

Contract – Release Copy –  
Solicit. No. BPD-FIG-09-CI-0003

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM. OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REGISTRATION NUMBER FIG-85400-09-0055	PAGE OF 1 33
2. CONTRACT NO.	3. AWARD EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER BPD-FIG-09-CI-0003	6. SOLICITATION ISSUE DATE 03/17/2009
7. FOR SOLICITATION INFORMATION CALL:	c. NAME	d. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME 03/28/2009 1400 ET	

b6

9. ISSUED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Attn: [REDACTED] Parkersburg WV 26101	CODE: BPD	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> (A)
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 743) <input type="checkbox"/>
13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFQ <input type="checkbox"/> RFP	15. DELIVER TO CODE: DHS-IG DHS-IG DHS/OIG/STOP 2600 245 MURRAY DR SW, BLDG 410 WASHINGTON DC 20528

16. ADMINISTERED BY Bureau of the Public Debt Division of Procurement Avery 5F 200 Third Street Parkersburg WV 26101	CODE: BPD
17a. CONTRACTOR/OFFEROR Liberating Solutions Corp. 6819 Hillside RD Crystal Lake, IL 60012 TELEPHONE NO. 815-455-5190	CODE: [REDACTED] FACILITY CODE: [REDACTED]
18a. PAYMENT WILL BE MADE BY	CODE: [REDACTED]

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Bureau of Public Debt, on behalf of the Department of Homeland Security - Office of the Inspector General, intends to purchase brand name only, Dell notebook computers, monitors and docking stations. The Brand Name Justification form is available for review upon request.  This acquisition is set aside for Service Disabled, Veteran Owned Small Businesses.  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-3 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REF. \_\_\_\_\_ 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 [REDACTED]	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Contracting Officer
30c. DATE SIGNED 03/27/09	31c. DATE SIGNED

b6

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>It is the Government's intent to award without discussions. Vendors are encouraged to provide their best offer.</p> <p>The base period for this contract will be from time of award through month 12, with two one-year option periods.</p> <p>An IDIQ contract will be awarded as a result of this solicitation.</p> <p>Even though this acquisition is not subject to the Buy American Act, the Government prefers American manufactured products. Provide the Place of Manufacture for each product quoted.</p>				
b4 0001	<p>Dell Latitude E5400 notebook computer. Quote price for 1 unit. Multiply price per unit by [redacted] units to obtain the total price.</p> <p>Minimum technical specifications are listed on pages 19 - 20 of the solicitation.</p> <p>Custom Image Load:</p> <p>The notebook computers shall have a custom load of the operating system and other software applications. DHS-OIG requires this image burned on all [redacted] notebook computers. The following Continued ...</p>		EA	[redacted]	<p>\$332,500.00</p> <p>Price includes custom image burn and shipping</p>

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

---

38. S/R ACCOUNT NUMBER	38. 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 RECD (YYMMDD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>steps shall be followed to insure the custom image is correct.</p> <ol style="list-style-type: none"> <li>1. The vendor who is awarded the contract shall provide the DHS-OIG with 1 initial notebook;</li> <li>2. DHS-OIG will install the operating system and all software applications, make all custom settings and then return the notebook to the vendor.</li> <li>3. The vendor shall burn 1 additional notebook image from the master image and send it to DHS-OIG for confirmation of load.</li> <li>4. Upon confirmation of image DHS-OIG will give the vendor approval to burn the remaining notebooks with that image.</li> </ol> <p>Shipping with inside delivery.</p> <p>Inside delivery instructions:</p> <p>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:</p> <p>Department of Homeland Security Office of Inspector General</p> <div style="background-color: black; width: 150px; height: 20px; margin: 5px 0;"></div> <p>Attn: <span style="background-color: black; display: inline-block; width: 80px; height: 1em;"></span></p> <p>Phone: <span style="background-color: black; display: inline-block; width: 80px; height: 1em;"></span></p> <p>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.</p> <p>A truck with a Lift Gate is needed because this is not a traditional loading dock.</p> <p>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.</p> <p>Continued ...</p>				

b2  
b6

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
b4 0002	<p>Option Period 1: Optional quantities not to exceed the contract maximum limit of 525 additional laptops. These laptops shall be configured per the specifications listed on pages 19 - 20 of the solicitation or with the most current replacement model for the listed laptops. New configurations must be approved by the DHS-OIG.</p> <p>Custom Image Load Charges</p> <p>The notebook computers shall have a custom load of the operating system and other software applications. DHS-OIG requires this image burned on all notebook computers. The following steps shall be followed to insure the custom image is correct.</p> <ol style="list-style-type: none"> <li>1. The vendor who is awarded the contract shall provide the DHS-OIG with 1 initial notebook.</li> <li>2. DHS-OIG will install the operating system and all software applications, make all custom settings and then return the notebook to the vendor.</li> <li>3. The vendor shall burn 1 additional notebook image from the master image and send it to DHS-OIG for confirmation of load.</li> <li>4. Upon confirmation of image DHS-OIG will give the vendor approval to burn the remaining notebooks with that image.</li> </ol> <p>Inside Delivery Shipping Charges</p> <p>Inside delivery instructions:</p> <p>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:</p> <p>Department of Homeland Security Office of Inspector General Continued ...</p>				<p>This price is based on Dell continuing to make this unit available to buy</p>

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
b2 b6	<p>Attn: [REDACTED] Phone: [REDACTED]</p> <p>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.</p> <p>A truck with a Lift Gate is needed because this is not a traditional loading dock.</p> <p>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. (Option Line Item)</p>				
b4 0003	<p>Option Period 2: Optional quantities not to exceed the contract maximum limit of 525 additional laptops. These laptops will be configured per the specifications listed on pages 19 - 20 of the solicitation or with the most current replacement model for the listed laptops. New configurations must be approved by the DHS-OIG.</p> <p>Custom Image Load:</p> <p>The notebook computers shall have a custom load of the operating system and other software applications. DHS-OIG requires this image burned on all notebook computers. The following steps shall be followed to insure the custom image is correct.</p> <ol style="list-style-type: none"> <li>1. The vendor who is awarded the contract shall provide the DHS-OIG with 1 initial notebook.</li> <li>2. DHS-OIG will install the operating system and all software applications, make all custom settings and then return the notebook to the vendor.</li> <li>3. The vendor shall burn 1 additional notebook image from the master image and send it to DHS-OIG for confirmation of load.</li> </ol> <p>Continued ...</p>			[REDACTED]	This price is based on Dell continuing to make this unit available to buy

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. Upon confirmation of image DHS-OIG will give the vendor approval to burn the remaining notebooks with that image.</p> <p>Shipping with inside delivery.</p> <p>Inside delivery instructions:</p> <p>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:</p> <p>Department of Homeland Security Office of Inspector General</p> <div style="background-color: black; width: 150px; height: 20px; margin: 5px 0;"></div> <p>Attn: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>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.</p> <p>A truck with a Lift Gate is needed because this is not a traditional loading dock.</p> <p>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. (Option Line Item)</p>				

b2

b6

### Offeror Representations and Certifications -- Commercial Items (Sep 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and



(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

b4

\* TIN: [REDACTED]

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

~~\* Corporate entity (not tax-exempt);~~

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

~~(1) Small business concern. The offeror represents as part of its offer that it  is not a small business concern.~~

~~(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is not a veteran-owned small business concern.~~

(3) ~~Service-disabled veteran-owned small business concern.~~ [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as

part of its offer that it  \* is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) *The bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<b>Number of Employees</b>	<b>Average Annual Gross Revenues</b>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It \*is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to

be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.



(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(i)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last

12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

**52.222-48 -- Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment -- Contractor Certification (Aug. 1996)**

(a) The following certification shall be checked:

**Certification**

The offeror certifies  does not certify  that --

(1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;

(2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(End of Clause)



## Bureau of the Public Debt Standard Contractor Performance Report

Evaluation Type: <b>Final</b>		Reporting Period: From: <b>09/18/2007</b> To: <b>09/17/2008</b>	
Host Agency: <b>BPD</b>		Evaluating Organization: <b>BPD</b>	Contracting Office: <b>BPD</b>
Contract Number: <b>TPD-FIG-07-C-0003</b>		Order Number:	
Contractor Name and Address: <b>LIBERATING SOLUTIONS</b>  <b>6819 HILLSIDE RD</b>  <b>CRYSTAL LAKE, IL 60012-3231 UNITED STATES</b>			DUNS: <b>800116860</b> SIC/NAICS: <b>443120</b> Commodity Code: Contract Type: <b>Fixed-Price</b>
Contract Award Date: <b>09/18/2007</b>	Contract Expiration Date: <b>09/17/2008</b>		Contract Value: <b>\$640,193.00</b>
Description of Requirement: <b>Notebooks</b>			

### RATINGS

**Quality of Product or Service**

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating: **4 - Excellent**

There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.

Government Comments for Quality Of Product Or Service

Liberated Solutions went the extra mile to ensure the quality of their work met the OIG's expectations.

**Cost Control**

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating: **4 - Excellent**

There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government.

Government Comments for Cost Control

None entered - Contractor does not reply

**Timeliness of Performance**

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating: **4 - Excellent**

**There are no delays and the contractor has exceeded the agreed upon time schedule.**

**Government Comments for Timeliness Of Performance**

**Liberated Solutions took the time to personally deliver all equipment so as not to make the OIG wait for our equipment. This action saved about 1 weeks time for each order against this contract.**

**Business Relations**

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Rating: **4 - Excellent**

**Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.**

**Government Comments for Business Relations**

**Liberated Soutlion is committed to excellence and customer satisfaction.**

---

**Subcontracts**

---

Are subcontracts involved ? **No**

**Government Comments on Subcontracts**

**None entered - Contractor does not reply**

---

**Contractor Key Personnel**

---

**Contractor Manager/Principal Investigator**

██████████

**Government Comments for Contractor Manager/Principal Investigator**

██████████ made sure that I was informed of the progress during each of our orders. ██████████ went the extra mile to make sure the OIG was fully satisfied with the performance of Liberated Solutions.

b6

**Contractor Key Person**

██████████

**Government Comments for Contractor Key Person**

None entered - Contractor does not reply

**Contractor Key Person**

Government Comments for Contractor Key Person  
None entered - Contractor does not reply

---

**Small Business Subcontracting Plan**

---

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan? **N/A**  
If this is a bundled contract, did the contractor meet the goals and objectives for small business participation? **No**

Government Comments on Small Business Subcontracting Plan  
None entered - Contractor does not reply

---

**Small Disadvantaged Business Goals**

---

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications? **N/A**

Government Comments for Meeting SDB Subcontracting Requirements  
None entered - Contractor does not reply

---

**Customer Satisfaction**

---

Is/was the contractor committed to customer satisfaction? **Yes**  
Would you recommend the selection of this firm again? **Yes**

Government Comments for Customer Satisfaction  
None entered - Contractor does not reply

---

**Project Officer/COTR**



b6



Phone [REDACTED]  
Internet [REDACTED]

---

**Contracting Officer**

[REDACTED]

b6

---

**Contractor Representative**

[REDACTED]

---

**Summary Ratings:**

Quality of Product or Service Rating : 4  
Cost Control Rating : 4  
Timeliness of Performance Rating : 4  
Business Relations Rating : 4

---

**CONTRACTOR COMMENTS**

---

Contractor Comments for Quality Of Product Or Service  
Contractor did not submit comments within the time limit specified

Contractor Comments for Cost Control  
No Government Comments. Contractor does not reply

Contractor Comments for Cost Control  
Contractor did not submit comments within the time limit specified

Contractor Comments for Timeliness Of Performance  
Contractor did not submit comments within the time limit specified

Contractor Comments for Business Relations  
Contractor did not submit comments within the time limit specified

Contractor Comments on Subcontracts  
No Government Comments. Contractor does not reply

Contractor Comments on Subcontracts  
Contractor did not submit comments within the time limit specified

Contractor Comments for Contractor Manager/Principal Investigator  
Contractor did not submit comments within the time limit specified

b6

Contractor Comments for Contractor Key Person  
No Government Comments. Contractor does not reply

Contractor Comments for Contractor Key Person  
Contractor did not submit comments within the time limit specified

Contractor Comments for Contractor Key Person  
No Government Comments. Contractor does not reply

Contractor Comments for Contractor Key Person  
Contractor did not submit comments within the time limit specified

Contractor Comments on Small Business Subcontracting Plan  
No Government Comments. Contractor does not reply

Contractor Comments on Small Business Subcontracting Plan  
Contractor did not submit comments within the time limit specified

Contractor Comments for Meeting SDB Subcontracting Requirements  
No Government Comments. Contractor does not reply

Contractor Comments for Meeting SDB Subcontracting Requirements  
Contractor did not submit comments within the time limit specified

Contractor Comments for Customer Satisfaction  
No Government Comments. Contractor does not reply

Contractor Comments for Customer Satisfaction  
Contractor did not submit comments within the time limit specified

Contractor Comments for Overall Comment  
Contractor did not submit comments within the time limit specified

---

COMPLETION DATE

---

Report Completion Date: 01/15/2009

OMB CLEARANCE NO. 9000-0142  
SOURCE SELECTION INFORMATION/CONFIDENTIAL

**Attachment A**  
**Offeror's Past Performance Information Form**

Solicitation: BPD-FIG-09-CI-0003

Type of Product: Dell Notebook Computers, Monitors and Docking Stations

Liberating Solutions is proposing to provide Dell Notebook Computers, Monitors and Docking Stations to the Department of Homeland Security, Office of the Inspector General (DHS-OIG). They request that you complete the following questionnaire on their behalf. The completed questionnaire shall be delivered to the Bureau of Public Debt to [PSB3@bpd.treas.gov](mailto:PSB3@bpd.treas.gov) or faxed to 304-480-7204 and not returned directly to the vendor. Please include the following text in the subject line of your email: BPD-FIG-09-CI-0003 Attn: [REDACTED] (Dell notebook computers). The completed questionnaire shall be received by 2:00 pm ET on March 31, 2009. Questions concerning this request shall be emailed to the same location.

b6

Work was performed as a Prime  X  Sub \_\_\_\_\_ Contractor

Contract Title/Description: Purchase of up to 620 Dell Latitude D630 Notebooks

**Contract Specifics:**

1. Contract Number: TPD-FIG-07-C-0003
2. Contract Type: IDIQ
3. Description of Products/Services: Dell Latitude Notebooks
4. Period of Performance: 9/18/2007 to 9/17/2008
5. Original Contract \$ Value: \$1,109,667.00
6. Current Contract \$ Value: \$1,109,667.00
7. If amounts for 5 and 6 are different, provide a brief description of the reason.

**Comments/Remarks:**

Liberated Solutions performance on this contract was outstanding. They were very professional, made sure that DHS-OIG was completely satisfied, took the time to personally deliver all items over the life of the contract.

**Completion Date:**

1. Original Date: 9/17/2008
2. Current Schedule:
3. How Many Times Changed: None
4. Primary Causes of Change: N/A

**Reference Point of Contact**

1. Name [REDACTED]
2. Title: IT Specialist
3. Office: DHS-OIG
4. [REDACTED]
5. [REDACTED]

b6

The rating guidelines are found on the following page.

**Quality of Product or Service**

Rating: 5

**Comments/Remarks:**

The service provided to DHS-OIG during the life of this contract was Outstanding. The group was extremely professional and went the extra mile to make sure I was happy with the service provided.

**Timeliness of Performance**

Rating: 5

**Comments/Remarks:**

Once the vendor received the notebooks from Dell there was less than a 3 week turn around for delivery to DHS-OIG

**Customer Satisfaction**

Is/was the contractor committed to customer satisfaction? YES

Would you recommend the selection of this firm again? YES

**Comments/Remarks:**

---

---

## Rating Guidelines

### Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

- Unsatisfactory:** Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
- Poor:** Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
- Fair:** Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
- Good:** There are very minimal quality problems and the Contractor has met the contract requirements.
- Excellent:** There are no quality issues and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
- Outstanding:** The Contractor has demonstrated an outstanding performance level that justifies the score. It is expected this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

### Timeliness of Performance

- Unsatisfactory:** Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
- Poor:** Delays require significant Agency resources to ensure achievement of contract requirements.
- Fair:** Delays require minor Agency resources to ensure achievement of contract requirements.
- Good:** There are minimal delays that impact achievement of contract requirements.
- Excellent:** There are no delays and the contractor has exceeded the agreed upon time schedule.
- Outstanding:** The Contractor has demonstrated an outstanding performance level that justifies the score. It is expected this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".