

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

1. REQUISITION NUMBER  
PR300070098

PAGE 1 OF 12

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 08/28/2007 4. ORDER NUMBER DTMA1P07072 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

**7. FOR SOLICITATION INFORMATION CALL:** a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE 00091  
 DOT/Maritime Administration, MAR-380  
 1200 New Jersey Ave., SE MAR380, W28-201  
 Washington, DC 20590  
 TEL: (202) 366-5757 ext.  
 FAX: (202) 366-3237 ext.

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: 100.00% FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS: 511210  
 SIZE STANDARD: 5,000,001-10,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS  
 10 days %  
 20 days %  
 30 days %  
 days %

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE HQ310  
 DOT/Maritime Administration, MAR-310  
 400 Seventh Street, SW., Room 7301  
 Washington, DC 20590  
**Attn: Jimmi Gleaton**

16. ADMINISTERED BY CODE 00091  
 DOT/Maritime Administration, MAR-380  
 1200 New Jersey Ave., SE MAR380, W28-201  
 Washington, DC 20590

17a. CONTRACTOR/OFFEROR CODE \* FACILITY CODE  
 BarTrax Solutions  
 1321 Buttermilk Lane  
 Reston, VA 20190-3905  
 TELEPHONE NO. (703) 709-7580 ext.

18a. PAYMENT WILL BE MADE BY CODE  
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City  
 MARAD A/P Headquarters Invoices Branch AMZ-150 PO Box 25710  
 Oklahoma City, OK 73125

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

18b. SUBMIT INVOICES 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 |
|--|-----------------------------------|--------------|----------|----------------|------------|
| (Use Reverse and/or Attach Additional Sheets as Necessary) |                                   |              |          |                |            |

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 22,205.00

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 \_\_\_\_\_ 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) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED  
 Erica L. Williams 08/30/2007

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

|                        |                        |             |
|------------------------|------------------------|-------------|
| 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 <i>(Print)</i>    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                          |
|   | 42b. RECEIVED AT <i>(Location)</i> |
|   | 42c. DATE REC'D <i>(YY/MM/DD)</i>  |
|   | 42d. TOTAL CONTAINERS              |

|                          |                                       |                                 |                        |
|--------------------------|---------------------------------------|---------------------------------|------------------------|
| <b>Line Item Summary</b> | <b>Document Number</b><br>DTMA1P07072 | <b>Title</b><br>Bartrax Upgrade | <b>Page</b><br>3 of 12 |
|--------------------------|---------------------------------------|---------------------------------|------------------------|

**Total Funding:** \$22,205.00

| FYs             | Fund              | Budget Org            | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category |
|-----------------|-------------------|-----------------------|-----|--------------|-----|---------|----------|-----|--------------|-----|--------------------|
|                 | X303              | 9                     | 07  | 254T         |     | 40MIS0  | 1600     | 07  | 3000761      |     |                    |
| <b>Division</b> | <b>Closed FYs</b> | <b>Cancelled Fund</b> |     |              |     |         |          |     |              |     |                    |

| Line Item Number | Description | Delivery Date<br>(Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost<br>(Includes Discounts) |
|------------------|-------------|---|----------|---------------|------------|------------------------------------|
|------------------|-------------|---|----------|---------------|------------|------------------------------------|

*Provide BITS upgrades in accordance with quote dated 03/05/2007*

|      |  |            |      |     |        |         |
|------|--|------------|------|-----|--------|---------|
| 0001 | Bartrax Upgrade - Beaumont Reserve Fleet | 11/30/2007 | 1.00 | JOB | \$.000 | \$ 0.00 |
|------|--|------------|------|-----|--------|---------|

Ref Req No: PR300070098

Funding Information:

- - X303 - 9 - 07 - 254T - - 40MIS0 - 1600 - 07 - 3000761 - - - - -

\$6,299.00

|        |       |            |       |    |          |             |
|--------|-------|------------|-------|----|----------|-------------|
| 0001AA | Labor | 11/30/2007 | 40.00 | HR | \$85.000 | \$ 3,400.00 |
|--------|-------|------------|-------|----|----------|-------------|

|        |          |            |      |    |             |             |
|--------|----------|------------|------|----|-------------|-------------|
| 0001AB | Software | 11/30/2007 | 1.00 | EA | \$1,500.000 | \$ 1,500.00 |
|--------|----------|------------|------|----|-------------|-------------|

|        |               |            |      |    |           |           |
|--------|---------------|------------|------|----|-----------|-----------|
| 0001AC | Wedge Scanner | 11/30/2007 | 1.00 | EA | \$160.000 | \$ 160.00 |
|--------|---------------|------------|------|----|-----------|-----------|

|        |        |            |      |     |             |             |
|--------|--------|------------|------|-----|-------------|-------------|
| 0001AD | Travel | 11/30/2007 | 1.00 | NTE | \$1,239.000 | \$ 1,239.00 |
|--------|--------|------------|------|-----|-------------|-------------|

IAW Federal Travel Regulations

|                          |                                       |                                 |                        |
|--------------------------|---------------------------------------|---------------------------------|------------------------|
| <b>Line Item Summary</b> | <b>Document Number</b><br>DTMA1P07072 | <b>Title</b><br>Bartrax Upgrade | <b>Page</b><br>4 of 12 |
|--------------------------|---------------------------------------|---------------------------------|------------------------|

**Total Funding:** \$22,205.00

| FYs             | Fund              | Budget Org            | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category |
|-----------------|-------------------|-----------------------|-----|--------------|-----|---------|----------|-----|--------------|-----|--------------------|
|                 | X303              | 9                     | 07  | 254T         |     | 40MIS0  | 1600     | 07  | 3000761      |     |                    |
| <b>Division</b> | <b>Closed FYs</b> | <b>Cancelled Fund</b> |     |              |     |         |          |     |              |     |                    |

| Line Item Number | Description | Delivery Date<br>(Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost<br>(Includes Discounts) |
|------------------|-------------|---|----------|---------------|------------|------------------------------------|
|------------------|-------------|---|----------|---------------|------------|------------------------------------|

|      |  |            |      |     |         |         |
|------|--|------------|------|-----|---------|---------|
| 0002 | Bartrax Upgrade - Suisun Bay Reserve Fleet | 11/30/2007 | 1.00 | JOB | \$ .000 | \$ 0.00 |
|------|--|------------|------|-----|---------|---------|

Ref Req No: PR300070098

Funding Information:

- - X303 - 9 - 07 - 254T - - 40MIS0 - 1600 - 07 - 3000761 - - - - -

\$5,819.00

|        |       |            |       |    |          |             |
|--------|-------|------------|-------|----|----------|-------------|
| 0002AA | Labor | 11/30/2007 | 32.00 | HR | \$85.000 | \$ 2,720.00 |
|--------|-------|------------|-------|----|----------|-------------|

|        |          |            |      |    |             |             |
|--------|----------|------------|------|----|-------------|-------------|
| 0002AB | Software | 11/30/2007 | 1.00 | EA | \$1,500.000 | \$ 1,500.00 |
|--------|----------|------------|------|----|-------------|-------------|

|        |               |            |      |    |           |           |
|--------|---------------|------------|------|----|-----------|-----------|
| 0002AC | Wedge Scanner | 11/30/2007 | 1.00 | EA | \$160.000 | \$ 160.00 |
|--------|---------------|------------|------|----|-----------|-----------|

|        |        |            |      |     |             |             |
|--------|--------|------------|------|-----|-------------|-------------|
| 0002AD | Travel | 11/30/2007 | 1.00 | NTE | \$1,439.000 | \$ 1,439.00 |
|--------|--------|------------|------|-----|-------------|-------------|

IAW Federal Travel Regulations

|                          |                                       |                                 |                        |
|--------------------------|---------------------------------------|---------------------------------|------------------------|
| <b>Line Item Summary</b> | <b>Document Number</b><br>DTMA1P07072 | <b>Title</b><br>Bartrax Upgrade | <b>Page</b><br>5 of 12 |
|--------------------------|---------------------------------------|---------------------------------|------------------------|

**Total Funding:** \$22,205.00

| FYs             | Fund              | Budget Org            | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category |
|-----------------|-------------------|-----------------------|-----|--------------|-----|---------|----------|-----|--------------|-----|--------------------|
|                 | X303              | 9                     | 07  | 254T         |     | 40MIS0  | 1600     | 07  | 3000761      |     |                    |
| <b>Division</b> | <b>Closed FYs</b> | <b>Cancelled Fund</b> |     |              |     |         |          |     |              |     |                    |

| Line Item Number | Description | Delivery Date<br>(Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost<br>(Includes Discounts) |
|------------------|-------------|---|----------|---------------|------------|------------------------------------|
|------------------|-------------|---|----------|---------------|------------|------------------------------------|

|      |   |            |      |     |        |         |
|------|---|------------|------|-----|--------|---------|
| 0003 | Bartrax Upgrade - James River Reserve Fleet | 11/30/2007 | 1.00 | JOB | \$.000 | \$ 0.00 |
|------|---|------------|------|-----|--------|---------|

Ref Req No: PR300070098

Funding Information:

- - X303 - 9 - 07 - 254T - - 40MIS0 - 1600 - 07 - 3000761 - - - - -

\$5,387.00

|        |       |            |       |    |          |             |
|--------|-------|------------|-------|----|----------|-------------|
| 0003AA | Labor | 11/30/2007 | 32.00 | HR | \$85.000 | \$ 2,720.00 |
|--------|-------|------------|-------|----|----------|-------------|

|        |          |            |      |    |             |             |
|--------|----------|------------|------|----|-------------|-------------|
| 0003AB | Software | 11/30/2007 | 1.00 | EA | \$1,500.000 | \$ 1,500.00 |
|--------|----------|------------|------|----|-------------|-------------|

|        |               |            |      |    |           |           |
|--------|---------------|------------|------|----|-----------|-----------|
| 0003AC | Wedge Scanner | 11/30/2007 | 1.00 | EA | \$160.000 | \$ 160.00 |
|--------|---------------|------------|------|----|-----------|-----------|

|        |        |            |      |     |             |             |
|--------|--------|------------|------|-----|-------------|-------------|
| 0003AD | Travel | 11/30/2007 | 1.00 | NTE | \$1,007.000 | \$ 1,007.00 |
|--------|--------|------------|------|-----|-------------|-------------|

IAW Federal Travel Regulations

|                          |                                       |                                 |                        |
|--------------------------|---------------------------------------|---------------------------------|------------------------|
| <b>Line Item Summary</b> | <b>Document Number</b><br>DTMA1P07072 | <b>Title</b><br>Bartrax Upgrade | <b>Page</b><br>6 of 12 |
|--------------------------|---------------------------------------|---------------------------------|------------------------|

**Total Funding:** \$22,205.00

| FYs             | Fund              | Budget Org            | Sub | Object Class | Sub | Program | Cost Org | Sub | Proj/Job No. | Sub | Reporting Category |
|-----------------|-------------------|-----------------------|-----|--------------|-----|---------|----------|-----|--------------|-----|--------------------|
|                 | X303              | 9                     | 07  | 254T         |     | 40MIS0  | 1600     | 07  | 3000761      |     |                    |
| <b>Division</b> | <b>Closed FYs</b> | <b>Cancelled Fund</b> |     |              |     |         |          |     |              |     |                    |

| Line Item Number | Description | Delivery Date<br>(Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost<br>(Includes Discounts) |
|------------------|-------------|---|----------|---------------|------------|------------------------------------|
|------------------|-------------|---|----------|---------------|------------|------------------------------------|

|      |                |            |      |     |           |           |
|------|----------------|------------|------|-----|-----------|-----------|
| 0004 | Barcode Labels | 11/30/2007 | 1.00 | BOX | \$450.000 | \$ 450.00 |
|------|----------------|------------|------|-----|-----------|-----------|

Ref Req No: PR300070098

Funding Information:

- - X303 - 9 - 07 - 254T - - 40MIS0 - 1600 - 07 - 3000761 - - - - -

\$450.00

|      |                           |            |      |    |             |             |
|------|---------------------------|------------|------|----|-------------|-------------|
| 0005 | Documentation and Support | 11/30/2007 | 1.00 | YR | \$4,250.000 | \$ 4,250.00 |
|------|---------------------------|------------|------|----|-------------|-------------|

50 hours/\$85.00

Ref Req No: PR300070098

Funding Information:

- - X303 - 9 - 07 - 254T - - 40MIS0 - 1600 - 07 - 3000761 - - - - -

\$4,250.00

**Total Cost:** \$22,205.00

|  |                                    |  |             |
|--|------------------------------------|--|-------------|
|  | <b>Document No.</b><br>DTMA1P07072 | <b>Document Title</b><br>Bartrax Upgrade | Page 7 of 7 |
|--|------------------------------------|--|-------------|

TABLE OF CONTENTS

|  |    |
|--|----|
| COMMERCIAL CLAUSES                                   | 8  |
| 1    Contract Terms and Conditions--Commercial Items | 8  |
| SECTION A -- Solicitation/Contract Form              | 11 |
| A.1    Clauses By Reference                          | 11 |
| SECTION I -- Contract Clauses                        | 12 |
| I.1    Clauses By Reference                          | 12 |

|  |                                    |  |             |
|--|------------------------------------|--|-------------|
|  | <b>Document No.</b><br>DTMA1P07072 | <b>Document Title</b><br>Bartrax Upgrade | Page 8 of 8 |
|--|------------------------------------|--|-------------|

## COMMERCIAL CLAUSES

1      52.212-04      CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS      FEBRUAR  
Y 2007

(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 52.233-01, 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 52.202-01, 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 or any excusable delay, setting for 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. (1) 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 notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

|  |                                    |  |             |
|--|------------------------------------|--|-------------|
|  | <b>Document No.</b><br>DTMA1P07072 | <b>Document Title</b><br>Bartrax Upgrade | Page 9 of 9 |
|--|------------------------------------|--|-------------|

(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 part 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 prompt payment regulations at 5 CFR part 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

|  |                                    |  |               |
|--|------------------------------------|--|---------------|
|  | <b>Document No.</b><br>DTMA1P07072 | <b>Document Title</b><br>Bartrax Upgrade | Page 10 of 10 |
|--|------------------------------------|--|---------------|

(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; 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 52.212-05; (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; and (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.

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|--|------------------------------------|--|---------------|
|  | <b>Document No.</b><br>DTMA1P07072 | <b>Document Title</b><br>Bartrax Upgrade | Page 11 of 11 |
|--|------------------------------------|--|---------------|

SECTION A -- SOLICITATION/CONTRACT FORM

A.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

| <b>Clause</b> | <b>Title</b>                                       | <b>Date</b> |
|---------------|--|-------------|
| 52.219-28     | Post-Award Small Business Program Rerepresentation | June 2007   |

|  |                                    |  |               |
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|  | <b>Document No.</b><br>DTMA1P07072 | <b>Document Title</b><br>Bartrax Upgrade | Page 12 of 12 |
|--|------------------------------------|--|---------------|

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

| <b>Clause</b> | <b>Title</b>                              | <b>Date</b>   |
|---------------|---|---------------|
| 52.219-06     | Notice of Total Small Business Set-Aside  | June 2003     |
| 52.222-50     | Combating Trafficking in Persons          | April 2006    |
| 52.225-01     | Buy American Act - Supplies               | June 2003     |
| 52.225-13     | Restrictions on Certain Foreign Purchases | February 2006 |

# BarTrax: Solutions

*- Enhancing Productivity through Barcode Technology -*

5 March 2007

Jimmi Gleaton  
MARAD/DOT  
400 7th St., SW  
Washington, DC 20590

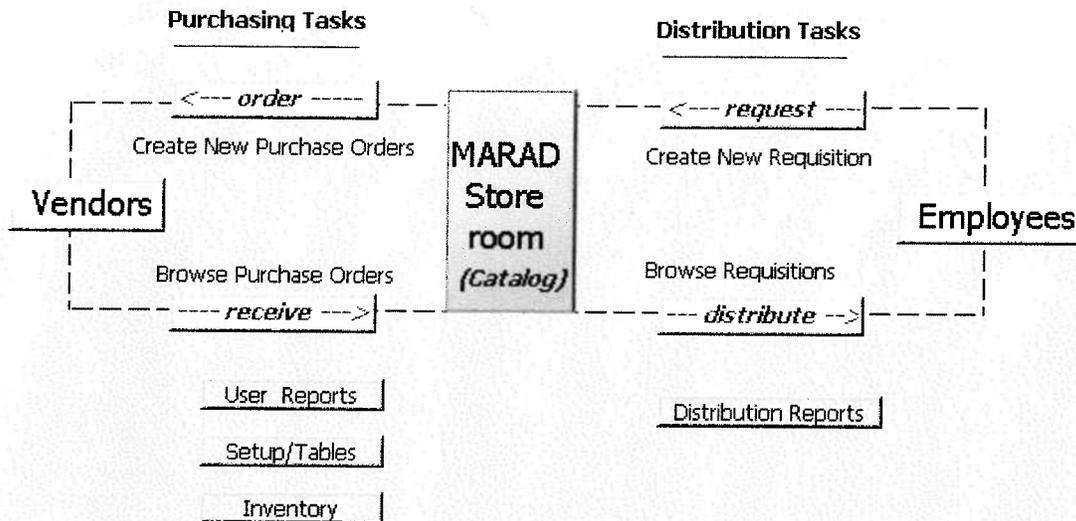
Dear Mr. Gleaton:

BarTrax: Solutions has developed a PC-based application to track the flow of expendable materials through storerooms. The user can record the distribution of materials from the storeroom or clients can review the system catalog to place orders to be delivered or picked up. Barcode scanners can be used to conduct inventories to initially load the system and to periodically verify stock levels. Supply room personnel can generate purchase orders when they place orders to replenish stock levels. Management reports monitor the purchase and distribution of materials and can serve as the basis for a charge-back system monitor expenditures against the budget.

Please accept this proposal to modify our storeroom system to provide MARAD a tracking system for expendable supplies with the following capabilities:

1. Permit client organizations to review a catalog of items available in the storeroom and place a request for those materials. System users would record distributions from the storeroom. The system would provide reports which identify the consumption of materials by organization or by ship.
2. Record orders for materials to replenish the storeroom and generate purchase order reports. Record the receipt of ordered materials. Generate reports which identify the procurement of materials during the budget cycle.
3. Based on the receipt and distribution of materials, identify current stock levels.
4. Use a barcode scanner to inventory the contents of the storeroom, generate reports to identify discrepancies, and adjust stock levels to be accurate.

Figure 1: Main Menu



The system is written in Microsoft Access which provides a flexible application to address client needs. Reports and screens are easily customized to reflect naming conventions used by the client organization. The system consists of a database, located on a common server, a core management module operated by supply room personnel, and ordering modules that can be accessed by client organizations.

### Implementation

Installation of the system will require the following steps:

1. Review of the system operations to ensure that the system generates required reports and reflects the client's terminology. There is a significant long-term cost when purchasing a system that uses ambiguous or alien labels to identify the client's organizational structure, the type of materials being controlled, or even the type of transactions that are occurring. Even in the initial phases of implementation, it will take longer for the user to understand the capabilities and operation of the system if they have to learn a new vocabulary.
2. Similar to this, the system reference tables need to be initialized with client information. This includes a list of the system users, the clients who are permitted to withdraw materials, the vendors from whom items are ordered, and the materials that are tracked.
3. Organizing and labeling the storeroom. If it does not already exist, a system of defining the primary and secondary locations in the storeroom must be created and they should be labeled with barcodes. While BarTrax has some labels in stock, new labels may need to be ordered if sufficient stock is not available or the user desires non-generic labels.

4. The catalog of items in the storeroom can be assembled using barcode scanners during an initial inventory. The user can scan the UPC code (or whatever identification number that is used) and when the scanner does not match the previously recorded numbers, the user will be prompted to also add a description of the item and the type of issue unit that is being counted. Records added to the system concerning the unmatched items recorded with the barcode scanner will need to be fleshed out with additional information.

5. User documentation is generic, largely a set of screen shots with instructions. It can be customized to reflect the changes made for the client during implementation. Two user's manuals will be prepared in Microsoft Word format; a Systems Users Manual for the storeroom operator and a Requisition Manual to instruct clients on the procedures to place orders.

It is anticipated that the system will be installed at three locations, Beaumont, Texas, Suisun Bay, CA and James River, VA. Some additional time will be spent task #1 and Task# 5 at the first installation to customize the application to address MARAD operations. Those changes will be incorporated into the next two installations.

#### Preparation for Installation:

To minimize costs, the following tasks can be conducted prior to the site visit:

1. Tasks organization and labeling of the storage area will need to be addressed at each facility. If MARAD will provide floor plans and a description of the way in which the storage areas are organized, BarTrax will provide a recommendation for the manner in which the site should be labeled. Labels can be ordered if they are not in stock.

(Note: The existing storage area identification system can be used and does not need to be labeled with barcodes if the client chooses not to do so.)

2. We will provide programming services to attempt to convert and utilize whatever data that is already available concerning the products in the storeroom.

3. We can provide additional scanners to conduct the initial inventory if the client decides to devote additional manpower to reduce the duration of the inventory.

organization

#### **Hardware**

##### **Wedge Scanner:**

The wedge reader will permit entry of the barcodes into the PC. The device is simply inserted between the connection of the keyboard and PC. Many manufacturers provide this device. The ScanPlus Model 1800 unit normally retails for \$250 from the Intermec Corporation, but I can supply one for \$125.00.

### Portable Scanner:

The portable scanner permits the collection of barcodes during a physical inventory. The barcode scanner units must be initialized prior to delivery. The barcode hardware must include the data collection device, the communication cradle, a power source and a RS232 data cable.

New Units:

The following Intermec models are compatible with the SupplyRoom System:



**Intermec**

Intermec 2410 Scanner Kit (Retail)

\$2561 = Total Cost, comprising of:

\$2050 - T2420A013250 Antares Batch 1

75 69428 Battery Pack , Lithium Ion 1350 mAh 1

285 TD2410A Comm Dock 1

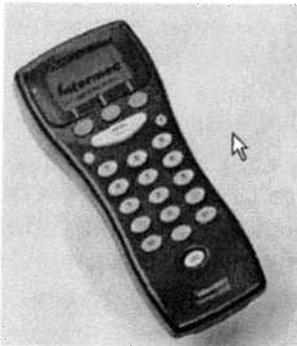
75 65236 Power Supply 1

76 59167 RS232 Cable 1



Refurbished Equipment:

We do purchase used and refurbished Intermec scanners and offer the units to clients at reduced prices. We can offer you the above configuration for a used 2010 scanner at \$1180. The same configuration for a refurbished model 2420 scanner would cost \$1080.



The client may also want to consider the use of Intermec Model 2090 units.

Some of our clients use these models in applications because the minimum 2 MB memory configuration poses less of a risk for security issues. That unit, provided with a 2-unit communications dock and all necessary cabling, is priced at \$550. A second 2090 unit, without the docking station, is priced at \$450. The used equipment is guaranteed for the same period as a new purchase, one year.

**Labels:** Barcode labels can be used to identify storeroom locations and spaces. This ensures that the location information is accurately identified during the inventory. Barcode labels can be used to identify products when items are not labeled with UPC s. Two types of location labels can be used to identify the location and the space within that location. A set of 100, 4-character container barcodes are available at \$20.

**Services:**

Additional support services are available at \$85/hr. These services could be used to customize the software or provide additional training. There is a minimum of charge of 4 hrs. for each on-site visit. Annual maintenance service agreements are available to establish an ordering agreement for a set of 8, 20 or 50 service hours at a reduced hourly cost.

Support services are available for additional consultation, training, and customization at \$85/hour.

**Software Rights:**

MARAD will have to rights to the operation of a single storeroom tracking system at each facility. At each facility, they can distribute or provide unlimited access to the Requisition Module. MARAD has the rights to make changes and re-install to the application, but BarTrax reserves all proprietary rights distribute the application.

A cost proposal is attached. These terms are valid for 60 days from the date of this proposal.

BarTrax is the sole source provider for the referenced system. Please call me at my office in Virginia at (703) 709-7580 if you have any questions regarding the technical or contractual content of this proposal. I look forward to working with you and your organization.

Sincerely,

Paul Myers  
Principal, BarTrax: Solutions  
EIN 54-1592083, DUNS 61-8555023