

Contract – Release Copy –
Solicit. No. BPD-FIG-10-CI-0009

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: FIG-85400-10-0062
 PAGE OF: 1 23
 2. CONTRACT NO.: TPD-FIG-10-C-0006
 3. AWARD EFFECTIVE DATE: 08/03/2010
 4. ORDER NUMBER:
 5. SOLICITATION NUMBER: BPD-FIG-10-CI-0009
 6. SOLICITATION ISSUE DATE: 06/18/2010

7. FOR SOLICITATION INFORMATION CALL: MICHELLE CLEGG
 8. TELEPHONE NUMBER: (No collect calls)
 9. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: Bureau of the Public Debt, Division of Procurement, Avery 5F, 200 Third Street, Attn: M. Clegg, Parkersburg WV 26101
 CODE: BPD-MCLEGG
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR
 SET ASIDE: 100.00% FOR:
 SMALL BUSINESS
 EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SOLE SOURCE
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 (M)
 NAICS: 334119
 SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 12. DISCOUNT TERMS: N/30 PROMPT PAY
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING:
 14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: DHS-OIG (b)(2) WASHINGTON DC 20528
 CODE:
 16. ADMINISTERED BY: Bureau of the Public Debt, Division of Procurement, Avery 5F, 200 Third Street, Attn: R. Randolph, Parkersburg WV 26101
 CODE: BPD-RRANDOLPH

17a. CONTRACTOR/OFFEROR: JET CONSULTING INC, 503 22ND STREET, SAINT AUGUSTINE FL 32084-1798
 CODE: 154419464 FACILITY CODE:
 17b. PAYMENT WILL BE MADE BY: ARC/ASD/DHS-IG, ARC/ASD/DHS-IG, AVERY 3F, PO BOX 1328, DHS-IG@BPD.TREAS.GOV, PARKERSBURG WV 26106-1328
 CODE: ARC/ASD/DHS-IG


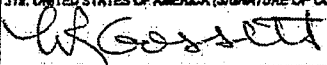
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	dba VERSION 2 NETWORK THE BUREAU OF THE PUBLIC DEBT IS AWARDING THIS FIXED-PRICE CONTRACT TO OBTAIN A BARCODE PROPERTY/INVENTORY MANAGEMENT SYSTEM ON BEHALF OF THE DEPARTMENT OF HOMELAND SECURITY, OFFICE OF GENERAL INSPECTION FOR A BASE PERIOD AND FOUR OPTION PERIODS IN ACCORDANCE WITH THE FOLLOWING PAGES. Accounting Info: Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$105,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): 

30b. NAME AND TITLE OF SIGNER (Type or print): DANNY JUTEN, CTO
 30c. DATE SIGNED: 8/5/2010
 31b. NAME OF CONTRACTING OFFICER (Type or print): LISA R. GOSSETT
 31c. DATE SIGNED: 8-5-2010

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>FIG0200SE10XX-2010-610001-FIG8540000-3152-00000000 -XXX-XX-XXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 08/03/2010 to 08/02/2015</p> <p>BASE PERIOD BAR CODE PROPERTY/INVENTORY MANAGEMENT SYSTEM INCLUDING: SOFTWARE LICENSE, INSTALLATION AND INTEGRATION, TESTING, TRAINING, SUPPORT AND MAINTENANCE</p> <p>Licenses are a product. \$40,000 due and invoiced upon receipt of licenses and COTR approval. Payment is Net 30 days receipt of invoice.</p> <p>Remaining license fee, installation/customization, integration, testing, training and support & maintenance (\$35,000) is due upon completion. Payment is Net 30 days. Obligated Amount: \$75,000.00</p> <p>Period of Performance: 08/03/2010 to 08/02/2011</p> <p>Hardware will be invoiced and paid upon receipt and is due Net 30.</p>				75,000.00
0002	<p>BASE PERIOD BARCODE SCANNERS QTY. 50 @ \$500.00 EACH Continued ...</p>				25,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMMDD)

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

JET CONSULTING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$25,000.00				
	Period of Performance: 08/03/2010 to 08/02/2011				
0003	BASE PERIOD BARCODE LABEL PRINTERS QTY. 10 @ \$500.00 EACH Obligated Amount: \$5,000.00				5,000.00
	Period of Performance: 08/03/2010 to 08/02/2011				
0004	BASE PERIOD OPTIONAL LINE ITEM TO PURCHASE BARCODE LABEL PRINTERS @ \$500.00 EACH (NOT TO EXCEED 15 ADDITIONAL PRINTERS) Amount: \$7,500.00 (Option Line Item) Period of Performance: 08/03/2010 to 08/02/2011				0.00
	Period of Performance: 08/03/2010 to 08/02/2011				
0005	OPTION PERIOD I OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL BARCODE SCANNERS @ \$500.00 EACH (NOT TO EXCEED 5 ADDITIONAL BARCODE SCANNERS Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2011 to 08/02/2012				0.00
	Period of Performance: 08/03/2011 to 08/02/2012				
0006	OPTION PERIOD I OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL LABEL PRINTERS @ \$500.00 EACH (NOT TO EXCEED 5 ADDITIONAL LABEL PRINTERS) Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2011 to 08/02/2012				0.00
	Period of Performance: 08/03/2011 to 08/02/2012				
0007	OPTION PERIOD I ANNUAL HARDWARE/SOFTWARE MAINTENANCE AND HELP DESK TECHNICAL SUPPORT Maintenance as a product is due at the beginning of the fiscal year, and invoiced for the entire 12-month period. Net 30 days. Amount: \$14,400.00 (Option Line Item) Period of Performance: 08/03/2011 to 08/02/2012				0.00
	Period of Performance: 08/03/2011 to 08/02/2012				
0008	OPTION PERIOD II Continued				0.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
 JET CONSULTING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL BARCODE SCANNERS @ \$500.00 EACH (NOT TO EXCEED 5 ADDITIONAL BARCODE SCANNERS) Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2012 to 08/02/2013				0.00
0010	OPTION PERIOD II OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL LABEL PRINTERS @ \$500.00 EACH (NOT TO EXCEED 5 ADDITIONAL LABEL PRINTERS) Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2012 to 08/02/2013				0.00
0011	OPTION PERIOD III ANNUAL HARDWARE/SOFTWARE MAINTENANCE AND HELP DESK TECHNICAL SUPPORT Amount: \$14,400.00 (Option Line Item) Period of Performance: 08/03/2012 to 08/02/2013				0.00
0012	OPTION PERIOD III OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL BARCODE SCANNERS @ \$500.00 EACH (NOT TO EXCEED 5 ADDITIONAL BARCODE SCANNERS) Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2013 to 08/02/2014				0.00
0013	OPTION PERIOD III ANNUAL HARDWARE/SOFTWARE MAINTENANCE AND HELP DESK TECHNICAL SUPPORT Amount: \$14,400.00 (Option Line Item) Period of Performance: 08/03/2013 to 08/02/2014				0.00
0014	OPTION PERIOD IV OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL BARCODE SCANNERS @ \$500.00 EACH				0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 JET CONSULTING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0015	<p>(NOT TO EXCEED 5 ADDITIONAL BARCODE SCANNERS) Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2014 to 08/02/2015</p> <p>OPTION PERIOD IV OPTIONAL LINE ITEM TO PURCHASE ADDITIONAL LABEL PRINTERS @ \$500.00 EACH</p>				0.00
0016	<p>(NOT TO EXCEED 5 ADDITIONAL LABEL PRINTERS) Amount: \$2,500.00 (Option Line Item) Period of Performance: 08/03/2014 to 08/02/2015</p> <p>OPTION PERIOD IV ANNUAL HARDWARE/SOFTWARE MAINTENANCE AND HELP DESK TECHNICAL SUPPORT Amount: \$14,400.00 (Option Line Item) Period of Performance: 08/03/2014 to 08/02/2015 THE WARRANTY PERIOD ON THE HARDWARE/SOFTWARE IS FOR 12-MONTHS BEGINNING ON THE DATE THE SYSTEM IS INSTALLED AND ACCEPTED BY THE OIG.</p> <p>After award through September 30, 2010, any questions or issues related to this procurement will be handled by Rob Randolph III, Administrator who can be reached at 304-480-8952 or contractadministration@bpd.treas.gov. When sending an e-mail to the contract administration e-mail box, include the award number and administrator's name in the subject line of the e-mail.</p> <p>Effective October 1, 2010, the Department Of Homeland Security, Office of Inspector General, will be responsible for the administration for this procurement action. When submitting administrative request, use the following:</p> <p>Email: Admin-HQ-Acquisition@oig.dhs.gov Phone: 202-632-0241</p> <p>The total amount of award: \$190,100.00. The obligation for this award is shown in box 26.</p>				0.00

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information only if required elsewhere in this contract.

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

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt pay regulations at 5 CFR 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAR 2009)

INVOICES

Invoices shall be submitted electronically to the e-mail address shown in Block 18a, page 1. Protected Microsoft Excel files are the preferred format; however, Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are also acceptable. For payment and invoice questions contact Accounting Services Division at (304) 480-8300.

PAYMENT INFORMATION:

Receive a free email notice of your electronic payment. Register at www.ipp.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 5 Overpayments: Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This

means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS

Please ensure that the order number is clearly visible on all shipping/service documents, containers and invoices.

SHIPPING INSTRUCTIONS

The delivery truck shall first go to the Federal Protective Service Scanning Facility, located at the Regan Building at 12th and C Street, Washington DC 20528. The truck will be scanned and sealed. The truck will then be escorted to the physical delivery location of:

Department of Homeland Security
Office of Inspector General

(b) (2)

Washington, DC 20528
Attn: Vanetta Myrick
Phone: 202-254-4347

If the truck goes directly to the Vermont Avenue address and has not been scanned the truck will be turned away and delivery will not be accepted.

A truck with a Lift Gate is needed because this is not a traditional loading dock.

A freight elevator is available for delivery. A certificate of insurance is required and must be presented to the building manager prior to using the freight elevator.

1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (APR 2004)

- a. The Contracting Officer's Technical Representative(s) will be Vanetta Myrick. She may be contacted via e-mail at Vanetta.Myrick@dhs.gov or via telephone at 202-254-4347.
- b. Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- c. Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
 1. constitutes a change of assignment or additional work outside the specification(s)/work statement;
 2. constitutes a change as defined in the clause titled "Changes";
 3. in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 4. changes any of the terms, conditions, or specification(s)/work statement of the contract;
 5. interferes with the Contractor's right to perform under the terms and conditions of the contract; or
 6. directs, supervises or otherwise controls the actions of the contractor's employees.
- d. Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.
- e. The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within

the limitations in (c) above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

f. Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause titled "Disputes."

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the delivery orders. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expiration date.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the final 30 days of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

CONTRACT TERM

The period of performance for this procurement is a Base Period of 12-months and four 12-month Option Periods.

1052.223.6 PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>) This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving

POV when on official Government business or when performing any work for or on behalf of the Government.

52.227-17 RIGHTS IN DATA — SPECIAL WORKS (DEC 2007)

(a) *Definitions.* As used in this clause—

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter

contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

NON-PERSONAL SERVICES

The services to be rendered under the resulting task orders are not subject to the supervision and control usually prevailing in relationships between the Government and its employees. Therefore, these services do not meet the description of personal services in FAR 2.101, 37.101, 37.103 and 37.104.

PERFORMANCE EVALUATION

This award will be subject to a performance evaluation on a yearly basis and at the conclusion of each option period. Following award completion, a completed Government evaluation shall be forwarded to the Contractor. The Contractor may submit written comments, if any, within the time period specified in the evaluation transmittal. The Contractor's comments shall be considered in the issuance of the final evaluation document. Any disagreement between the parties regarding the evaluation shall be forwarded to the Bureau Chief Procurement Officer (BCPO). The final evaluation of the Contractor's performance is the decision of the BCPO. A copy of the final performance evaluation report will be sent to the Contractor and to the Government's past performance database at www.ppirs.gov.

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 – CLAUSE MANDATED BY THE DEPARTMENT OF THE TREASURY ACQUISITION BULLETIN (AB) NO. 05-12 - OCTOBER 26, 2005

- (a) The Contractor shall comply with Treasury and Bureau personal Personal Identity Verification Processes (PIV), that implements Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standard (FIPS) 201.
- (b) The Contractor shall insert this provision in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

The Bureau of Public Debt Addendum to AB No. 05-12

Additional information regarding HSPD-12 can be located by clicking on the following link
<http://arc.publicdebt.treas.gov/files/pdf/fsbpdapplicanttrainmodfinal.pdf>

In summary, this directive applies to:

Physical Access: is the ability to enter a federally owned facility or federally leased space:

- If federal space limited to a portion of a building then HSPD-12 applies only to that portion owned or leased by the federal government.
- Physical access requirements do not apply to:
 - Contractors needing access for less than six (6) months
 - Guest researchers
 - Volunteers
 - Intermittent, temporary or seasonal contractors
- Contractors, as of October 27, 2005, will be subject to HSPD-12 requirements

Logical Access: ability to access federal IT systems or databases – applies to everyone regardless of how long access is required and whether within a federal facility or by remote connectivity.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2010)

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

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct

1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title

VI,

Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of

2009

(MAR 2009) (Section 1553 of Pub. L. 111-5).

(Pub. L. ___ x (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) 109-282) (31 U.S.C. 6101 note).

(Pub. L. ___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (15 U.S.C. 657a).

___ (8) [Reserved]

x (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

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

x (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (12)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

x (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

x (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

x (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(E.O. 13126). x (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (AUG 2009).

x (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- and
- (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
 - (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989).
 - (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
 - (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - (ii) Alternate I (DEC 2007) of 52.223-16.
 - (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
 - (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - (ii) Alternate I (Jan 2004) of 52.225-3.
 - (iii) Alternate II (Jan 2004) of 52.225-3.
 - (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (41) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
 - (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) (reserved)
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) [Reserved]
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**PERFORMANCE WORK STATEMENT
U.S. DEPARTMENT OF HOMELAND SECURITY
OFFICE OF INSPECTOR GENERAL
BAR CODE PROPERTY/INVENTORY MANAGEMENT SYSTEM**

INTRODUCTION

The U.S. Department of Homeland Security – Office of Inspector General (OIG) serves as an independent and objective inspection, audit, and investigative body to promote effectiveness, efficiency, and economy in the Department of Homeland Security's programs and operations, and to prevent and detect waste, fraud, abuse, and mismanagement in such programs and operations. The OIG conducts and supervises audits, inspections, special reviews, and investigations of the Department of Homeland Security's programs and operations, including program and financial management, contract and grant activity, and disaster relief efforts. The OIG employs approximately 700 employees located at its headquarters in Washington, D.C. and in 40 field offices located throughout the United States. Based on the mission of the agency, large inventories of accountable and acquired property are required to be efficiently managed.

OBJECTIVES

The objective is to acquire a Commercial Off-the-Shelf (COTS) asset management product that provides a web-based solution to support an automated *Property/Inventory Management System (PIMS)*, utilizing barcode technology to facilitate the collection, management, transfer/movement, storage, and disposition of property. The solution shall use web specific technologies that allow for simple deployment and management requiring only a web browser and connectivity to a web server (via Intranet/Internet, VPN, etc.), while eliminating the need for complicated software distribution processes. The foundation of the proposed *PIMS* is an automated, web-based asset management software application that resides on OIG server(s) that incorporates barcode technology (hardware and software) to make property records more secure and to ensure strict security, management, control (chain-of-custody), and maintenance of the OIG property inventory.

The specific objectives of the project are to:

- Identify a barcode-based asset/property management solution that will provide a means to electronically track an unlimited number of assets of various types to replace the current manual means of managing accountable property.
- Deploy a customizable COTS-based solution that provides the OIG with the capabilities to enhance or expand the bar coding software as needed. OIG administrator(s) shall be able to add custom fields (textboxes, list boxes, and checkboxes) and hide un-used fields without any additional development/programming costs.
The software shall be flexible enough to allow user-defined fields in addition to the out-of-the-box fields based on the business workflow of the current property management processes which will be shared with the vendor during the requirements gathering phase to support the required system functionality.
- Deliver a system that will be utilized in all OIG field offices nationwide to log property/assets/, barcode, and generate forms and reports remotely.
- Install a system that supports the integration of barcode technology into other OIG enterprise applications (e.g., *Investigative Case Management System using Microsoft SQL Server – 2008 and similar applications based on Oracle DB technology*).
- Import data (including images) into existing enterprise applications from the PIMS. Therefore, PIMS must be able to export data into CSV (comma separated values) format, .XLS, .PDF, .DOC, etc. so that data can be imported to other applications as necessary.

1. TECHNICAL/FUNCTIONAL REQUIREMENTS

The technical requirements for the barcode-based system are:

- Web-based COTS asset/property management system product to be installed on OIG server(s).
- The application must be compatible and interface with a Microsoft Windows 2008 Active Directory environment, and with Microsoft SQL Server as the database engine in a .NET applications environment. The COTS software shall be designed to work across a wide area network architecture and also be compatible with Internet Explorer (IE Version 7.0 / JAVA Version 1.6). OIG Client workstations use the Windows XP Operating system.
- Data captured in the barcode system will be exported into an OIG Microsoft SQL Server 2008 database environment.
- Allow an unlimited number of digital images to be uploaded to support a property item, so a visual record of the property can be documented.
- Generate a property receipt used to document actions such as property transfers or dispositions with a unique numbering system – printable using standard letter size paper and signature blocks.
- Provide a log system to track common inventory management duties such as property acquisitions, transfers, dispositions, etc.
- Electronically transmit documents using internet/intranet communications including but not limited to VPN technology.
- Create barcode labels to affix to assets/property.
- Document chain-of-custody transactions using a tamper-proof time/date stamp technology using AES/256 bit file encryption.
- Support digitized/electronic signature technology with password protection for access control for transactions requiring signed authorizations.
- Allows users to generate a series of system generated and user-defined viewable or printable ad-hoc and pre-defined forms and reports from various data sources in the system with pre-defined logic and layouts, to include daily/weekly/monthly/quarterly/annual management and statistical reports, exception reports, audit trail, all property/item transfers and dispositions, number of items entered per year, number of items purged per year.
- Ability to generate custom reports for any fields entered using report writing tools compatible with the COTS application software.
- Reports have dynamic filters (based on the report type) that allow users to generate filtered, ad-hoc type output based on their needs for tracking property.
- Support data entry utilizing laptop computers for both remote locations and for office use.
- Generate a list of property/evidence and create barcode labels reflecting the designated unique property/record number for the item. These labels will be affixed to the property when property is received.
- The system barcode scanner hardware will read labels for inventory purposes and generate reports based on various requirements (date range, locations, property type, etc.).
- Allow bulk scanning of labels to perform operations such as disposition/destruction and reporting.
- All transactions/edits/deletions/system management actions are tracked through an auditing system.
- Automatic control number generation (*i.e.*, a unique system-generated identifier for each asset).
- Property entry with strict validation rules.
- System-generated alert functions to notify users of specific property actions that are generated via mail clients such as Microsoft Outlook. The alert actions could involve e-mail and/or on-screen notifications. The alerts and notifications could vary by asset type or other pre-determined parameters (some of which may be user-defined).
- Document management – ability to store scanned pictures of evidence and import (upload) digital photographs and Microsoft Word and PDF documents.
- Standardization – drop down menus for evidence categories and item descriptions.

- Ability for designated OIG system administrator(s) to add unlimited locations and users (also the ability to set access privileges as needed).
- Ability to structure a query on a variety of criteria.
- Ability to sort information on any field.
- Windows-based navigation functionality.
- Maintain comprehensive logs of changes made to any record, complete with the old and new versions, date, and user identification.
- Support "Tickler" capabilities that can be set to follow internal policy requirements (e.g., 30 days, 60 days, etc.).
- Ability to generate *Property Release* forms – custom forms printed as items are released from custody or transferred to other offices or agencies.

The barcode system must have the ability to capture information contained in various forms, including these fields:

- 1) Unique number for each document produced by cases(s). Unique property identification number may be generated based on current date/time stamp.
- 2) Date of inventory
- 3) Property ID field
- 4) Property/Item description
- 5) Field office handling property (office code table)
- 6) Where property was obtained from
- 7) Who inventoried property
- 8) Where property is stored
- 9) Signature(s)
- 10) Item Number
- 11) Date Received
- 12) Quantity
- 13) Description of Property/Evidence (built in pull-down tables and open text fields)
- 14) Estimated Value (if applicable)
- 15) Chain-of-Custody (movement of inventory)
 - a. Item Number
 - b. Date (time/date stamp)
 - c. Action
 - d. Registry Number
 - e. Disposition
 - f. Signature (must sign for receipt of property/electronically)
- 16) Comments/Notes

The barcode system must have the ability to document the "Chain-of-Custody." Listed below are possible scenarios for movement of property, 'From' – 'To' – 'Return'

- 1) Property moved from site to a storage location (e.g., office property room or off-site storage location)
- 2) Property moved from storage location to laboratory or other off-site location
- 3) Property transferred to another internal office or off-site field office location
- 4) Property moved from storage location to disposal site
- 5) Property moved in/out of storage location for evidentiary purposes
- 6) Property returned to storage location from outside agencies

The barcode system must have the ability to track accountable property (e.g., *office equipment, computer equipment, classified documents/reports, investigative equipment, technical equipment, furniture, vehicles, weapons, and other sensitive items such as registered mail*). The following information is required but not limited to:

- 1) Date

- 2) Initiating Organization: (where the property is being transferred from), Street address, City, State, zip, Contact name, telephone number, e-mail address
 - a. Custodial code, Admin code, etc.
- 3) Check off transfer
- 4) Receiving Organization: (where the property is going to), Street address, City, State, Zip code
 - a. Custodial code, Admin code, etc.
- 5) Unique barcode number
- 6) Unique serial number
- 7) Description
- 8) Quantity
- 9) Signature of party (owner or recipient)
 - a. Property Code
 - b. Mail Code
 - c. Building
 - d. Room #
- 10) Signature of gaining party (receiving party)
 - a. Property Code
 - b. Mail Code
 - c. Building
 - d. Room #
- 11) Signature of Initiating Property Custodian, Date
- 12) Signature of Receiving Official, Date
- 13) Comments/Notes

2. EQUIPMENT NEEDS AND SOFTWARE LICENSING

Approximately 50 portable handheld barcode scanners will be needed. The barcode scanners must have cordless capabilities, and incorporate both wireless and Bluetooth technologies allowing communication with workstations and providing users with the ability to transmit/upload data without being docked or attached to workstations. The various barcode scanners compatible with the underlying COTS software application will be specified, including the total cost for each type of scanner. The Contractor will provide software licensing as follows:

The system shall be offered at a based license fee which includes unlimited user licensing for the organization that allows additional users and locations to be brought on-line at no additional cost as necessary base on the agency's mission requirements. Over the next five years, the number of system users is estimated to be approximately 300 to 350 in 50 locations (headquarters and field offices located throughout the country).

The required number of barcode label printers is approximately 10 to 25 during the initial phase of deployment. Prospective vendors shall specify the make and model of compatible printer(s) that support their proposed solution, including the total cost for each printer. Barcode labels must securely and permanently adhere to boxes, metal/plastic cases or shelving, plastic bags and other various forms of containers that stores evidence or property.

3. DATA MIGRATION

The Contractor shall import approximately 10GB of existing property data into their application that is stored in .XLS (Microsoft Excel) and formats compatible with Microsoft SQL 2005/2008, Oracle and Microsoft Access (.MDB) data base applications, as well as some paper records.

4. BARCODE SYSTEM CAPABILITIES

1. Export / Import Data

Data captured in the barcode system will be imported into the Microsoft SQL database. The system must also be able to export data in other formats as necessary (e.g., .XLS, .CSV, .TXT

and .PDF) to support functionality with other applications (e.g., Microsoft Excel, Microsoft Word, Adobe applications).

The system must be able to sync data from each handheld and automatically update the application database in those situations where the barcode scanners are used remotely from the workstation to scan and store data once the devices are reconnected to workstations in the office.

2. System Updates

System maintenance and software updates will be updated at OIG headquarters by a designated system administrator(s). Software updates will be included in the contract price for the first year.

5. SECURITY

1. Administrator/User Level Permissions

The system will use role-based security to assign administrator and user-level permissions. The designated OIG system administrator(s) will have all rights to add, delete, create, modify, create users, and other rights necessary to manage the system. The user will have rights to add and modify records and rights related to basic functions of the system. The electronic identification system will have security features that will identify the user by a given number and also be password protected. The system will provide a history log of all records created, modified, or deleted.

2. Passwords

The system will integrate with Microsoft Active Directory to support single sign on (SSO) which allows enterprise network users to seamlessly access all authorized network resources, on the basis of a single authentication that is performed when they initially access the network.

3. Personnel

Anyone handling sensitive or OIG priority applications or systems must undergo security screening and a background check to determine suitability. All personnel must be U.S. citizens.

When determined to be appropriate, contractor employees may be required to execute a non-disclosure agreement as conciliation to access sensitive and classified information.

The contractor shall comply with all requirements of the Privacy Act of 1974 and the Computer Security Act of 1987. The requirements for security clearances for contracted IT personnel are based on position sensitivity, criticality, and ability to do harm. Where separation of duties is weak, security clearance requirements need to be more stringent.

All contractor and sub-contractor personnel shall comply with the DHS established security policies and procedures.

While working on-site the contractor shall:

- Comply with all security requirements pertaining to the information resources they use;
- Refrain from using trivial and obvious passwords;
- Ensure that passwords are held in strict confidence and properly safeguarded from unauthorized access and use;
- Employ available and approved safeguards to protect the confidentiality, integrity and availability of data, applications, and information resources;
- Comply with all licensed software agreements;
- Report any suspected security incidents observed to the Information Systems Security Program Manager (ISSPM) and your immediate supervisor; and,
- E-mail signatures shall indicate they are contract staff and not imply they are DHS-OIG staff.

6. **TESTING**

The Contractor shall test the system/application and is also responsible for testing all the incremental software and hardware releases prior to issuance to the OIG. OIG and Contractor personnel shall provide feedback to one other during the testing phases of the project to resolve problems or issues.

7. **TRAINING/DOCUMENTATION**

The Contractor shall specify available options such as formal classroom training, train-the-trainer, and web-based or on-line training vehicles for delivering system administrator and end-user training on the use and operation of the application software and system hardware for approximately 50 users. The Contractor shall coordinate with OIG technicians to set up the required training environment and provide training documentation and manuals for use with all necessary equipment. The Contractor shall provide detailed system administration/configuration and end-user documentation on the use and operation of the system. The initial training is expected to be delivered in a train-the-trainer format and presented for approximately 10-20 administrative staff only at OIG headquarters in Washington, D.C.

8. **USER ACCEPTANCE**

The OIG Facilities and Asset Management Division and Information Technology Division are responsible for conducting user acceptance testing and will be responsible for approving the application after the final application delivery.

The Contractor shall successfully resolve all application software and hardware issues identified by OIG staff. The successful resolution of all issues will be determined by OIG staff prior to final acceptance and payment.

9. **MAINTENANCE AND WARRANTY**

The Contractor shall provide one year of hardware/software maintenance and support with full covered warranty on products purchased beginning on the date the system is installed and accepted by the OIG. The Contractor shall resolve system software problems/glitches/bugs for a period of one year after the system is implemented, to include installing software upgrades, patches and new releases. The OIG internal Help Desk will provide Tier 1, first line support for the COTS application. Designated OIG staff will be responsible for contacting the Contractor to address issues that are not able to be resolved by the OIG's internal Help Desk. The Contractor shall provide technical support Monday through Friday from 7:00 a.m. – 6:00 p.m. ET.

The Contractor shall provide options for out-year maintenance and support (beyond the initial warranty period) for system software and hardware that specifies the issues/situations covered under its maintenance/warranty program and the period(s) of coverage.

10. **RESOURCES**

The Contractor shall provide a qualified staff of sufficient size and technical competence to deploy the system as specified by the OIG based on the technical specifications/functional requirements in the PWS. The Contractor shall maintain sufficient personnel to ensure timely completion and submission of project deliverables in the event of staff illness, termination or any other personnel-related issue that may have a negative impact on the project schedule and the timely delivery of services. The Contractor shall provide all necessary facilities, equipment, materials, supplies, and travel necessary to support the project requirements. The designated Contracting Officer's Technical Representative (COTR) will provide the Contractor access to all available Government furnished information, facilities, material, equipment, services, etc. as required.

11. QUALITY ASSURANCE SURVEILLANCE PLAN & PROJECT PLAN

The Contractor shall provide suggestions/additions to the Quality Assurance Surveillance Plan (Attachment A) which identifies the key deliverables for the work specified in the PWS. The Contractor shall provide a Project Plan that specifies key project milestones and submit it to the COTR within five (5) business days after contract award.

12. KICK-OFF MEETING

The Contractor shall attend a kick-off meeting at OIG headquarters in Washington, D.C. within five (5) business days of contract award with OIG representatives to discuss project scope, responsibilities and related issues.

13. REPORTS

The Contractor shall provide weekly status reports to the COTR indicating the current status of progress on all deliverables and identifying any issues that may have negative impacts on the project schedule or the ability to deliver the system as specified in the PWS.

14. PROPOSED IMPLEMENTATION SCHEDULE

Phase 1	Requirements gathering, initial prototype, development, and deployment	4 weeks (weeks 1-4)
Phase 2	System configuration, functional testing and user feedback, customization/changes	6 weeks (weeks 5-10)
Phase 3	Final testing, training, deployment (soft launch) and production rollout	4 weeks (weeks 11-14)

TOTAL ESTIMATED TIME: 14 weeks