switzerland
Phone: 011-41-22-735-36-34

Federal Information Processing Standards (FIPS)

U.S. Department of Commerce
National Technical Information Service (NTIS)
5285 Port Royal Road
Springfield, VA 22161
Phone: (703) 605-6000
FAX: (703) 321-8547
NIST publishes an index of FIPS that is available through NTIS.
Request "NIST Publications List 58."

GCA

Graphic Communications Association
199 Daingerfield Road
Alexandria, VA 22314-2888
Phone: (703) 519-8160
FAX: (703) 548-2867

GPO

U. S. Government Printing Office
Superintendent of Documents
Washington, DC 20402
Phone: (202) 512-1800

General Services Administration

GSA IRM Reference Center
Room 3227
18 and F Streets, NW
Washington, DC 20405
(202) 501-4860

General Services Administration (Section 508 standards)

Office of Technical and Information Services
Architectural and Transportation Barriers Compliance Board
1331 F Street, NW
Washington, DC 20004-1111
Phone: (202) 272-5434

IEC

International Electrotechnical Commission
3 Rue de Varembe
P. O. Box 131
CH-1211 Geneva 20
Switzerland
Phone: 011-41-22-34-01-50

IEEE (for accepted standards)

The Institute of Electrical and Electronics Engineers, Inc.
445 Hoes Lane
P.O. Box 1331
Piscataway, NJ 08855-1331
Phone: (800) 678-IEEE or (800) 678-4333

IEEE Computer Society

1730 Massachusetts Avenue, NW
Washington, DC 20036-1903
Phone: (202) 371-0101

IETF

Internet Engineering Task Force
IETF Secretariat
c/o Corporation for National Research Initiatives
1895 Preston White Drive, Suite 100
Reston, VA 22091
Phone: (703) 620-8990
FAX: (703) 620-0913
Internet: ietfsecretariat@cnri.reston.va.us
WWW: <http://www.ietf.cnri.reston.va.us/home.htm>

ISO

International Organization for Standardization
Central Secretariat
1 Rue de Varembe
P. O. Box 56
CH-1211 Geneva 20
Switzerland
Phone: 011-41-22-34-12-40

ITU (formerly CCITT)

International Telecommunication Union
Place des Nations
CH-1211 Geneva 20
Switzerland

JTC1 TAG

Information Technology Industry Council (ITI)
Joint Technical Committee 1 Technical Advisory Group
Director, JTC1 TAG Secretariat
1250 Eye Street NW, Suite 200
Washington, DC 20005-3922
Phone: (202) 737-8888 (Press 1 twice.)
FAX: (202) 638-4922 or (202) 628-2829

National Computer Security Center

INFOSEC Awareness Division
ATTN: IAOC (X711)
Fort George Meade, MD 20755

National Fire Protection Association (NFPA)

Batterymarch Park
Quincy, MA 02269
(617) 770-4543

National Institute of Standards and Technology (NIST)

Computer Systems Laboratory (CSL)
ATTN: APP Guide
Building 225, Room B266
Gaithersburg, MD 20899
Phone: (301) 975-3879
FAX: (301) 926-3696
WWW: <http://nemo.ncsl.nist.gov/>

National Technical Information Service (NTIS)

U.S. Department of Commerce
5285 Port Royal Road
Springfield, VA 22161
Phone: (703) 605-6000
FAX: (703) 321-8547

Personal Computer Memory Card International Association (PCMCIA)

2635 North First St., Suite 209
San Jose, CA 95134
(408) 433-2273

T1 Standards

Standards Committee T1 Telecommunications
1200 G Street, NW, Suite 500
Washington, DC 20005
Phone: (202) 434-8845
FAX: (202) 393-5453

X3

Information Technology Industry Council (ITI)
American Standards Committee X3 -- Information Technology
Director, X3 Secretariat
1250 Eye Street NW, Suite 200
Washington, DC 20005-3922
Phone: (202) 737-8888 (Press 1 twice.)
FAX: (202) 638-4922 or (202) 628-2829

(End of Chapter D, Attachment 3)