

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER RVST-06-00022	PAGE OF 1 17
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2. CONTRACT NO. NAS5-01145	3. AWARD/ EFFECTIVE DATE 1/12/06	4. ORDER NUMBER HSHQVT-06-F-00006	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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FOR SOLICITATION INFORMATION CALL:	a. NAME Patricia Oliver	b. TELEPHONE NUMBER (No collect calls) 202-298-5110	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY Department of Homeland Security US-VISIT Acquisition Division OPO 1616 N. Ft. Myer Drive Suite 1800 Rosslyn va 22209	CODE DHS/OPO/US-V	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO US-VISIT 1616 NORTH FT MYER DRIVE 18th Floor ARLINGTON VA 22209	CODE VA0901	16. ADMINISTERED BY DHS US-VISIT Acquisition Division 1616 N. Ft. Myer Drive Suite 1800 Arlington VA 22209	CODE DHS/OPO/US-VIS
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17a. CONTRACTOR/ OFFEROR GOVERNMENT MICRO RESOURCES INC 7403 GATEWAY COURT MANASSAS VA 201097313	CODE 0483823860000	FACILITY CODE	18a. PAYMENT WILL BE MADE BY US-VISIT North Ft. Myer Drive 1616 North Fort Myer Drive 18th Floor Rosslyn VA 22209	CODE US-VISIT
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TELEPHONE NO.
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 541404499 DUNS Number: 048382386+0000 Government Micro Resources proposal NAS5-01145 of 5 January 06 is hereby incorporatd by reference. Delivery for CLINS 0001,0002 and 0003 is 14 calendar days after receipt of order. Accounting Info: USVIS5A V2A VJ 30-20-12-BIO 30-05-0000-00-00-00-00 GE-OE-31-00 000000 Period of Performance: 01/12/2006 to 01/11/2007 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,888.02
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE 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 REF. <u>SEE BLOCK #2</u> OFFER DATED <u>1/5/06</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Patricia Oliver</i>		
30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Patricia Oliver	31c. DATE SIGNED 01/12/2006

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Rochford Thompson (RTE) Model: RTE00-8011-02 Delivery: 01/26/2006	3	EA	(b)(4)	(b)(4)
0002	Contractor's Commercial Warranty for item 0001 Amount: \$0.00 (Not Separately Priced) Delivery: 01/26/2006	3	EA		
0003	Technical Documentation Package to include: a. Software Integration Kit (a Readme file identifying any known issues; installation instructions; operating manual; documentation on sample applications) b. Maintenance documentation. NOTE (1) Provide three (3) hard copies of CLIN 0003 in English and three (3) electronic copies in MS Office 2003 applications. NOTE (2) Various tests of the awardee's product will be conducted by the government on the learning/test units delivered under CLIN 0001. CLIN 0003 is being provided by the Contractor to the Government for no charge. Amount: \$0.00 (Not Separately Priced) Delivery: 01/26/2006	3	EA		
0004	On call - Installation Support Services (Optional Line Item) Continued ...	80	HR		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

GOVERNMENT MICRO RESOURCES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(Labor to support eMRTD Learning/Test Units for Item 0001)</p> <p>NOTE: Calls for support under this CLIN must come from the designated Contracting Officer. Support may include requirements for a telephonic response as well as for on-site visits. Travel costs shall be in accordance with the Joint Travel Regulations will be allowed for on-site visits (See Option 0005).</p> <p>CLIN 0004 shall not exceed 80 hours nor the total line item cost of (b)(4)</p> <p>On call - Installation Support Services (Optional Line Item)</p> <p>(Labor to support eMRTD Learning/Test Units for Item 0001)</p> <p>NOTE: Calls for support under this CLIN must come from the designated Contracting Officer. Support may include requirements for a telephonic response as well as for on-site visits. Travel costs shall be in accordance with the Joint Travel Regulations will be allowed for on-site visits (See Option 0005).</p> <p>CLIN 0004 shall not exceed 80 hours nor the total line item cost of (b)(4)</p> <p>On call - Installation Support Services (Optional Line Item)</p> <p>(Labor to support eMRTD Learning/Test Units for Item 0001)</p> <p>NOTE: Calls for support under this CLIN must come from the designated Contracting Officer. Support may include requirements for a telephonic response as well as for on-site visits. Travel costs shall be in accordance with the Joint Travel Regulations will be allowed for on-site visits (See Option 0005).</p> <p>CLIN 0004 shall not exceed 80 hours. CLIN 0004 is (b)(4) per hour, at no charge to the Government.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 GOVERNMENT MICRO RESOURCES INC

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Delivery shall be within 24 hours after receipt of order.</p> <p>Amount: \$0.00 (Option Line Item) Amount: \$0.00 (Not Separately Priced) Delivery: 03/31/2006</p> <p>Travel (to Newington, VA); As authorized by the Contracting Officer, in support of Item 0004. Delivery shall be concurrent with CLIN 0004.</p> <p>Amount: (b)(4) (Option Line Item) Delivery: 04/07/2006</p>	1	EA	(b)(4)	
0006	<p>OPTIONS FOR ADDITIONAL UNITS</p> <p>The Government reserves the right to order an additional 800 Rochford Thompson (RTE), Model RTE00-8011-02 as options under this order. Options for additional readers may be exercised at the sole discretion of the Government, over the twelve months following award of this order. If the Government exercises the 2nd Option, performance may extend beyond the 12 month Base Period. Delivery instructions and a required delivery schedule for the optional readers shall be specified if/when the options are exercised.</p> <p>The Government intends to require delivery of exactly the same item under any and all exercises of the option as was delivered under CLIN 0001.</p> <p>Rochford Thompson (RTE) Model RTE00-8011-02</p> <p>Deliver 30 days after exercise of option, at rate of 30 units per week. Amount: (b)(4) (Option Line Item) Delivery: 07/16/2006</p>	500	EA	(b)(4)	
0007	<p>Contractor's Commercial Warranty for item 0006 Delivered with CLIN 0006 Amount: \$0.00 (Option Line Item) Continued ...</p>	500	EA		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 GOVERNMENT MICRO RESOURCES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Not Separately Priced) Delivery: 07/16/2006				
0008	Rochford Thompson (RTE) Model RTE00-8011-02 Deliver 30 days after exercise of option, at a rate of 30 units per week. Amount: (b)(4) (Option Line Item) Delivery: 01/31/2007	300	EA	(b)(4)	
0009	Contractor's Commercial Warranty for item 0008. Delivered with CLIN 0008 Amount: \$0.00 (Option Line Item) Amount: \$0.00 (Not Separately Priced) Delivery: 01/31/2007	300	EA		
0010	SEWP III Surcharge (.65%) CREDIT FOR GOVERNMENT. Note: Surcharge applies to CLINS 0001, 0002 and 0003 only. The total amount of award below is only if the options are exercised. The total amount of this order is reflected in block 26 of this order. Delivery: 03/31/2007 REMIT TO ADDRESS: GOVERNMENT MICRO RESOURCES INC 7403 GATEWAY COURT MANASSAS VA 20109-7313 Total amount of award: \$1,421,888.02. The obligation for this award is shown in box 26. <div style="border: 1px solid black; padding: 5px; width: fit-content;"> US-VISIT Note: This is the potential value of this contract if all options are awarded. </div>	1	EA	(b)(4)	(b)(4)

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The eMRTD reader system/components shall be in accordance with Attachment 1 – salient characteristics and the US-VISIT Increment 2A Reader Standard (Version 1.0). The Government’s end objective under this procurement is that the offeror’s eMRTD reader system/components will be architecturally forward compatible with US-VISIT Increment 2A Reader API Standard (Version 1.1). In addition, eMRTD reader system/components shall be (or become) in compliance with this standard (Version 1.1).

PREPARATION FOR DELIVERY

a. Packing, Packaging, Marking and Storage of Equipment

Unless otherwise specified, all items to be delivered under this contract shall be preserved, packaged, and packed in accordance with the contractor’s best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

All initial packing, marking and storage incidental to shipping of equipment to be provided under this delivery order shall be at the contractor’s expense.

b. Prohibited Packing Materials

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited.

c. Markings

All deliverables submitted to the receiving office, shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

1. Contract number;
2. Name and address of the consignor;
3. Name and address of the consignee;
4. Government bill of lading number covering the shipment (if any); and
5. Description of the item/material shipped, including item number, quantity, number of containers and package number (if any).

INSPECTION AND ACCEPTANCE—DESTINATION

Inspection and acceptance of the eMRTD readers to be furnished hereunder shall be made at destination by the contracting officer or his duly authorized representative. All deliveries will be FOB destination to the following address: ATTN: Beverly Good, 1616 Fort Myer Drive, 18th Floor, Arlington, VA 22209

Title -Unless specified elsewhere in this delivery order, title to items delivered under this delivery order shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

Acceptance - Commercial and non-developmental hardware items, software items, pre-packaged solutions, and maintenance and support solutions will be accepted within seven (07) calendar days of delivery when performance is in accordance with delivery requirements. The Government reserves the right to conduct 100% acceptance testing to ensure compliance with the requirements contained in Attachment 1.

PERIOD OF PERFORMANCE

The Contract period of performance is for twelve months from date of award. Exercise of Options may extend deliveries beyond the period of performance.

REQUIRED DELIVERIES OR PERFORMANCE

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

<u>CLIN</u>	<u>ESTIMATED QUANTITY</u>	<u>DELIVERY DATE</u>
0001	3 EA	14 calendar days after receipt of order
0002	3 EA	Delivered with CLIN 0001
0003	3 EA	Delivered with CLIN 0001
0004	HRS	Within 24 Hours After Receipt of Order
0005	3 Round Trips	Concurrent with CLIN 0004
0006	30 per week (as specified)	30 days After Option Exercised
0007	30 per week (as specified)	Delivered with CLIN 0006
0008	30 per week (as specified)	30 days After Option Exercised
0009	30 per week (as specified)	Delivered with CLIN 0008

NOTE: The minimum acceptable production capability is 30 eMRTD readers per week. The Government desires that offerors shall be capable of delivering up to 50 eMRTD readers per week. The Government anticipates limiting deliveries to no more than 50 per week regardless of the contractor's ability to deliver at higher rate.

INVOICE PROCEDURES

The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the delivery order to receive invoices. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, and, if applicable, the order number and the CLIN 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. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- j. Electronic funds transfer (EFT) banking information.
- k. Proof of Government receipt of shipment.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

GOVERNMENT POINTS OF CONTACT

The Contracting Officer is Patricia Oliver, Contracting Officer, US-VISIT Acquisition Support Division, 1616 N. Ft. Myer Drive, Arlington, VA 22209; Telephone: 202-295-5490.

The Contracting Officer Technical Representative (COTR) is Stanley Robinson, 1616 N. Ft. Myer Drive, Arlington, VA 22209; Telephone: 202-298-5260.

The Task Order Manager (TOM) for this requirement is Beverly Good, 1616 N. Ft. Myer Drive, Arlington, VA 22209; Telephone: 202-298-5052.

END OF PAGE

HOMELAND SECURITY ACQUISITION REGULATIONS

HSAR 3052.209-70 Prohibition on contracts with corporate expatriates. (DEC 2003)

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

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 homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(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, Public Law 107-296, 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 after November 25, 2002, 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-

(A) 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

(B) 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.

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:

- (1) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (2) 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, Public Law 107-296.

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 after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b) (2) are met, such actions shall be treated as pursuant to a plan.

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 subsection (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.

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:

(A) warrants

(ii) options

(iii) contracts to acquire stock

(iv) convertible debt instruments

(v) others similar interests

(B) 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.

(e) Disclosure

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of provision)

HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION. (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

FEDERAL ACQUISITION REGULATION

FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The government shall award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation shall be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

NOTE: The factors are in descending order of importance.

Awards will be based on the technically acceptable low price offer. The Government reserves the right to make multiple awards under this RFQ in order to minimize risk; given that risk is largely associated with the equipment and the production capability of the OEM, not the SEWP vendor, the Government intends to make only one award for the product of any given OEM.

Offerors shall submit separate proposals for each OEM proposed.

Factor 1 - Technical

- a. **Offerors shall meet all requirements listed in Attachment 1 – Salient Characteristics. Offerors proposing other than the “Brand Name” specified shall demonstrate compliance with all Attachment 1- Salient Characteristics in the technical documentation provided with their proposal in accordance with FAR 52.211-6 Brand Name or Equal (August 1999). The technical documentation submitted shall also include in-house or other test results for Operating Magnetic Field compliance, copy of FCC Certification with certification number and copy UL Certification with certification number.**
- b. **Offerors shall provide a corporate certification that the product proposed meets all of the requirements of Attachment 1 (See template below).**

***Certification: This certifies that (insert company name) has conducted the operational tests required to ensure that the offered product (Make and Model #) meets all the salient features identified in the US-VISIT eMRTD RFQ, Attachment 1, Salient Characteristics.**

Signed: _____ **Date:** _____
Position: _____

***SEE ATTACHMENT 2 – Corporate Certification**

c. **The Offeror shall propose the rate at which eMRTD Readers can be delivered to the government beginning 30 days after Option exercise.**

***NOTE: See Required Deliveries or Performance Section.**

Factor 2 - Price

NOTE: Please be advised that the prices for the learning/testing units (CLIN 0001), in relation to the additional units, CLIN 0005 shall not be materially unbalanced. Any materially unbalanced offer will be considered non-responsive and shall be rejected

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option (s).

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

TYPE OF ORDER

This is a Firm Fixed Price Delivery Order.

AWARD OF INITIAL OFFER(S)

The Government intends to evaluate offers and award a delivery order(s) without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint.

**52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED
LINE ITEMS (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to exercise of the option.

Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

Attachment -1

SALIENT CHARACTERISTICS	
1.	The reader shall be capable of detecting and reading both ISO 14443 Type A and Type B contactless chips in any ICAO-compliant e-Passport. (Biometrics TR, Annex I)
2.	The reader shall be capable of reading 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. (LDS TR)
3.	The reader shall be capable of reading the content of DG 2 in JPEG and JPEG 2000 format. (Biometrics TR)
4.	The reader shall be capable of reading ISO 14443 contactless chips with a minimum of 32 Kilobytes and up to 512 Kilobytes.(Biometrics TR)
5.	The reader shall support data transfer rates of 106 and 424 kilobits per second (kbps). (Annex K, K.10)
6.	The reader shall operate within the 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).
7.	The reader shall support anti-collision processes specified in ISO 14443-3. (Annex K, K.07)
8.	The reader shall be capable of reading an e-Passport with a single placement of the e-Passport on the reader regardless of chip location or orientation to the data page. (Biometrics TR).
9.	The reader shall not interfere with another e-passport reader within one (1) foot or thirty (30) centimeters.
10.	The reader shall be FCC certified, and the vendor shall supply FCC certification # or certification report documentation.
11.	The reader shall support upgrading and managing of the software/firmware.
12.	The reader shall have USB 2.0 connectivity to the host PC. (Annex K, K.09)
13.	The reader shall support the BAC authentication and key establishment protocol. (PKI TR)
14.	The reader shall support Secure Messaging for Basic Access Control (BAC). (PKI TR)
15.	The reader shall be 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).
16.	The reader shall be capable of reading a shielded e-Passport. (MRTD Guide)
17.	The reader shall implement the following FIPS 180-2 hashing algorithms specified in the ICAO NTWG PKI TR: SHA-1, SHA-256. (PKI TR)
18.	The reader firmware shall purge all cached data read from the e-Passport after a transaction has completed.
19.	The reader shall read and transmit the OCR-B MRZ data (from current MRTDs and e-passports) within two seconds.
20.	The reader shall read both ICAO compliant e-Passports and MRTDs.
21.	The reader shall be capable of accepting ISO 7810 ID-1, ID-2, or ID-3 size documents, as defined in ICAO Document 9303.
22.	The reader shall come with the device drivers, libraries, source sample code, and documentation.
23.	The drivers shall run in Microsoft Windows 2000 and Windows XP environments.
24.	The reader shall provide a program that will install the drivers and supporting DLLs.
25.	A halted read operation shall leave the reader in a state to accept additional read requests.
26.	The reader shall have a method to retrieve data blocks larger than 32 Kilobytes.
27.	The supplied APIs shall conform to US-VISIT API Standards (Version 1.0).
28.	The reader shall be an integrated device capable of reading both the OCR-B MRZ and the contactless IC chip.
29.	The reader shall not require reconfiguration of firmware or other modifications to read any ICAO-compliant e-Passport chip.
30.	The reader shall be no larger than the following dimensions: Length 15", Width 8", Height 10".
31.	Placement of the e-Passport on the reader shall initiate chip read without manual intervention.
32.	The reader shall be UL certified and display the UL listing mark.
33.	At the request of the application, the reader shall free or initialize all reader resources so that the reader shall be sharable across multiple applications that are running simultaneously.
34.	The reader shall provide visible indication of power.
35.	The reader's OCR software shall be capable of reading Farrington 7B font, specifically the serial # used on the I-94 and I-94 W form.