

ORDER FOR SUPPLIES OR SERVICES

1 2

IMPORTANT: Mark all packages and papers contract and/or order numbers.

1. DATE OF ORDER 06/01/2012		2. CONTRACT NO. (if any), HSBP1012D00002		6. SHIP TO:	
3. ORDER NO. HSBP1012J00444		4. REQUISITION/REFERENCE NO. 0020067237		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229				b. STREET ADDRESS	
c. CITY			d. STATE	e. ZIP CODE	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ROD ROBERTSON ENTERPRISES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE -- Reference Your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1802 NW MILITARY HWY STE 100 D/B/A ROBERTSON AUTO AUCTION				<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 78213-2422		
9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHED				10. REQUISITIONING OFFICE (b) (6)	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Not applicable
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/30/2012	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	swb seized vehicle contract	1.000	AU	\$1,000,000.00	\$1,000,000.00	

SEE BILLING INSTRUCTIONS REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h)TOT. (Cont. pages)		
	21. MAIL INVOICE TO:									
	a. NAME DHS - Customs & Border Protection				National Finance Center				\$1,000,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) PO Box 68908									
c. CITY Indianapolis			d. STATE IN		e. ZIP CODE 46268					

22. UNITED STATES OF AMERICA BY (Signature) (b) (6)	23. NAME (Typed) JOHN T. BRAUN TITLE: CONTRACTING/ORDERING OFFICER
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DATE OF ORDER 06/01/2012	CONTRACT (if any) HSBP101. 002	ORDER NO. HSBP1012J004.	PAGE OF PAGES 2 2
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

Under this Task Order, the contractor shall provide vehicle consignment services in the following States: California (CA), Arizona (AZ), Texas (TX) and New Mexico (NM), in accordance with the attached Statement of Work (SOW). The period of performance will be from June 1, 2012 through September 30, 2012. This task order is for the minimum guaranteed amount of the IDIQ # HSBP1012D00002.

This Task Order is being awarded under the umbrella IDIQ HSBP1012D00002; and all the terms and conditions under the IDIQ # HSBP1012D00002 remain unchanged.

All program questions about this Task Order may be directed at (b) (6) at (b) (6)@dhs.gov or via telephone at (317)

(b) (6). Please send all invoices to cbpinvoices@dhs.gov and (b) (6)@dhs.gov with copies to (b) (6)@dhs.gov, (b) (6)@dhs.gov and (b) (6)@dhs.gov.

All procurement questions should be directed to (b) (6) via email at (b) (6)@dhs.gov or via telephone at 202-(b) (6)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1012J00444**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	swb seized vehicle contract	1.000	AU	\$1,000,000.00	\$1,000,000.00

Total Funded Value of Award:

\$1,000,000.00

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0928010320Z000124R1HQ0105010300 NF1492525	\$1,000,000.00

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 6650 Telecom Drive Indianapolis, IN 46278	10	1.000	09/30/2012

I.4 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

(1) National Finance Center (NFC)

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
PO Box 68908
Indianapolis, Indiana 46268

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".

(2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention:

OR email:

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention:

OR email:

- (b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.
- (1) The minimum requirements are:
- i. Name and address of the contractor.
 - ii. Invoice date and invoice number.
 - iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.

- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
 - i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.5 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

**Performance Work Statement (PWS)
For U.S. Customs and Border Protection
Vehicle Consignment**

1. BACKGROUND:

The U. S. Customs and Border Protection (CBP) is the unified border agency within the Department of Homeland Security (DHS). In the Southwest Region of the United States, CBP is responsible for guarding approximately 2,000 miles of land bordering Mexico. CBP's mission is to serve the American people by protecting these borders with vigilance, integrity, and professionalism.

CBP's agents prevent illegal entry into the United States of people and contraband at and between the ports of entry. CBP law enforcement officials are authorized to seize vehicles when there is reasonable cause to believe laws enforced by CBP have been violated.

Each year the CBP seizes approximately 15,600 vehicles, valued at \$10,000 or less, along the Southwest Border States of Texas, Arizona, New Mexico, and California. Once the vehicles are seized, they must be maintained and stored until disposition. There is limited storage space available. This performance based work statement (PWS) will facilitate a more efficient process for managing the custody and disposition of seized and forfeited vehicles.

2. SCOPE:

The objective of the PWS is to obtain the highest quality and most efficient management services for pre-seizures, receipt, towing, storage, custody, inventory, SEACATS entry, and disposition of seized and forfeited vehicles in the Southwest Border States.

Contractor performance objectives are defined in this PWS as results or goals to be achieved, with the expectation that the contractor will provide suggestions and efficient recommendations for continuous process improvement which will include cost reductions, decreases in storage time and maximization of sale proceeds. The CBP/ business partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

- a) Consistently take steps to understand CBP's crucial national security mission and its business issues and opportunities;
- b) Work collaboratively with other contractors, including those contractors who are the predecessor and successor to this contract, port authorities, government agencies, and business partners to ensure project success.

This performance-based PWS includes performance measures and metrics which will be used extensively to monitor Contractor performance. CBP and the contractor will monitor progress using agreed-upon performance metrics.

3. APPLICABLE DOCUMENTS:

Regulations and/or References:
SEACATS USER GUIDE
19 U.S.C. 1581, et. seq.
19 CFR Part 162 ("Inspection, Search and Seizure")
Federal Acquisition Register (FAR) Subpart 45

Personal Property Management Handbook, HB 5200-13B
Treasury Financial Manual (TFM) for Guidance of Departments and Agencies, Volume 1, Chapter 2500, Treasury Financial Communications System Payments (TFCSP)
Listing of Designated CBP Representatives Requesting Vehicle Pick-Up

Forms:

CBP Form 58 Vehicle Inventory and Receipt
CBP Form 4613 Order to Destroy and Record of Destruction of Forfeited, Abandoned, or Unclaimed Merchandise
CBP Form 5960 Vehicle Pre-Consignment Service Order
CBP Form 6051S Custody Receipt for Seized Property and Evidence
CBP Form 7512 Transportation Entry and Manifests of Goods Subject to U.S. Customs and Border Protection Inspection and Permit
CBP Form 7605 Disposition Order
Vehicle Inspection Worksheet
Standard Form 97 United States Government Certificate to Obtain Title to a Vehicle
OTCnet Electronic Deposit Slip

4. PERFORMANCE REQUIREMENTS AND STANDARDS:

4.1 Project Management

4.1.1 Prepare a Draft Project Management Plan (PMP) which outlines the Contractor's methodology for managing Project Goals and Objectives; Quality Assurance; Risk Management; and Transition In and Out.

Performance Standard:

The contractor shall prepare and provide with proposal submission a Draft Project Management Plan (PMP) which includes Project Goals and Objectives Plan; Quality Assurance Plan; Risk Management Plan; and Transition In and Out Plan.

4.1.2 Prepare a Draft Project Goals and Objectives Plan as a section of the PMP.

Performance Standard:

The contractor shall prepare and provide with proposal submission as a section of the PMP a Project Goals and Objectives Plan which sets forth the Contractor's methodology for confirming tasks and defining goals; determining necessary resources; identifying workflow and timelines for completing administrative tasks; and workflow to subcontractors and vendors.

4.1.3 Prepare a Draft Quality Assurance Plan and supporting Draft Monthly Surveillance Checklist that aligns with the QAP and resulting quality Assurance Surveillance Plan (QASP) for all services required by Sections 4 of this Performance Work Statement, as a section of the PMP. The draft and final QASP shall include a description of the service, surveillance method/measure, and the date planned and completed.

The contractor will perform their own monthly assessment of quality, schedule, business relations, management, and other areas instituting control and monitoring performance.

The plan will be used to mutually confirm and document perceptions of performance acceptability and to ensure renewal of option year terms for the length of the contract.

Performance Standard:

The contractor shall prepare and provide with proposal submission as a section of the PMP a Draft Quality Assurance Surveillance Plan (QASP) and checklist. The final QASP and checklist must be submitted 30 days after award.

4.1.4 Prepare a Draft Risk Management Plan as a section of the PMP.

Performance Standard:

The contractor shall prepare and provide with proposal submission as a section of the PMP a Draft Risk Management Plan which sets forth the methodology for identifying operating constraints and plans for reducing risk and achieving performance objectives.

4.1.5 Prepare a Transition In and Out Plan as a section of the PMP.

Performance Standard:

The contractor shall prepare and provide with proposal submission a Transition In and Out Plan as a section of the PMP which sets forth the methodology for: plans for training and orienting personnel; background investigations for personnel using the Seized Assets Case Tracking System (SEACATS); obtaining current vehicle inventory records; reconciling and transferring inventory records upon completion; and cooperating and communicating with outgoing and incoming contractors.

4.1.6 Standard Operating Procedures (SOP) –

The contractor shall establish and follow Standard Operating Procedures incorporating PMP above, outlining Contractor's methodology for managing Project Goals and Objectives; Quality Assurance; Risk Management; and Transition In and Out.

Performance Standard:

The contractor shall prepare and provide with proposal submission a draft of the SOP incorporating PMP to be reviewed by COTR. Changes to the SOP in response to COTR's review of the draft are made within 5 business days of receipt of comments.

Monthly Management Reports

4.1.7 The contractor shall submit an information management report of events from the previous month that will or are likely to impact the operation of the contract to the Contracting Officer and to the COTR.

Performance Standard:

The contractor shall submit the report on or before the 16th of each month. The summary of events shall include: property management; property disposition; sales and marketing; risk management; quality control and audits; and any other significant information that impact on the contractor's performance of the PWS requirements.

Data Entry

4.1.8 Data Entry Responsibilities: The contractor shall be responsible for data input, updates, and maintenance of the information specified within the Property Contractor Transaction User Guide for the SEACATS.

Performance Standard:

The contractor shall enter all information within two working days from the date that the action was completed, except the sale of vehicles. The data entry for sold vehicles shall be entered within 5 working days from date of the release of the vehicle. All sale deposits should be entered into SEACATS within 10 working days of the last collection of revenue from the sale.

4.1.9 System Problems or Interruptions: Upon experiencing and/or identifying a system problem, the contractor shall immediately call the appropriate Information System help desk and report the problem(s).

Performance Standard:

The CBP help desk will provide a work order ticket number when system problem or interruption occurs. Depending on the seriousness of the problem, i.e., cannot gain access to the system, no dial up, a written impact statement shall be provided by the contractor within one business day to the CO and COTR. The impact statement shall identify how the problem will affect users, and provide any alternative solutions proposed to meet the PWS

requirements.

Accounting and Finance

4.1.10 Financing and Accounting System

The contractor shall propose its own financing/accounting system, and auctioneering/cashiering system. The proposed systems shall provide the information necessary to track all costs and meet audit requirements, comply with cost accounting standards and shall be used to record and report all aspects of the vehicle management and sales information. The government must approve any automated systems proposed for cashiering and auctioneering.

Performance Standard:

The contractor shall follow General Accounting Standards. The contractor shall only receive funds and other types of payment from the authorized sources identified in the contract.

Accounting Requirements – Performance Standard

The contractor's system for meeting the accounting standards of this PWS shall be approved by the Contracting Officer and COTR prior to use. The contractor must ensure that the system meets all government requirements for an automated accounting system. This includes having a system that identifies all revenue and expenses including direct and indirect costs to the individual line items. Additionally, the system must provide all the information necessary for CBP to meet their financial reporting requirements.

4.1.11 Accepting Payment

Payment received by the contractor on behalf of the Government for all sales will be in the form of cash, cashier's checks, certified checks or wire transfers. No personal checks will be accepted.

When remission is greater than \$500, payment must be made by cash, cashier's check, or certified check. When the remission charge is \$500 or less, payment can be made by cash, cashier's check, certified check, traveler's check or money order. No personal checks will be accepted.

Wire transfers from buyers made directly to a bank account of the contractor are an acceptable payment method for any type of transaction. The wire must reference the sale number. In all cases, the monies must be in U.S. dollars.

Terms of Payment

The contractor shall adhere to the following terms and conditions when accepting payment from sources:

All purchases require payment in full on the day of the sale unless the contractor extends payment until the next day.

The final day of collection will be considered the date of collection for reporting purposes for sales revenue.

4.1.12 Documenting Sales

The contractor shall follow the requirements in the Schedule for Delivery of Sales Reports for seized property as outlined below:

Performance Standard:

Seized Property Sales Report

For submission to the National Finance Center (NFC):

Report	Due Date
Summary Report of Sales to Date	10 th calendar day of each month
Schedule of Sales for Remainder	10 th calendar day of each month
Credit Card Reconciliation Report	30 calendar days after sale
Sales Closeout Package	45 calendar days after sale (Listing of items sold, buyers invoices, deposit slips for total sale)

4.1.13 Relinquished Sale Deposits

The Government retains the deposit when the successful bidder fails to pay the remaining balance within the time limit specified in the sale terms and conditions, or when the time limit expires without payment.

Performance Standard:

The contractor shall transfer retained deposits to NFC, along with reports of why the deposit was retained and identifying the sale number within five days from the date of sale.

Transfer of Funds to the U.S. Treasury Department

4.1.14 Transfer of Sale Revenue

Revenue received by the contractor from all sales shall be deposited directly into the Treasury General Account or wire transferred to the Treasury General Account.

All sales revenues in the form of cash and cashier's checks received at auction sites will be stored in a secured safe and will be deposited to a designated local commercial bank which maintains Treasury General Accounts within one business day of the sale. An OTCnet electronic deposit ticket will be prepared and must accompany this deposit.

For these deposits, a memorandum shall be sent via fax (Deposit Transmittal) to the NFC no later than five business days from the final date of sale collection (e.g. last transfer date). The memorandum must include the following information:

- a Contractor point-of-contact
- b. Copy of OTCnet Electronic Deposit Slip
- c. Deposits itemized by sale number

All funds not directly deposited in a Treasury General Account shall to be wire-transferred to the Treasury General Account within five working days after the last date of collection. The wire transfer shall include the sale number and Contractor point of contact for each amount transferred. The individual transfer amounts, when added together, must equal the total deposit for the sale. The Contractor shall provide an explanation for any differences in the amounts.

Performance Standard:

The Contracting Officer shall be notified of any unusual and special circumstances that would affect compliance with these procedures within 2 business days.

4.1.15 Transfer of Non-Sale Revenue

All funds received by the contractor for non-sale revenue shall be wire transferred to the Treasury General Account within five working days after collection. All wire-transfers must uniquely identify the type of revenue.

Performance Standard:

All wire transfers are to be made in accordance with procedures established by Treasury Financial Manual (TFM) for Guidance of Departments and Agencies, Volume I, Chapter 2500, Treasury Financial Communications System Payments (TFCSP). The SEACATS number for each of these collections shall be provided in the Monthly Cash Transfer Report.

4.1.16 Monthly Cash Transfer Report

Prepare a Monthly Cash Transfer Report reconciling the revenues, deposits, and transfers for the previous month. There must be a separate report, broken down by revenue type. Sale collections shall include sale number, sale date, date of collection, date of deposit, date of transfer and transfer reference. Non-sale collections shall include seizure number, collection date, date of deposit, date of transfer and transfer reference.

Performance Standard:

The contractor shall deliver a Monthly Cash Transfer Report, to the NFC, by the close of business on the tenth day of the following month.

The contractor shall provide to the NFC, copies of monthly bank statements from each bank that is used to deposit monies.

Performance Standard:

The contractor's bank statements for the first 9 months of the fiscal year shall be forwarded annually to NFC by July 15 and for the remainder of the fiscal year shall be forwarded to NFC by October 8.

4.1.17 Auditing

CBP, other Federal agencies, and independent private auditors may perform detailed financial and accounting reviews of contractor and subcontractor records for accuracy, completeness, fraud, waste, abuse, and in conformance with Federal Acquisition Regulation (FAR) and Cost Accounting requirements.

The contractor shall make available all property, management, financial, and accounting records pertaining to this PWS for audit at the direction of the CO.

Performance Standard:

The contractor must cooperate fully with any audit or inquiry into its operational, financial and accounting practices, policies, procedures, and records.

4.2 Seizure Services

4.2.1 Provide all seizure services as directed by the CBP contracting officer (CO), Contracting Officer's Technical Representative (COTR), or Field COTRs, or by other individuals specifically designated by the Field COTR or COTR. Seizure services for all vehicles may include: Towing to a different site; dropping and replacing gas tanks in vehicles; providing services to facilitate inspection to identify illegally built compartments; breakdown of tires; movement of conveyances to CBP x-ray facilities for the purpose of detecting controlled substances (drugs and narcotics); transfer of vehicles to and from locations for inspection services; and removal of unauthorized hidden compartments.

Invoices for seizure services will be based on services identified. All vehicles will be assigned an Incident Number or FP& F Case Number which must appear on the invoice.

CBP operates 24 hours a day; however, the COTRs/Field COTRs are not available 24 hours. Therefore, additional trained CBP personnel will be designated to order pre-seizure services when the COTRs are

not available. This delegation of authority is strictly for seizure services for vehicles during non-duty hours.

Performance Standard:

The contractor shall document all services on CBP Form 5960. The CBP representative and the contractor shall sign the CBP Form 5960 to verify the requested services were performed. The contractor shall maintain this form in their official vehicle contractor file.

A CBP employee shall accompany the contractor during the performance of all seizure services (except roadside tows).

CBP shall provide a signed CBP Form 6051S, Custody Receipt for Seized Property and Evidence -- The contractor shall not add anything or write on CBP Form 6051S except to: (1) add signature and quantity on the signature line; or (2) to identify discrepancies.

CBP shall provide a signed CBP Form 58, Vehicle/Vessel/Aircraft Inventory and Receipt, (CBP document used to record data, including description and condition of vehicles and installed equipment). A properly completed and executed CBP Form 58 inventory form is required for all vehicles transferred to the custody of the contractor. The contractor shall verify the CBP Form 58 and note any discrepancies on the form. The contractor shall sign the CBP Form 58 documenting receipt and the condition of the vehicle.

Following the final re-screening by CBP, CBP will provide a Vehicle Inspection Worksheet (VIW), used to document accomplished mandatory screening requirements of seized vehicles. The contractor will hold the VIW until CBP completes and documents the final re-screening before forwarding to the Field COTR.

4.3 Consignment

4.3.1 Provide consignment services for all seized and forfeited vehicles to include photographing all vehicles inside and outside and noting any obvious vehicle damage at the time of consignment.

Designated CBP representatives (a listing will be provided by the COTR) shall contact the contractor to request vehicle(s) pick-up. The contractor will be provided with a description of the vehicle(s) and its exact location before pick-up. CBP will consign seized and forfeited vehicles to the contractor by completing form CBP Form 6051S.

The Field COTR (or SPS) shall provide the FP&F case number to the Contractor. If the FP&F is provided within 36 hours after pick-up of the vehicle, the contractor shall coordinate with Field COTR to obtain the FP&F case number.

Performance Standard:

The contractor shall take custody of all vehicles at all locations (specifically ports, sectors and stations) within 24 hours of notification by CBP representative.

The time of receipt of notification by CBP representative to the contractor and the time of contractor arrival shall be recorded by the contractor in a COTR approved document system and provided on an as needed basis.

CBP shall provide a signed CBP Form 6051S, Custody Receipt for Seized Property and Evidence. The contractor shall not add anything or write on the CBP Form 6051S except to: (1) add signature and quantity on the signature line; or (2) to identify discrepancies. The contractor shall provide a copy of signed form to Field Government COTR within two working days of receipt of the vehicle.

CBP shall provide a signed CBP Form 58, Vehicle/Vessel/Aircraft Inventory and Receipt. A properly completed and executed CBP Form 58 inventory form is required for all vehicles transferred to the custody of the contractor. The contractor shall verify the CBP Form 58 and note any discrepancies on the form. The contractor shall sign the CBP Form 58 documenting receipt and the condition of the vehicle.

The contractor shall provide a copy of signed form to Field Government COTR within two working days of receipt of the vehicle.

Following final re-screening by CBP, CBP shall provide the contractor with a Vehicle Inspection Worksheet (VIW), used to document accomplished mandatory screening requirements of seized vehicles. The contractor shall hold the VIW until CBP completes and documents the final re-screening before forwarding to the Field COTR.

4.3.2 Upon consignment, provide services for proper safekeeping/accountability, vehicle identification, SEACATS data input, storage, vehicle maintenance and disposition of the vehicle(s).

The Field COTR (or SPS) shall provide the FP&F case number to the contractor. If the FP&F is not assigned within 36 hours after pick-up of the vehicle, the contractor shall coordinate with Field COTR to obtain the FP&F case number.

Performance Standard:

See 4.3.1

4.3.3 Provide regularly scheduled pick-ups at the high-volume Ports of Entry (POE) and BP Station(s) rather than calling for individual pick-ups at the request of the Field COTR. Currently the high volume locations are: (1) San Diego, CA; El Centro, CA; Tucson & Nogales, AZ; and El Paso, McAllen, Laredo TX. More locations may be added or locations may be removed as determined by the Field COTR.

The Field COTR (or SPS) shall provide the FP&F case number to the Contractor. If not provided within 36 hours after pick-up of the vehicle, the contractor shall coordinate with Field COTR to obtain the FP&F case number.

Performance Standard:

See 4.3.1

4.3.4 Provide vehicle pick-up at checkpoints, roadside and/or remote sites. The time of the receipt of the call by the contractor and the time of contractor arrival shall be recorded by the contractor in a COTR approved document system.

The Field COTR (or SPS) shall provide the FP&F case number to the Contractor. If not provided within 36 hours after pick-up of the vehicle, the Contractor shall coordinate with Field COTR to obtain the FP&F case number.

Performance Standard:

The contractor shall arrive at the point of seizure at checkpoints, roadside and/or remote sites within 1.5 hours after notification by COTR, Field COTR, SPS or designee.

Please also see 4.3.1

4.3.5 Provide consignment services during non-duty hours to include towing, open and/or remove illegally built compartments, breakdown of tires, dropping and replacing gas tanks in vehicles.

During non-duty hours when there is a hazardous emergency situation or when there is lack of storage capacity at the Port, consignment of vehicles may be specifically delegated to CBP personnel other than the COTR. The delegated CBP official shall call the contractor to request pick-up of seized vehicles. No other authority is implied and this delegation authority is strictly for the consignment of vehicles during non-duty hours.

The Field COTR (or SPS) shall provide the FP&F case number to the contractor. If not provided within 36 hours after pick-up of the vehicle, the contractor shall coordinate with Field COTR to obtain the FP&F case number.

Performance Standard:

See 4.3.1

Note: Receipt and Transfer

CBP will transfer custody by providing the Contractor with the following documents:

- a) CBP Form 6051S, Custody Receipt for Seized Property and Evidence -- The Contractor shall not add anything or write on CBP Form 6051S except to: (1) add signature and quantity on the signature line; or (2) to identify discrepancies.
- b) CBP Form 58, Vehicle/Vessel/Aircraft Inventory and Receipt, (CBP document used to record data, including description and condition of vehicles and installed equipment). -- A properly completed and executed CBP Form 58 inventory form is required for all vehicles transferred to the custody of the contractor. The Contractor shall verify the CBP Form 58 and note any discrepancies on the form. Contractor shall sign the CBP Form 58 documenting receipt and the condition of the vehicle.
- c) Vehicle Inspection Worksheet (VIW), used to document accomplished mandatory screening requirements of seized vehicles. The Contractor will hold the VIW until CBP completes and documents the final re-screening before forwarding to the Field COTR.

CBP will provide these documents, when transferring seized and forfeited vehicles to the contractor. The contractor shall maintain a file for each seized and forfeited vehicle containing but not limited to the above documents.

The contractor shall pick-up all seized vehicle(s) with or without a SEACATS/Case number(s). However, the Contractor shall coordinate with the Field COTR to obtain the SEACATS/Case number if it is not provided within 36 hours after vehicle pick-up.

The contractor will provide a copy of Forms CBP 6051, CBP 58, and original VIW Form to Field COTR within two working days of receipt of the vehicle. If the descriptions, quantity, presence of an APV are missing from the CBP 6051, the contractor shall submit a cover sheet identifying the discrepancy(s) to the Field COTR and the COTR. The contractor shall keep the original CBP Form 6051 and CBP Form 58.

4.4 Transportation Services

4.1 Provide safe, secure, and cost-effective transportation for all seized and forfeited vehicles from point of acceptance (i.e. POE, roadside, checkpoint, sector station, etc) to the Contractor's storage facility.

Personal use of seized vehicles is strictly prohibited. The contractor shall not drive seized/forfeited vehicles except to move within the storage facility.

Performance Standard:

The contractor shall respond to pick-up requests for all roadside vehicles and perform all station tows as agreed upon between the contractor and CBP.

4.5 Storage Services

4.5.1 Ensure all vehicles are stored safely and securely to maintain the condition of the vehicle from time of acceptance through disposition. Maintain the security of the vehicles and implement security and

other risk handling measures to prevent unauthorized entrance, vandalism, pilferage, larceny, sabotage, fire, etc.

The Field COTR shall approve any movement of vehicle from the original storage facility.

Moving a car(s) to access another car(s) is not a chargeable expense to this Contract.

Performance Standard:

The contractor shall provide CBP with a listing of all consignment locations and security measures established at each location. Pictures of these facilities shall be provided to the COTR along with the security measures on an as required basis.

Vehicles shall be parked at the storage facility so that they can be readily located and easily accessed without moving another vehicle (a minimum of a 3 foot perimeter will be maintained).

The contractor will provide the signed CBP Form 6051S which shows the new location of the property and/or related forms to the Field COTR within five working days of the relocation. The contractor or its designated agent may contact the CBP representative to confirm details of the proposed transfer.

4.5.2 Ensure any vehicles being held as evidence are segregated from other vehicles to avoid any tampering or contamination.

Moving a car(s) to access another car(s) is not a chargeable expense to this Contract.

Performance Standard:

The contractor shall create a monthly report of all vehicles being held as evidence, detailing how the vehicles are segregated from other vehicles to avoid tampering or contamination.

The contractor shall provide CBP with a listing of all consignment locations and security measures established at each location within 15 days after contract award. The contractor shall also submit pictures of these facilities that will be provided to the COTR along with the security measures as required.

Vehicles shall be parked at the storage facility so that they can be readily located and easily accessed without moving another vehicle (a minimum of a 3 foot perimeter will be maintained).

The contractor shall provide the signed CBP Form 6051S which shows the new location of the property and/or related forms to the Field COTR within five working days of the relocation. The contractor or its designated agent may contact the CBP representative to confirm details of the proposed transfer.

4.5.3 Develop and provide the COTR a contingency plan to cover natural disasters and/or terrorist activity.

Performance Standard:

The contractor shall provide a draft contingency plan within 15 days following contract award to the Contracting Officer and COTR that contains detailed plans and procedures to cover natural disasters and/or terrorist activity.

The contractor shall make any changes to the Contingency Plan in response to the COTR's review of the draft within 5 business days of receipt of comments.

4.6 Seized Vehicle Facilities (Government and Contractor)

4.6.1 Operate and maintain the Prindle Seized Vehicle Facility (PSVF) located at 9020 Airway Road, San Diego, California 92154.

The primary storage facility for vehicles seized in San Diego County shall be the Prindle Seized Vehicle Facility (PSVF) located at 9020 Airway Road, San Diego, California 92154. PSVF is leased by CBP and consists of 3,820 square feet useable office space and 31 acres of land where approximately 5,500 vehicles may be stored. The PSVF is a government facility and the facility's day-to-day operations and security for the facility and vehicles within are the contractor's responsibility.

Any vehicles seized in Imperial County and east to include (Andrade) may be stored in a cost effective storage facility in the Calexico area if one is available.

Performance Standard:

The contractor shall prepare and provide with proposal submission how they will operate and maintain the PSVF.

4.6.2 The contractor shall use and maintain the furnished Government's stand-alone bar coding system for the purpose of maintaining an accurate seized vehicle inventory at the PSVF.

An inventory of equipment that will be available for use by the contractor will be provided by the government. The government retains ownership of that equipment and any other equipment purchased under this contract.

Performance Standard:

The contractor must perform services in accordance with process and procedures outlined for operating Government stand-alone bar coding system.

4.7 Vehicle Identification and Physical Accountability

4.7.1 Provide labeling services assigning CBP SEACATS case numbers and three (3) digit line item numbers to all vehicles seized and forfeited.

Labels containing required information shall be placed on vehicles in a conspicuous location such as inside the window to prevent deterioration by the elements.

Performance Standard:

The contractor must provide labels with the required information. The label and information on the label must be weather resistant and may be computer generated, hand written or otherwise generated in a manner that will not fade or disappear regardless of weather, temperature or exposure to other conditions.

4.7.2 Establish and maintain a file for seized and forfeited vehicles in the contractor's custody.

Performance Standard:

The contractor shall establish and maintain a file that shall include all vehicle inspection reports, and records related to the receipt, transfer, condition, storage, and disposal of the vehicle.

The contractor shall provide access to the file, or copies of documents to authorized CBP officials upon request.

4.8 Access to Vehicles

4.8.1 Ensure that access to and removal of vehicles from the storage facility upon CBP's request can be done in a timely and efficient manner.

Performance Standard:

The contractor must ensure access to and removal of vehicles is accomplished within 30 minutes after receipt of the request by CBP.

4.8.2 The contractor shall restrict access to all seized and forfeited vehicles stored under this contract to authorized individuals (contractor employees; government Contracting Officer (CO); COTRs/DCOTR; Field COTRs and other authorized CBP personnel, and those individuals who present a disposition order CBP Form 7605 signed by an approved CBP official.

Performance Standard:

The contractor must prepare and provide logs which show the recorded date and time individuals that enter and exit the storage facility, and this data shall be available for review upon request, by the Contracting Officer and/or all COTRS and other designated CBP personnel.

4.8.3 Maintain a log to record the date and time of individuals that enter and exit the storage facility.

4.9 Vehicle Maintenance

4.9.1 Maintain and preserve vehicles as needed to ensure that such vehicles retain their overall condition from the time of acceptance until disposition. This includes cleaning, removing all trash, and securing vehicles at the time of storage.

If the contractor finds any items of significant value, it should immediately notify the Field COTR.

No maintenance or repairs will be performed without written approval of the COTR or the Field COTR.

The contractor may propose improvements to forfeited vehicles that will result in a higher sale price. The proposal must be supported by a cost benefit analysis. The COTR will review the cost benefit analysis and determine whether or not the contractor should perform the improvement.

Performance Standard:

Provide signed CBP Form 58, Vehicle/Vessel/Aircraft Inventory and Receipt. A properly completed and executed CBP Form 58 inventory form is required for all vehicles transferred to the custody of the contractor. The contractor shall verify the CBP Form 58 and note any discrepancies on the form. The contractor shall sign the CBP Form 58 documenting receipt and the condition of the vehicle. The contractor shall provide a copy of signed form to Field Government COTR within two working days of receipt of the vehicle.

Following final re-screening by CBP, CBP shall provide a Vehicle Inspection Worksheet (VIW), used to document accomplished mandatory screening requirements of seized vehicles. The contractor must hold the VIW until CBP completes and documents the final re-screening before forwarding to the Field COTR.

4.10 Discovery of Illegal Substance

4.10.1 If any illegal controlled substances and/or contraband are discovered during the management of seized and forfeited vehicle (s), the contractor shall secure the vehicle and immediately contact Field COTR. If the contractor locates a hidden compartment, whether or not it contains controlled substances and/or contraband, the contractor shall secure the vehicle and immediately contact Field COTR.

The U.S. Government conducts comprehensive inspections of all seized and forfeited vehicles for illegal controlled substances and/or other contraband. Some vehicles may contain hidden compartments that may contain the controlled substances and/or contraband.

Performance Standard:

The contractor shall contact the Contracting Officer (CO); COTRs/DCOTR; Field COTRs and other authorized CBP personnel within 30 minutes after the discovery of illegal controlled substances and/or other contraband.

A report shall be submitted to the Field COTR within 3 business days of the incident.

4.11 Notifications of Loss or Theft

4.11.1 If theft, vandalism or other apparent criminal activity is detected, the contractor will immediately contact the COTR and, as required, notify local law enforcement agencies.

Performance Standard:

The contractor shall by close of business the following business day, notify the COTR, and Field COTR, by electronic means, of any loss, theft, destruction and/or damage to any seized and/or forfeited vehicle while in the contractor's custody.

A final report shall be submitted to the COTR and the Field COTR within fifteen (15) business days of the incident. The final report shall contain the seizure number; a narrative of the incident; and the value of the loss and actions taken to prevent further incidents.

4.12 Vehicle Disposition Procedures

4.12.1 All vehicles will have a canine screening and the contractor shall provide the executed CBP Form 7605 and original VIW to CBP within five (5) days after disposition services have been completed.

For seized and forfeited vehicles, the Field COTR via the Disposition Order CBP Form 7605 may: (1) Remit; (2) Sell, (3) Transfer or Donate, (4) Destroy, (5) Manipulation, (6) Other, (7) Canine screening, (8) X-Ray.

The primary method of disposal of vehicles with an appraised fair market value (FMV) of \$2,501 or more is by sale at auction. These sales will be open to the general public.

The primary method of disposal for vehicles with an appraised or fair market value (FMV) of \$2500 or less is to sell the vehicles to licensed United States salvage dealers, scrap dealers, recyclers, and dismantlers (these businesses must be licensed as such by the state in which they operate and the vehicles must be destroyed in accordance with all state requirements). All businesses qualifying for these sales must be in good standing with the state in which they operate and their licenses cannot be suspended, in the process of being revoked or under other disciplinary business actions by the state regulatory agency or board.

Performance Standard:

The contractor shall ensure that the seized vehicle being disposed of is the same vehicle described on the Disposition Order, CBP Form 7605. The contractor shall ensure that the disposition is carried out in the manner specified in the disposition order.

The contractor shall ensure that the destruction and salvage process of seized and forfeited vehicles is completed as soon as possible, but not later than thirty (30) calendar days after receipt of a signed disposition order from the Field COTR or the COTR.

The contractor shall ensure that each vendor possesses all required permits, bonds, and licenses required to do business. The contractor shall provide copies of these licenses to the CO or COTR upon request.

4.12.2 Maintain records of all dispositions.

Performance Standard:

The contractor shall return the original executed disposition order, the original CBP 6051, and other applicable documents to the Field COTR within five days after disposition services have been completed except for "Sell" dispositions (see 4.22).

4.13 Vehicle Dismantling/Destruction

4.13.1 Require that the United States licensed salvage dealers, scrap dealers, recyclers, and dismantlers (hereafter "Vendors" if applicable) dispose of scrap/salvage-seized vehicles according to all Federal, State and local laws, codes, ordinances, regulations, and current industry practices regarding vehicle dismantling.

Performance Standard:

The contractor shall ensure all Federal, State and local laws, codes, ordinances, regulations, and current industry practices regarding vehicle dismantling are adhered to.

4.13.2 Ensure that each vendor possesses all required permits, bonds, and licenses required to do business.

Performance Standard:

The contractor must provide copies of the vendors' licenses to the CO or COTR upon request.

4.13.3 Ensure the destruction and salvage process of seized and forfeited vehicles is completed as soon as possible, but not later than thirty (30) calendar days after receipt of a signed disposition order from the Field COTR or the COTR.

Performance Standard:

The contractor must ensure that all Federal, State and local laws, codes, ordinances, regulations, and current industry practices regarding vehicle dismantling are adhered to.

4.13.4 Verify the destruction and disposal of the vehicle by: (1) witnessing the destruction; and (2) Documenting the destruction.

Performance Standard:

The contractor shall provide reasonable notification to CBP office in advance of destruction for viewing by government personnel.

The contractor must ensure all Federal, State and local laws, codes, ordinances, regulations, and current industry practices regarding vehicle dismantling are adhered to.

Contractor responsibilities for salvage/scraping of vehicle include:

4.13.5 Remove and dispose of all license plates in accordance with the individual state laws and regulations.

Performance Standard:

The contractor shall ensure all Federal, State and local laws, codes, ordinances, regulations, and current industry practices regarding the removal and disposal of all license plates are adhered to.

4.13.6 For states that accept the Bill of Sale the Contractor will ensure that the Bill of Sale is issued to Subcontractor for any vehicle valued at \$2,500 or less. The Bill of Sale will be stamped with "Scrap/Parts Only" and "No Re-title".

Performance Standard:

The contractor must ensure that the Bill of Sale has Customs and Border Protection printed on the Bill of Sale including the local field office address.

4.13.7 For states that do not accept the Bill of Sale the contractor will ensure that the Standard Form 97 "United States Government Certificate to obtain Title to a vehicle" is issued to subcontractor for any vehicle valued at \$2,500 or less and

is stamped with 'Scrap/Parts Only' and "No Re-title".

Performance Standard:

The contractor must ensure that all four copies of the Standard Form 97 are stamped with "Scrap/Parts Only" and "No Re-title".

4.13.8 The contractor shall include the following provision in all agreements for sale of seized and forfeited vehicles:

The contractor shall secure the vehicle and immediately notify the seller (who will in turn notify the Field COTR) if it locates any illegal controlled substances, contraband, and/or hidden compartments in seized and forfeited vehicle (s) purchased from seller."

Performance Standard:

The contractor shall include provisions in all agreements for the sale of seized and forfeited vehicles.

4.14. Remitted to Owner/Violator

The Contractor shall remit vehicles to the party designated by the Field COTR on a Disposition Order CBP Form 7605. The contractor's responsibility shall include, but is not limited to, the following:

4.14.1 Notify the designated owner in writing, correspond to telephonic inquiries from the designated party, regarding the amount due, and the date by which the property must be retrieved.

Performance Standard:

The contractor must ensure that Form 7605 is completed and signed in its entirety.

The contractor must obtain the signature of individual receiving the vehicle on the release documents, CBP Form 6051.

The contractor must obtain a signed and notarized Hold Harmless Release Agreement from the person designated on the disposition order if it is required by the Field COTR.

4.14.2 Verify that the seizure(s) number and VIN match the VIN and seizure numbers on the release documents.

Performance Standard:

See 4.14.1

4.14.3 Verify identity of person (s) receiving property as that on the Disposition Order.

Performance Standard:

See 4.14.1

4.14.4 Obtain total payment for all contractor costs prior to release unless costs are exempted on the CBP Form 7605.

Performance Standard:

See 4.14.1

4.14.5 Remove all unauthorized hidden compartments when requested by the Field COTR.

Performance Standard:

See 4.14.1

4.15 Retention by Government

4.15.1 Release seized vehicles to the agency organization designated on the disposition order by the CBP. The Contractor shall obtain the signature, on the CBP Form 6051, of the official from the organization receiving the property.

Performance Standard:

The contractor shall ensure that documents are returned to the Field COTR within five days.

The contractor must obtain signature of individual receiving the vehicle on the release documents, CBP Form 6051.

The contractor must obtain a signed and notarized Hold Harmless Release Agreement from the person designated on the disposition order if it is required by the Field COTR.

4.16 Transfer to Other Federal, State or Local Agencies

4.16.1 Release of seized vehicles to other Federal, State, or local agencies designated in writing by CBP on Form 7605.

Performance Standard:

The contractor must ensure Order Form 7605 is completed and signed in its entirety.

The contractor must obtain signature of individual receiving the vehicle on the release documents, CBP Form 6051.

The contractor must obtain a signed and notarized Hold Harmless Release Agreement from the person designated on the disposition order if it is required by the Field COTR.

4.16.2 Donation of vehicles designated by the Field COTR as detailed in the disposition order, CBP Form 7605.

Performance Standard:

See 4.16.1

4.17 Sales and Marketing

4.17.1 Establish and follow CBP Instructions, Terms, and Conditions (ITC) Booklet for the Sale of Vehicles.

Performance Standard:

The contractor must provide a draft ITC Booklet for the Sale of Vehicles that shall be submitted to the COTR within 10 business days following contract award and must be in accordance with provisions of 19 U.S.C. 1581, et, seq. All sales must comply with the provisions of 19 CFR Part 162 ("Inspection, Search and Seizure"). Any changes to the ITC Booklet for the sale of vehicles in response to the COTR's review of the draft ITC Booklet shall be made within 5 business days of receipt of comments.

4.17.2 Provide data entry into SEACATS to accommodate the recording, accounting, updates, maintenance and reporting of the applicable requirements and elements of information in overall Vehicle Consignment.

Performance Standard:

The contractor shall enter all information within two working days from the date that the action was completed, except the sale of vehicles. The data entry for sold vehicles shall be entered within 5 working days from date of the release of the vehicle. All sale deposits should be entered into SEACATS within 10 working days of the last collection of revenue from the sale.

4.18 Vehicle Sales Procedures

Planning and Scheduling

4.18.1 Plan and schedule sales for the upcoming fiscal year.

Performance Standard:

The contractor shall provide a copy of the plan to the Contracting Officer and COTR for review and approval no later than August 15th of each year. All vehicles with a disposition for sale will be sold within 30 days unless the contractor has prior written approval from the Contracting Officer or COTR. The contractor shall notify the Contracting Officer and COTR of any changes to the sale schedule.

Methods

If the contractor elects to subcontract with an auction firm, the contractor may not guarantee the auction firm a minimum income. In addition, a buyer's fee, processing fee, an admission fee, or any other charges or fees will not be allowed. The contractor may dispose of vehicles valued at \$2,500 or less by sale to licensed salvage dealers, scrap dealers, recyclers, and dismantlers. The contractor may dispose of vehicles valued at \$2,500 or more to the general public. All collected sale deposits that are relinquished by bidders will be transferred to NFC, along with reports of why the deposit was retained and identifying the sale number within five days from the date of the sale.

Advertising

4.18.2 Advertise the sale of vehicles in such a way and time to generate maximum competition. The Contractor may also post on government-designated websites.

Preparation

4.18.3 Print and distribute the Terms and Conditions of Sales with the other sales information and catalogs.

The "Terms and Conditions of Sale" will be prepared by CBP and provided to the contractor upon award of contract.

Any requests for refund packages must provide all necessary information to be approved by the CO and the COTR and paid by the National Finance Center (NFC).

Performance Standard:

The contractor's sale notices shall contain necessary identifying information to minimize the incidence of any refunds (i.e. export only, salvage title, etc).

4.19 Inspection and Viewing of Vehicles

4.19.1 Allow reasonable opportunity for public viewing to all prospective bidders to inspect vehicles designated for sale, prior to the scheduled sale. Security shall be the responsibility of the Contractor on both viewing and auction days. CBP personnel may be present at the time of public viewing by the prospective bidders.

4.20 Conduct of Sale

4.20.1 Contractor's point-of-contact information to include name and telephone number should be provided to the Government Field COTR, should the Government Field COTR withdraw disposition orders (CBP Form 7605) for selling vehicles prior to the sale.

Performance Standard:

The contractor must provide point-of-contact information within 15 days after award of contract.

4.21 Transfer of Items to Purchaser

4.21.1 Provide to the purchaser a Notice of Award and receipt for each purchase upon receipt of the total amount of the purchase price.

Performance Standard:

The contractor shall prepare the formal transfer of documents for all vehicles sold to the public and forward the documents to the Field COTR for approval.

The formal transfer documents are as follows:

- a. Vehicle titles will be transferred on a Standard Form (SF) 97 for all vehicles sold for domestic use. For those vehicles that cannot be sold domestically, the contractor shall stamp the SF 97 "Export Only" to preclude erroneous registration issued by state motor vehicle departments.
- b. For Export Only sold vehicles, the contractor shall ensure that the receiving party has a duly authorized CBP Form 7512, Transportation Entry and Manifests of Goods Subject to U.S. Customs and Border Protection Inspection and Permit.

4.22 Notification of Sold Vehicles

4.22.1 Send the original authenticated disposition order (CBP Form 7605), the official chain of custody document (CBP Form 6051), and official exportation documents (CBP Form 7512), when applicable, within (10) ten working days to the Field COTR, after the vehicle has been turned over **to the buyer**.

Performance Standard:

The contractor shall ensure that all forms are completed and signed in their entirety and forwarded to the Field COTR within ten (10) working days, after the vehicle has been turned over to the buyer.

4.23 Buyer Default

4.23.1 Notify the Field COTR immediately if vehicle is not picked up within the time period specified by the terms and conditions of the sale, or if certain conditions for release are not met, e.g. no CBP Form 7512 is submitted for "Export Only" vehicles. Bid deposit shall be forfeited in such cases.

Performance Standard:

The contractor shall prepare and complete a Buyer Default Report within 30 business days.

4.24 Risk Management

Risk management is the act or practice of identifying and minimizing risk.

It includes planning for risk, assessing risk areas, developing risk-handling options, monitoring risks to determine how risks have changed, and documenting the overall risk management program.

4.24.1 Develop and maintain a risk management program to protect seized and forfeited vehicles.

Risks to be managed include third party indemnifications; contraband detection and securing; vehicle damage; vehicle storage security; and personal safety and accident prevention. This list may not be all-inclusive. The contractor shall identify, track, monitor and mitigate risks during the course of the contract's period of performance.

Performance Standard:

The contractor shall submit to the CO and COTR a copy of the contractor's risk management program and shall provide to Field COTR on demand, certification that contractor employees have been familiarized with the program.

4.25 Appraisal (APV) and Fair Market Values (FMV)

The APV of seized and forfeited vehicles is the responsibility of CBP. The seizing officers will enter the APV for each line item on the CBP 6051S. The FMV is the responsibility of the contractor and is defined as the value of vehicle in a given market at which both buyers and sellers are willing to do business.

4.25.1 The contractor shall update the FMV of seized vehicles in SEACATS within 5 business days of receiving the CBP Form 6051, Custody Receipt for Seized Property. The contractor shall maintain documentation to support the basis for the assigned FMV.

Performance Standard:

The contractor shall provide the COTR with FMV report 5 business days after receiving the CBP Form 6051, Custody Receipt for Seized Property.

5. PERFORMANCE STANDARDS:

Selective performance standards are included in Section 4 following the performance requirements. These standards shall be adhered to and shall have a direct impact upon the application of incentives or disincentives resulting from the performance of said requirements.

6. INCENTIVES:

Incentives shall be applied based upon the results of the contractor's performance in meeting performance requirements and established performance standards and acceptable quality levels. The QASP shall be used to monitor contractor's performance and any incentives (positive or negative) shall be applied. Final incentives or disincentives shall be discussed and agreed upon during contract negotiations preceding award and the QASP shall be revised to reflect agreement.

7. DELIVERABLES AND DELIVERY SCHEDULE:

- 7.1 Project Management Plan (PMP) – Submit with proposal as outlined in the solicitation to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.2 Project Goals and Objectives Plan/PMP – Submit with proposal as outlined in the solicitation to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.3 Risk Management Plan/PMP – Submit with proposal as outlined in the solicitation to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.4 Transition In and Out Plan/PMP – Submit with proposal as outlined in the solicitation to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.5 Quality Assurance Plan – 30 days after award to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.6 Surveillance Checklist – Quarterly, due by end of each month to the COTR in MS Word, MS Excel, or Adobe Acrobat (PDF).
- 7.7 Standard Operating Procedures – 30 days following contract award to the COTR in MS Word or Adobe Acrobat (PDF).

- 7.8 Monthly Management Report – due by the 16th of each succeeding month to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.9 Monthly Cash Transfer Report – due by the 10th of each succeeding month to the NFC and COTR in MS Word, Excel or Adobe Acrobat (PDF).
- 7.10 Monthly Bank Statements – Statements for the first 9 months of the fiscal year shall be forwarded annually to NFC and the COTR by July 15th and for the remainder of the fiscal year shall be forwarded to NFC and the COTR by October 8th.
- 7.11 Report On Vehicles Held As Evidence – due by the 15th of each succeeding month to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.12 Contingency Plan to Cover Natural Disasters and/or Terrorist Activity – Draft 15 days following contract award to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.13 Prindle Seized Vehicle Facility (PSVF) Operations Report - Submit with proposal as outlined in the solicitation to the COTR in MS Word or Adobe Acrobat (PDF).
- 7.14 Daily Access To and Removal of Vehicles Log – due to the COTR and the Field COTR at close of business of that same day or upon request.
- 7.15 Daily Record of Individuals that Enter and Exit Storage Facility – due to the COTR and Field COTR at close of business of that same day or upon request.
- 7.16 Discover of Illegal Substance Report – due to the COTR and the Field COTR within 3 business days of the incident.
- 7.17 Notification of Loss or Theft Report – due by close of business the following business day to the COTR and Field COTR, by electronic means. Final report is due within 15 business days of the incident.
- 7.18 Vehicle Destruction and Disposal Report – due no later than thirty 30 business days after receipt of a signed disposition order from the Field COTR or the COTR.
- 7.19 Draft Instructions, Terms, and Conditions (ITC) Booklet for the Sale of Vehicles – due to COTR within 10 business days following contract award. Any changes to the ITC Booklet for the sale of vehicles in response to the COTR's review of the draft shall be made within 5 business days of receipt of comments.
- 7.20 Contractor Point of Contact Information – due to Field COTR and COTR within 15 days after contract award.
- 7.21 Buyer Default Report – due by close of business to COTR and Field COTR by electronic means. Final report is by close of business the following day.
- 7.22 Risk Management Plan to Protect Seized and Forfeited Vehicles -Submit with proposal as outlined in the solicitation to the COTR in MS Word or Adobe Acrobat (PDF).

8. GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION:

- 8.1 Government Furnished Property (GFP)

The contractor shall control and account for all GFP in order to protect the assets of CBP and to ensure accurate financial reporting. GFP provided to the contractor shall be controlled and accounted for in the CBP asset accounting system, SAP.

The contractor shall perform an annual inventory of GFP. A complete validated inventory shall be submitted to the CO and COTR annually. The annual inventory shall contain all information that is required by the Federal Acquisition Regulation (FAR) Subpart 45, Government Property. The contractor shall handle all GFP pursuant to the provisions of FAR Subpart 45 and the Personal Property Management Handbook, HB 5200-13B, November 2005.

The Government will provide the following Government Property by September 1, 2011.

Computer equipment, hardware/software
Bar coding system
Office furnishings
Forklifts
Seized/forfeited vehicles

The Government will provide the following government information.

SEACATS

8.2 Outgoing Transition for Government-Furnished Equipment and Information

When the contract ends or is terminated, the contractor shall transfer to CBP or the successor contractor, as specified by the COTR, all documentation, records, files, property, or other data provided by the government, as set forth in the PWS Transition Plan (Attachment 4). The Contractor shall fully cooperate with the successor contractor in facilitating an efficient transition.

8.3 Government Inventory / Seized/Forfeited Vehicles

The Chief Financial Officer's (CFO) Act of 1990 requires the preparation of annual audited financial statements. As part of this audit, CBP is mandated to conduct a 100% annual reconciliation inventory ("100 % Physical Inventory") of seized vehicles in the custody of the Contractor.

In conjunction with the Department of Homeland Security and Treasury Office of Inspector General, the Government will contract for the services of an Independent Public Accountant (IPA) to perform the audit of the Treasury Forfeiture Fund annual financial statements which will include tests of contractor records. The IPA firm may, as part of the annual financial statement audit, visit the contractor's site and/or the site of any subcontractor associated with the contract. The financial statement auditor may observe the inventory process at selected sites each year as part of the testing process.

The "100 % Physical Inventory" will be performed by the contractor, including the actual count of seized and forfeited assets under its custody and reconciliation with CBP's perpetual automated system (SEACATS).

The right of the financial statement auditor to enter the contractor, subcontractor, and vendor premises will be established by a letter from the CO, along with a notice of the annual reconciliation inventory of property.

The COTR will provide any written procedures to be followed during the annual "100% Physical Inventory.

9. PLACE OF PERFORMANCE:

The place of performance shall be at designated CBP field locations in Arizona, California, New Mexico, and Texas.

10. PERIOD OF PERFORMANCE:

The period of performance shall be a one (1) year base period and four (4) option periods. The base year shall commence upon the task order award. The start date for performance is estimated to be November 1, 2011 and will continue through October 31, 2016, subject to the renewal of the annual options.

The contractor will be available at all times to provide the services required under the PWS.

11. SECURITY:

There are no specific security classification level requirements associated with this procurement action. Information is deemed unclassified. All contractors supporting this PWS shall be U.S. Citizens, and free of criminal convictions. A full background investigation (BI) and approval is required.

The contractor shall comply with the CBP administrative, physical and technical security controls to ensure that the Government's security requirements are met. The contractor shall safeguard the Government's data security and the physical and data security of its operations and personnel. During the course of this agreement, the contractor shall not use, disclose, or reproduce data, which bears a restrictive legend, other than as required in the performance of this agreement.

All contractor employees shall be required to wear CBP identification badges at all times when working in Government facilities. The contractor shall provide employees with identification badges that must be worn in a conspicuous place on exterior clothing. The contractor and subcontractor/vendor personnel must have in his/her possession clear identification credentials at all times during performance of this contract effort.

11.1 SEACATS

CBP will provide access to SEACATS, the designated system of record, to individuals having successfully adjudicated background investigations. In order for CBP to determine the types of SEACATS connectivity, and the associated hardware and software required, the contractor shall propose the quantity of information technology equipment needed to support SEACATS at each location proposed. The contractor personnel must have a favorable adjudicated security background investigation in order to have access to CBP SEACATS or any other Government data systems.

11.2 Contractor Access

All contractor employees requiring access to CBP SEACATS must successfully pass a CBP personal background investigation prior to gaining access to the system. A minimum of 90 days is required to conduct CBP personal background investigations. Upon contract award the contractor will be provided with background investigation security packages. The contractor shall provide the COTR with completed security packages for each employee needing access to SEACATS within 10 calendar days after the award of the contract.

During the term of performance, the contractor shall provide information on new employees working on the resultant contract at least 90 days prior to the date such access is required.

The contractor shall also maintain a list showing effective dates of SEACATS access for all personnel and names of employees who will replace those whose access expires. All contractor personnel will participate in and pass all training requirements as designated by CBP.

12. QUALITY ASSURANCE SURVEILLANCE PLAN

See attachment – Quality Assurance Surveillance Plan (QASP)

13. SPECIAL CONSIDERATIONS:

13.1 Site Surveys

The contractor shall be responsible for conducting site surveys at the designated performance locations to collect information necessary to support this PWS. The contractor is required to coordinate with the COTR prior to and during the site surveys.

13.2 Changes to the PWS

No changes to the resulting PWS or cost increases shall be incurred without written prior approval of the Contracting Officer. Any changes or cost increases will not take effect until the Contracting Officer executes a written modification.

13.3 Government Auditing and Inspections

Offices within CBP, including the Office of Management Inspection and Integrity Assurance, Internal Inspections Division as well as the Office of the Inspector General (OIG) and Defense Contractor Audit Agency (DCAA) or firms authorized by the Treasury Forfeiture Fund reserve the right to review the Contractor's records of seized and forfeited vehicles. Their right to enter contractor or subcontractor's premises will be established by a letter from the CO along with the notice of audit and/or inspection as well as a CBP Form 7605 signed by the COTR or Field COTR.

13.4 Quarterly Oversight and Random Inspections

The COTR and the Field COTR are responsible for overseeing day-to-day activities of the contractor's operations. The COTRs/Field COTRs and/or government designees may use the Vehicle Consignment Contract Quality Assurance Surveillance Plan to perform quarterly oversight and random inspections. A contractor's representative may accompany CBP personnel on these oversight inspections.

13.5 Results of Oversight Inspection

The contractor shall cure deficiencies identified in the results of the oversight inspections within 30 days or as approved by the COTR or CO.

ATTACHMENT 1

Deliverable Data

Monthly Cash Transfer Report

Monthly Management Reports

For submission to the National Finance Center (NFC):

Report	Due Date
Summary Report of Sales to Date	10 th calendar day of each month
Schedule of Sales for Remainder	10 th calendar day of each month
Credit Card Reconciliation Report	30 calendar days after sale
Sales Closeout Package	45 calendar days after sale (Listing of items sold, buyers invoices, deposit slips for total sale)

Sales schedule: Due August 15th of each year.

Annual inventory of GFP

ATTACHMENT 2

ACRONYMS

APV	Appraisal Value
FMV	Fair Market Value
CBP	Customs and Border Protection
OBP	Office of Border Patrol
OFO	Office of Field Operations
CO	Contracting Officer
COTR	Contracting Officer Technical Representative
NFC	National Finance Center