

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 09/15/2006	2. CONTRACT NO. (if any) HSBP1006D01275	6. SHIP TO:			
3. ORDER NO. HSBP1006J12677		4. REQUISITION/REFERENCE NO. 0020022546			
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Customs & Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229		a. NAME OF CONSIGNEE See Attached Delivery Schedule			
		b. STREET ADDRESS			
		c. CITY		d. STATE	e. ZIP CODE
		f. SHIP VIA			
7. TO:		8. TYPE OF ORDER			
a. NAME OF CONTRACTOR ROD ROBERTSON ENTERPRISES INC		<input checked="" 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.			
b. COMPANY NAME		<input 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.			
c. STREET ADDRESS 1802 NW MILITARY HWY STE 100 D/B/A ROBERTSON AUTO AUCTION		10. REQUISITIONING OFFICE (b) (6)			
d. CITY SAN ANTONIO		e. STATE TX		f. ZIP CODE 78213-2422	
9. ACCOUNTING AND APPROPRIATION DATA CONTRACTOR TIN: (b) (3), (b) (4)		11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
12. F.O.B. POINT Destination		<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		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 11/14/2007	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acpt (g)
00010	Consignment Contract - CA AZ TX NM	1.00	AU	\$1,000,000.00	\$1,000,000.00	

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

22. UNITED STATES OF AMERICA BY (Signature) (b) (6)	23. NAME (Typed) Cherita Thomas TITLE: CONTRACTING/ORDERING OFFICER
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8/29/07

DATE OF ORDER 09/15/2006	CONTRACT NO. (if any) HSBP1006D01275	ORDER NO. HSBP1006J12677	PAGE OF PAGES 2
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Federal Tax Exempt ID: 72-0408780

NOTES:

The Contractor shall provide vehicle consignment services in accordance with the attached statement of work (SOW) for the period of September 15, 2006 - November 14, 2006.

TASK ORDER
HSBP0612677
VEHICLE CONSIGNMENT & DISPOSAL SERVICES

I. Introduction & Background

A. 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.

B. 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 has 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.

II. SCOPE

The scope of this effort is to provide vehicle consignment, disposition, risk management and Seacats in accordance with the statement of work.

III. TASK REQUIREMENT

1) Pre-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) Lien determinations; (3) Dropping and replacing gas tanks in vehicles; (4) Providing services to facilitate inspection to identify illegally built compartments; (5) Breakdown of tires; (6) Movement of conveyances to CBP x-ray facilities for the purpose of detecting controlled substances (drugs and narcotics); and (7) transfer of vehicles to and from locations for inspection services. During the performance of these services the contractor shall be accompanied at all times by a representative from CBP.

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.

3) 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.

4) Vehicle Identification and Physical Accountability

All vehicles shall be marked with the assigned CBP SEACATS vehicle 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.

5) 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.

6) Vehicle Dismantling/Destruction

The Contractor shall salvage and scrap 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 twenty (20) calendar days after receipt and pick up of the vehicle. After VIN parts are removed and destroyed, the contractor may sell the remaining vehicle parts to licensed salvage dealers, scrap dealers, recycles, dismantlers, and general public.

7) Remitted to Owner/Violator

The Contractor shall remit vehicles to the party designated by the Field COTR on a Disposition Order. 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

8) 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.

9) Risk Management

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. The report shall contain the seizure number; a narrative of the incident; and the value of the loss

10) Contractor Responsibilities Related to the SEACATS

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.

IV. DELIVERABLES

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.

V. PERIOD OF PERFORMANCE

The period of performance for this effort is September 15, 2006 through November 14, 2006.

VI. PLACE OF PERFORMANCE

The Contractor shall provide services required for the vehicles seized by CBP in the states of California, New Mexico, Arizona and Texas.

ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1006J12677

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	Consignment Contract - CA, AZ, TX, NM			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$1,000,000.0000	\$1,000,000.0000
Total Funded Contract Value:				<u>\$1,000,000.00</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0901600400Z00006400HQ01 100602525 **Amount** \$1,000,000.000

DELIVERY SCHEDULE
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Deliver To: Customs and Border Protection
6650 Telecom Drive
Indianapolis IN 46278

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	09/15/2006		

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0901600400Z00006400HQ01 100602525 **Amount** \$1,000,000.000

DELIVERY SCHEDULE