AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P0004	08/28/2008	0020024233	

6. ISSUED BY CODE 7014

Department of Homeland Security
Customs & Border Protection
1300 Pennsylvania Ave NW
NP 1310
Washington DC 20229

7. ADMINISTERED BY *(If other than Item 6)* CODE

Dept of Homeland Security
Customs & Border Protection
Office of Procurement - NP 1310
1300 Pennsylvania Ave. NW
Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

ROD ROBERTSON ENTERPRISES INC

1802 NW MILITARY HWY STE 100
D/B/A ROBERTSON AUTO AUCTION
SAN ANTONIO TX 78213-2422

CODE 010553279 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1006D01275 /

10B. DATED *(SEE ITEM 13)* 07/02/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. By Mutal Agreement of Both Parties
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(Such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this modification is to a) exercise Option period II for the referenced contract; and b) to incorporate the revised statement of work, dated 04/01/08. This contract is hereby modified as follows:

1) In accordance with FAR 52.217-9, Option period II (August 28, 2008 - August 27, 2009) is hereby exercised.

2) The revised Statement of Work is hereby incorporated.

All other terms and conditions remain unchanged and in full effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTOR *(Type or print)*	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	16C. DATE SIGNED
[redacted]	9-7-08	Janice L. Hill [redacted]	9/11/08

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

(REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Statement of Work

C.1 Introduction

The purpose of this Statement of Work (SOW) is to acquire vehicle consignment and disposal services for U.S. Customs and Border Protection (CBP). Such services shall be supplied for seized and forfeited vehicles valued at $10,000 and less as directed by the Government, along the Southwest border of the United States (Texas, Arizona, New Mexico, and California). The services include pick-up of vehicles from designated seizure locations within State boundaries and disposal as directed by CBP.

C.2 Background

CBP is the unified border agency within the Department of Homeland Security (DHS), which was created on March 1, 2003. CBP combined the inspectional workforces and broad border authorities of U.S. Customs Service, U.S. Immigration and Naturalization Service, Animal and Plant Health Inspection Services and the U.S. Border Patrol.

Each year CBP seizes approximately 35,000 vehicles in the southwest region of the United States. Valued at $10, 000 and less and have very limited space to hold vehicles. Therefore, one of the critical requirements of this Contract is to facilitate the immediate pick-up and disposal services associated with seized and forfeited vehicles.

C.3 Period of Performance

It is anticipated that the performance period shall be a base year with four (4) one year options.

C.4 Place of Performance

The Contractor shall provide the services required for vehicles seized by CBP in the state of California, Arizona, Texas, and New Mexico. It is expected that the contractor shall perform in an efficient and effective manner, ensuring that all requirements are performed as outlined in this SOW.

C.5 Operational Procedures

The Contractor shall only receive instruction from the CBP Contracting Officer (CO), Contracting Officer's Technical Representative (COTR), deputy COTRs, field COTRs, and any individuals specifically designated in writing by the COTR or CO. The CBP COTR will provide an updated Field COTR listing on a weekly basis or as required.

C.6 Hours of Operation

The Contractor shall be available at all times to provide the services required under the contract.

C.7 Personnel Identification

The Contractor shall ensure that all contractor employees in support of this contract are issued a photo identification card. This identification must be made available to CBP upon request.

C.8 Correspondence

The Contractor shall respond in writing to all written communications received from the public regarding the contract. If the addressee is not satisfied with the resolution by the Contractor, the Contractor shall provide the addressee with the CO's name and address. Copies of all written communications with any CBP organization shall be kept on file to permit easy retrieval when requested by CBP.

C. 9 Contract Staffing

When employees are hired or terminated by the contractor CBP Field COTR shall be notified in writing of the change within one working day from the date of hire and/or termination.

C.10 Seized Vehicle Management

CBP shall make the determination regarding management actions for seized and forfeited vehicles in the Contractor's custody as outlined in this SOW.

C.10.1 Pre-Seizure/Seizure Services

The Contractor may be asked by the CBP Field COTR to provide pre-seizure services for all vehicles. Such services may include: (1) Towing to a different site; (2) Dropping and replacing gas tanks in vehicles; (3) Providing services to facilitate inspection to identify illegally built compartments; (4) Breakdown of tires; (5) Movement of conveyances to CBP x-ray facilities for the purpose of detecting controlled substances (drugs and narcotics); (6) transfer of vehicles to and from locations for inspection services; and (7) the removal of unauthorized hidden compartments. During the performance of these services the contractor shall be accompanied at all times by a representative from CBP. All invoices will be submitted based on pre-seizure/seizure services identified in this section (1-7) above.

The CBP operates 24 hours a day, however, designated COTR's/Field COTR"S are not available 24 hours, therefore certain tasking are delegated to personnel who will perform specific duties during after duty hours and holidays through the SOW. Therefore, after-duty hours and federal holidays pre-seizure tasking services for vehicles may be delegated to the position of CBP Officers/Agents. The delegated CBP Officers/Agents shall telephone the Contractor to request pre-seizure services for vehicles. No other authority is implied and this delegation authority is strictly for pre-seizure services for vehicles during non-duty hours.

C. 10. 2 Consignment

CBP will consign seized and forfeited vehicles to the Contractor. At the point where the Contractor takes custody of the seized vehicle (s), the legal responsibility for proper safekeeping and movement of the vehicle (s) transfers to the Contractor. The Contractor assumes sole responsibility for all vehicles from the time of pick-up until disposal.

The Contractor shall take custody of all vehicles seized at ports, sectors, and stations at the time, date, and location designated by CBP. The CBP Field COTR shall contact the Contractor or its designated agent to request the pick-up of vehicles, furnishing all information needed (i.e., vehicle description, make, model, color, license plate number, current location). The Contractor shall take custody of the vehicles within 24 hours from the time and date notified by the CBP Field COTR, representative, or seizing officer.

During regular working hours, non-duty working hours and holidays Supervisory Border Patrol agents and/or their designee shall telephone or send a facsimile to the Contractor or the designated agent to request pick-up of vehicles or pre-seizure activities, furnishing all information needed to effect consignment. The Contractor shall pick up all seized vehicles with or without SEACATS/Case numbers.

The Contractor shall coordinate with CBP Field COTR in order to obtain the SEACATS seizure number if it is not provided within 36 hours after pick-up of the seizure. The Contractor will be provided with a description of the vehicle(s) and its information of its location before transporting the vehicle to the Contractor storage facility.

When effecting consignment to the Contractor, the Contractor may be tasked to make routine pick-ups at high-volume Ports of Entry (POE) and BP Station(s) without being called for individual vehicle pick-up. These location are, but not limited to; (1) San Diego, CA; El Centro, CA; Deming, NM; Tucson, Nogales, AZ; and El Paso, McAllen, Laredo TX.

When effecting consignment for pick-ups at checkpoints, roadside and/or remote sites, the contractor shall arrive at the point of seizure within 1.5 hours after confirmed notification.

During non-duty hours (after-duty hours and holidays) 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 a CBP law enforcement official (s). The delegated CBP official shall then telephone 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.

C. 10. 3 Receipt and Transfer

When affecting custody transfer, CBP will complete the following documents:

a. CBP Form 6051, Custody Receipt for Seized Property.

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).

c. Vehicle Inspection Worksheet (VIW), used to document accomplished mandatory screening requirements of seized vehicles.

CBP will provide these documents, when transferring seized and forfeited vehicles to the Contractor.

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

Upon receipt of the seized vehicle, the contractor shall inspect and inventory the seized vehicle and report discrepancies immediately to the CBP Field COTR.

The Contractor shall not add anything or write on the chain of custody document CBP Form 6051 except to: (1) add signature and quantity on the signature line; or (2) to identify discrepancies.

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.

A properly completed and executed VIW Form is required for all vehicles transferred to the custody of the Contractor. The Contractor will provide the complete and executed VIW for all vehicles to the CBP Field COTR. For those vehicles requiring a final canine re-screening, the Contractor will hold the VIW Form until CBP completes and documents the final re-screening on the VIW Form before forwarding to the CBP Field COTR.

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

C.10. 4 Transportation

The Contractor shall as directed by the CBP Field COTR, or other designated CBP representatives arrange for safe, secure, and cost-effective transportation for all seized and forfeited vehicles from point of acceptance to the contractor's storage facility. The use of seized vehicles for personal use is strictly prohibited. The contractor shall not drive seized/forfeited vehicles except to move within the storage facility. The contractor shall pick-up all roadside vehicles and shall perform all station tows as agreed upon between the contractor and CBP.

C. 10. 5 Storage Guidelines

Vehicles shall be parked at the storage facility in an orderly manner so that they can be readily located and easily accessed. The Contractor shall ensure that vehicles are stored to preclude any deterioration of the vehicle (s), so that the overall condition of the vehicle is maintained as it was at the time of acceptance.

The Contractor shall implement security measures to prevent unauthorized entrance, vandalism, pilferage, larceny, sabotage, fire and other risk handling measures. The Contractor will provide CBP with a listing of all consignment locations and security measures established at each location. Pictures of these facilities will be provided to the COTR along with the security measures on an as required basis. The Contractor will also develop and provide the COTR a contingency plan to cover natural disasters and/or terrorist activity.

The CBP Field COTR shall approve any movement of vehicle from its current physical location. The Contractor shall provide CBP Form 6051, which shows the new location of the property and/or related forms to the CBP 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.

C.10.6 Seized Vehicle Facilities (Government and Contractor)

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 consist of 3,820 square feet useable office space and 31 acres of land where approximately 5,500 vehicles may be stored. Offerors shall propose in detail how they will operate and maintain the PSVF. The PSVF is a government facility and the facility's day-to-day operations and security are the responsibility of the on-site CBP Seized Property Specialist. Vehicles seized in Imperial County, and east to include (Andrade) may be stored in a cost effective storage facility in the Calexico area.

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.

C. 10. 7 Vehicle Identification and Physical Accountability

All vehicles shall be marked with the assigned CBP SEACATS case number and three (3) digit line item number.

The Contractor shall place a label containing required information on vehicles in a conspicuous location,

such as on the window to prevent deterioration by the elements.
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. The Contractor shall establish and maintain a file for seized and forfeited vehicles in its custody by seizure number. The file shall include the vehicle inspection reports, and records related to the receipt, transfer, condition, storage, and disposal of the vehicle. The Contractor shall provide copies of documents to authorized CBP officials upon request.

C. 10. 8 Access to Vehicles

The Contractor shall control access to all seized and forfeited vehicles stored under this contract, to include Contractor and authorized employees; government Contracting Officer (CO) and designee; COTRs/DCOTR; Field COTRs and other pre-designated CBP personnel, and those individuals who present a disposition order CBP Form 7605 signed by an approved CBP official. The Contractor shall maintain a log to record the date and time of individuals that enter and exit the storage facility. Persons will be required to show identification and disposition order. Logs shall be available for review.

C.10.9 Vehicle Maintenance

The Contractor shall maintain and preserve vehicles as needed to ensure that such vehicle retain their overall condition from the time of acceptance until disposition, and shall clean, remove all trash, and secure vehicles at the time of storage. No maintenance or repairs will be performed without approval from the CBP Field COTR. Should any items of significant value be found by the contractor when removing trash from a vehicle, the item should be immediately secured and notification given to the Field COTR responsible for the property.

C. 10.10 Discovery of Illegal Substance

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. If any such 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 CBP 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 CBP Field COTR.

C. 11 Vehicle Disposition Procedures

The Field COTR via the disposition order CBP Form 7605, for seized and forfeited vehicles may be: (1) Remit; (2) Retention by agency for official use; (3) Transfer to another Federal, state, or local agency; (4) Donated; (5) Sell; and (6) Dismantling and destruction.

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

The Primary method of disposal of vehicles valued at $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 valued at $2500 or less is to sell the vehicles to licensed 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 be revoked or under other disciplinary business actions by the state regulatory agency or board.

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 maintain records of all dispositions. The Contractor shall return the original executed disposition order, the original CBP 6051, and other applicable documents to the CBP Field COTR within five days after disposition services have been completed.

C.11.1 Vehicle Dismantling/Destruction

The Contractor shall dispose of scrap/salvage-seized vehicles according to all Federal, State and local laws, codes, ordinances, regulations, and current industry practices regarding vehicle dismantling. The Contractor shall prepare and submit to the appropriate official's all applicable paperwork as required by the individual States. The Contractor shall ensure compliance with the environmental quality standards regulations of the federal government as well as applicable state and local regulations in each community where seized and forfeited vehicles are maintained and destroyed. This includes, but is not limited to compliance with the laws, codes, regulations, and ordinances issued by the following: the Environmental Protection Agency (EPA); the State and local Environmental Agencies; and the Occupational Safety and Health Administration (OSHA). The Contractor shall ensure that all Contractor employees have been trained on (or are familiar with) all local, federal and state permits, required codes, orders, laws, ordinances and regulation applicable for the destruction and disposal of vehicles. CBP may request proof of training during oversight inspections. The Contractor must possess 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.

The Contractor shall complete the destruction and salvage process of seized and forfeited vehicles as soon as possible, but not later than sixty (60) calendar days after receipt of a signed disposition order from the CBP Field COTR or the CBP COTR.

The Contractor shall pull, crush, shred, and certify the destruction of the vehicle. Contractor responsibilities for vehicle destruction include:

> Verify the destruction and disposal of the vehicle by: (1) witnessing the destruction; and (2) Documenting the destruction; (notification should also be given to the CBP Office requesting the destruction for viewing by government personnel).

Contractor responsibilities for salvage/scrapping of vehicle include:

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

b. For states that accept the Bill of Sale the contractor will ensure that the Bill of Sale is issued for any vehicle valued at $2,500 or less that is sold to licensed salvage dealers, scrap dealers, recyclers, and dismantlers. The Bill of Sale will be stamped with "Scrap/Parts Only" and "No Retitle". The contractor will ensure the Bill of Sale has Customs and Border Protection printed on the Bill of Sale including the local field offices address.

c. 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 for any vehicle valued at $2,500 or less that is sold to licensed salvage dealers, scrap dealers, recyclers, and dismantlers are stamped with "Scrap/Parts Only" and "No Retilte". All four copies of the Standard

97 must be stamped.

d. The Terms and Conditions of Sale shall contain the following terms: All vehicles sold for scrap/parts shall have any unauthorized and identified hidden compartment removed and destroyed. Unauthorized hidden compartments shall not be sold.

Licensed salvage dealers, scrap dealers, recyclers, and dismantlers have a responsibility to immediately notify CBP Field COTR if any illegal controlled substances and/or contraband are discovered in seized and forfeited vehicle (s) purchased from CBP. The Contractor shall secure the vehicle (s) and immediately contact CBP Field COTR. If the licensed salvage dealers, scarp dealers, recyclers, and dismantlers locate a hidden compartment, whether or not it contains controlled substances and/or contraband, they shall secure the vehicle (s) and immediately contact the CBP Field COTR.

C.11.2 Remitted to Owner/Violator

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

The Contractor shall:

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

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

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

d. Obtain total payment for all Contractor costs prior to release.

e. Obtain signature of individual receiving the vehicle on the release documents, CBP Form 6051.

f. May be asked by the CBP Field COTR to obtain a signed and notarized Hold Harmless Release Agreement from the person receiving the property as stated on the Disposition Order.

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

C.11.3 Retention by CBP

The Contractor shall 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. These documents shall be returned to the CBP Field COTR within five days.

C.11.4 Transfer to Other Federal, State or Local Agencies

The Contractor shall release seized vehicles to other Federal, State, or local agencies designated in writing by CBP.

The Contractor shall collect from the recipient agency all associated costs, including holding costs (direct costs of transportation, storage, security, maintenance, and other miscellaneous charges attributable to the particular vehicle seizure).

C.11. 5 Donations

The Contractor shall donate vehicles designated by the Field COTR as detailed in the Disposition Order, CBP Form 7605.

C.11.6 Sales and Marketing

The Contractor shall be provided with a disposition order (CBP Form 7605), signed by the Field COTR, for vehicles designated for sale. The Contractor shall arrange and conduct the sale of vehicles upon receipt of instructions from the Field COTR. The sale of vehicles will 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"), and with the CBP Instructions, Terms, and Conditions (ITC) booklet for the Sale of Vehicles developed after award of the contract. The Contractor shall use SEACATS to accommodate the recording, accounting, and reporting of the applicable requirements and elements of information listed in the Parts identified above.

C.11.6.1 Planning and Scheduling

The contractor will plan and schedule sales during October of each calendar year for the upcoming 12 months and provide a copy to the CBP COTR. **All vehicles with a disposition for sale** will be sold within **60 days** unless the contractor has prior written approval from the CBP COTR. The contractor shall notify the CBP Field COTR and CBP COTR of any changes to the sale schedule.

C.11.6.2 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 licensed salvage dealers, scrap dealers, recyclers, and dismantlers. The contractor may dispose of vehicles valued at $2,500 or more to the general public.

C.11.6.3 Advertising

The Contractor shall publicly advertise the sale of vehicle in order to generate maximum competition. The Contractor may also post on government-designated websites.

C.11.6.4 Preparation

The "Terms and Conditions of Sale" will be prepared by CBP and provided to the Contractor upon award, but the Contractor is expected to print and distribute the Terms and Conditions of Sales with the other sales information and catalogs. The Contractor's sale notices shall contain necessary identifying information to minimize the incidence of any refunds.
Any requests for refund packages will provide all necessary information to be approved by the CO, COTR and paid by the National Finance Center (NFC).

C.11.6.5 Inspection and Viewing of Vehicles

The Contractor shall allow the 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.

C.11.6.6 Conduct of Sale

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

C.11.6.7 Transfer of Items to Purchaser

Upon receipt of the total amount of the purchase price, the Contractor shall provide to the purchaser a Notice of Award and receipt for each purchase. The Contractor shall prepare the formal transfer 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.

C.11.6.8 Notification of Sold Vehicles

The Contractor shall 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 CBP Field COTR, after the vehicle has been turned over to the buyer.

C.11.6.9 Buyer Default

The Contractor shall notify the Field COTR 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.

C.12 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. The Contractor shall develop and maintain a risk management program to protect seized and forfeited vehicles. The Contractor shall submit to the CO or COTR a copy of the Contractor's risk management program and shall provide to CBP Field COTR on demand, certification that Contractor employees have been familiarized with the program.

The contractor shall by close of business the following business day, notify the CBP 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 CBP COTR and the Field COTR within thirty (30) 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.

C.13 Contractor Responsibilities Related to the SEACATS

The government will provide access to SEACATS, the designated system of record. In order for government 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.

C.13.1 Access to CBP Automated Systems

All Contractor employees requiring access to CBP SEACATS must successfully pass a CBP personal background investigation prior to gaining access to the systems. 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 within10 calendar days after the award of the contract.

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

The Contractor shall also provide a listing of employees whose access to SEACATS will terminate and on what date the termination will occur and the names of the replacement employees.

SEACATS is not web based, access is controlled by user name and password. Users must pass a background investigation.

C.13.2 Contractor Responsibilities

The Contractor shall perform the following functions related to SEACATS:

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

The help desk will provide a work order ticket number. 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 to the CO and COTR. The impact statement shall identify how the problem will affect users, and provide any alternative solutions proposed to meet contract requirements.

C.13.3 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. The Contractor shall enter all information within two working days from the date that the action was completed, except the sale of vehicles. Data entry for sold vehicles shall be entered within 5 working days from date of the release of the vehicle. Sale deposits should be entered into SEACATS within10 working days of the last collection of revenue from the sale.

C.14 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 6051.The FMV is defined as the value of vehicle in a given market at which both buyers and sellers are willing to do business.

The Contractor shall determine the FMV of conveyances by using the most recent editions of wholesale value publications such as: the NADA Official Used Car Guide;. The Contractor shall update the FMV of seized vehicles in SEACATS within 5 working days of receiving the CBP Form 6051, Custody Receipt for Seized Property and update SEACATS within the same 5 working days. Once CBP issues the disposition order, Form 7605, and the contractor subsequently completes the pre-sale FMV, and the FMV

falls below $2,500 the contractor shall contact the CBP Field COTR and request further disposition instructions The Contractor shall maintain documentation to support the basis for the assigned FMV.

C.15 Accounting and Finance

C.15.1. Financing and Accounting System

The Contractor's 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.

The Contractor shall adhere to the standards, criteria, and regulatory requirements for accounting and financing, mandated by CBP. The Contractor shall only receive funds and other types of payment from the authorized sources identified in this contract.

C.15.2 Accounting Requirements

The Contractor's system for meeting accounting and various other requirements of this contract shall be approved by the COTR and CO prior to use on the contract. 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 item. Additionally, the system must provide all the information necessary for CBP to meet their financial reporting requirements.

C.15.3 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, or Government approved credit or charge card. 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.

Subscriptions for auction sales information payments are to be in the form of any check or money order including personal checks. 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. The Contractor shall forward all proceeds of sales to the National Finance Center according to the procedures set forth in C.14.7.

C.15.4 Terms of Payment

The terms, conditions, and methods of accepting payment from sources, to which the Contractor shall adhere, are as follows:

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.

C.15.5 Documenting Sales.

The Contractor shall follow the requirements in the Schedule for Delivery of Sales Reports for seized

property and as outlined below:

SEIZED PROPERTY SALES REPORTS

For submission to the National Finance Center (NFC):

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

C.15.6 Relinquished Sale Deposits

The Government retains the deposit when the successful bidder advises in writing that the remaining balance due will not be paid within the time limit specified in the sale terms and conditions, or when the time limit expires without payment.

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.

C.15.7 Transfer of Funds to the U.S. Treasury Department

C.15.7.1 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. A SF215B (deposit slip) 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 Deposit Tickets (SF 215B)
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.

The Contracting Officer shall be notified on any unusual and special circumstances that would affect compliance with these procedures.

C.15.7.2 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. All wire transfers are to be made in accordance with procedures established by Treasury Financial Manual (TFM) for Guidance of Departments and Agencies, Volume1, 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.

C.15.7.3 Monthly Cash Transfer Report

The Contractor shall deliver to the NFC, by the close of business on the tenth day of the following month, 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.

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

C.16 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 conformance with Federal Acquisition Regulation (FAR) and Cost Accounting requirements.

The Contractor shall at all times make available all property management financial and accounting records pertaining to this contract for audit as directed by the CO. The Contractor shall cooperate fully with any audit or inquiry into its operational, financial and accounting practices, policies, procedures, and records.

C.16. 1 Government Auditing and Inspections

Offices within CBP, including the Office of Management Inspection and Integrity Assurance, Internal Inspections Division as well 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 subcontractor's premises will be established by a letter from the CO along with the notice of audit and/or inspection

C.16.2 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 CBP COTRs/Field COTRs and/or Government designees may use the Vehicle

Consignment Contract Quality Assurance Surveillance Plan (with oversight worksheets included) to perform quarterly oversight and random inspections. A Contractor's representative may accompany CBP personnel on these oversight inspections.

C.16.3 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.

C.17 Government Inventory

C.17.1 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 both 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 Contractor will provide written procedures to be followed during the annual "100% Physical Inventory."

C.17.2 Government Furnished Property

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 Register (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.

C.18 Transition Plan

When the contract ends or is terminated, the Contractor shall transfer to CBP or the successor contractor all documentation, records, files, property, or other property provided by the government. The transition plan shall be prepared based on a tasking request from the COTR.

C.19 Deliverable Data

The Contractor shall provide all required deliverables as required by the SOW.

C.20 Monthly Management Reports

The Contractor shall submit to the COTR by the sixteenth of each calendar month an information management report of events from the previous month that will or are likely to impact the operation of the contract. 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 SOW requirements.

C.21 Contractor Refund Requests

Refund requests by purchasers resulting from sales disputes will be approved by the government only in very unusual circumstances since vehicles are sold "as is" without any warranties whatsoever. However in those instances when a buyer of a public auctioned vehicle is unable to title the vehicle due to a title dispute with the original motor vehicle department and the dispute is received within 48 hours of sale RRE may refund the sales price and RRE shall show such refunds on the total sales report forwarded to NFC. The Contractor shall review and summarize the facts and make a recommendation to the COTR with respect to whether a refund is justified by the facts.

Contractor refund request packages must include the following when presented to the COTR:

a. A summary of the refund request investigation to include seizure number, vehicle description, vehicle location, purchaser name, bidder number, sale number, sale date, lot number, purchase price, payment form, refund recommendation amount, description of complaint, results of investigation, and refund recommendation.
b. Copies of applicable supporting documentation, e.g., sales catalog, bidder registration, buyer invoice, purchaser refund request, police report, buyer's form/proof of payment, etc.
c. Statement of explanation if the refund involves expenses (not a refund of a purchase).
d. Copy of the deposit transmittal and/or wire transfer log.

The COTR will notify the Contractor of the approval/disapproval of the refund request. The Contractor will notify the buyer via a letter of the approval/disapproval. If approved, the buyer will be advised to expect payment in 4 to 6 weeks. The Contractor will also forward a copy of the approval letter to the CBP National Finance Center Forfeiture Fund Team.