

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Watch Systems, LLC
For
Sex Offender Management and Notification System**

This Contract is between Watch Systems, LLC. having offices at 516 East Rutland Street, Covington, LA 70433 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor’s GSA Contract No. GSA-35F-0589T.

1.1 This Contract is composed of the following documents:

- 1.1.1 GSA Contract No. GSA-35F-0589T
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Watch Systems LLC, Proposal for “Offenderwatch”
- 1.1.5 Exhibit C, Non-Discrimination Certification (form 0800)
- 1.1.6 Exhibit D, Residence Certification (form 0835)

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GSA Contract No. GSA-35F-0589T, as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor’s Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract will be in effect for an initial term of 12 months and may be extended thereafter for up to three 12-month extension options, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid as indicated in Exhibit B upon successful completion of the Scope of Work, a total Not-to-Exceed amount of \$36,000.00, including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Watch Systems, LLC

John Strain

Printed Name of Authorized Person

John Strain

Signature

National Business Development

Title:

4/21/17

Date:

CITY OF AUSTIN

Bartley Tyler

Printed Name of Authorized Person

Bartley Tyler

Signature

Procurement Specialist I

Title:

4/29/17

Date:

- Exhibit A – Supplemental Terms
- Exhibit B – Watch Systems Proposal for "Offenderwatch"
- Exhibit C – Non-Discrimination Certification
- Exhibit D - Residence Certification

Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be John Strain, Phone: (985) 264-1011, Email: jstrain@watchsystems.com. The City's Contract Manager for the engagement shall be Daniel Dellemonache, Phone: (512) 974-5057, Email: daniel.dellemonache@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

- i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Exhibit B
Watchsystems Offender watch

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- County maps, jurisdictions and prohibited sites configuration
- Agency custom Zones/Beat/Districts from GIS Shape files
- Agency branded web portal, email and special recipient notification
- Professional Services: Consultation, Project Management, Implementation and Training
- Professional and courteous technical support, issue tracking
- Online Training and Webcasts, User Group Support, and access to OffenderWatch® User Conference

SIGNATURES

Agreed to and Accepted by Signature

Date:

PRIMARY AUTHORIZED USERS

Primary Agency Coordinator

Additional Authorized User(s)

Sgt. Jeff Greenwalt
 Travis, Williamson, and Hays County
 Austin Regional Intelligence Center
 (512) 974-5610

APPENDIX A – CASE STUDIES AND CUSTOMER QUOTES



Customer Overview

Colonie NY Police Dept.
USMS NY Northern District
Maricopa County AZ DA

OffenderWatch Solution

Local law enforcement and the US Marshals collaborated in finding an offender using OffenderWatch. OffenderWatch is available to all agencies in Arizona, and most agencies in New York.

Key features used

- Offender Registry
- Offender Search
- National Search
- Verification Calendar
- Sync to State, Federal Registries, NCIC
- Relocation Alerts
- US Marshals Office Alert

Learn More

Watch Systems
985.871.8110
1.888.WATCH12
info@watchsystems.com
www.watchsystems.com



OffenderWatch® Enables Collaboration with US Marshals

Colonie NY Police Dept., Maricopa County AZ, and USMS collaborate on absconded offender

Convicted Rapist Fails Annual Verification

COLONY, NY, June 28, 2013: Offender William D. White is a level 3 offender convicted of First Degree Rape of an 8 year old female. DCJS notified Sgt. Ruff, of the Colonie Police Department, that the offender failed to return the yearly address verification letter sent to his residence. As is standard protocol, Sgt. Ruff executed a home visit and determined that the offender moved out in May. A warrant was issued by Sgt. Ruff for failure to notify his agency.



Absconded Offender Reported to US Marshals

Sgt. Ruff added the warrant information into the OffenderWatch® record and ensured that any information useful in identifying and locating the offender was included in the record. Using the OffenderWatch® USMS alert feature, he sent the lead to the USMS Sex Offender Targeting Center. Marshals Gary Mattison and Roy Wright immediately notified Sgt. Ruff that they received the lead and began creating a case on the offender that day. The US Marshals were able to track and apprehend the offender in a low income housing unit in Phoenix Arizona within one week of receiving the alert. The US Attorney in Maricopa County charged William White with failure to register. The offender is currently being held in Phoenix under Federal Adam Walsh violations.

OffenderWatch Solution Highlights

OffenderWatch® was able to immediately and seamlessly connect law enforcement agencies. Sgt. Ruff and the USMS investigators easily shared critical information to find and build a case that lead to the arrest of a dangerous non-compliant offender. Sgt. Ruff and both Marshal investigators felt that without the networking capabilities of OffenderWatch®, the initial notification and pursuant investigation would have taken much longer. Without this capability, the offender might have had time to move again, staying one step ahead of authorities and presenting a potential risk to the public.



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Hamilton County uses a statewide OffenderWatch solution.

OffenderWatch Solution

Local law enforcement and the US Marshals used historical verification data in OffenderWatch to identify offenders out of compliance.

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- Offender Registry
- Offender Search
- Map Search
- Verification Calendar
- Verification Alerts
- Address History
- Sync to State, Federal Registries, NCIC
- Relocation Alerts
- US Marshal's Office Alert

Learn More

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Compliance Sweep Gets Results

Compliance sweep in Hamilton County results in identification and arrest of rapist

US Marshals Conduct a Compliance Sweep in Ohio

HAMILTON COUNTY OH, July 29, 2013: USMS investigator Bill Taylor conducted a compliance operation in Hamilton County Ohio. The objective was to verify the addresses of 1,300 known registered sex offenders and to interview those offenders to verify compliance with local and federal statutes.



Verification Reports Help Nab Rapist

By utilizing historical offender management data in OffenderWatch®, USMS investigators were able to triage their cases and strategically plan their interviews. In reviewing offender Stanley Lightner's record, the USMS noticed that he was out of compliance for failing to register his primary home address. A warrant was quickly issued and Mr. Lightner was arrested. A DNA sample was not originally taken when the offender was released from prison many years prior. However, it was soon discovered that Mr. Lightner's DNA matched samples taken in two, eighteen year old rape cases. He was subsequently charged with rape in one of those cases and is under investigation in the other.

OffenderWatch Solution Highlights

Without access to the historical address and report information in OffenderWatch®, the USMS Investigator would not have been aware that offender Steven Lightner was out of compliance. This information lead to Lightner's arrest, as well as charges on the two eighteen year old unsolved rape cases. OffenderWatch® also gave the USMS the tools to quickly compile data, reports, and communication with the Hamilton County Sheriff's Office, before, during and after conducting the compliance check.



Customer Overview

USMS National **Sex Offender**
Targeting Center

OffenderWatch Solution

Local law enforcement can use verification alerts in OffenderWatch USMS Alerts to quickly notify the US Marshals.

Key features used

- Offender Registry
- Verification Alerts
- US Marshal's Office Alert
- Sync to State, Federal Registries, NCIC
- Relocation Alerts

Benefits of USMS alert

- Streamlined communication between local agency and USMS
- Better quality leads sent to the US Marshals

Results

- Over 900 leads sent to USMS
- 60 arrest made since 2012
- 251 open leads being worked
- 87 US Marshals use OffenderWatch®

Learn More

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Watch Systems Partners with US Marshal Service

OffenderWatch link to USMS helps local law enforcement report absconded offenders

Watch Systems and US Marshals Work Together

In 2011, Watch Systems partnered with the United States Marshal Service and gave access to OffenderWatch® to all 94 judicial districts across the United States. The main objectives are to increase leads on absconded sex offenders, increase the amount of warrants issued on the absconded offenders, as well as facilitate better data sharing and communication with local law enforcement.

Process before OffenderWatch®

Local law enforcement agencies would either have to fax in, or email absconded sex offender information to their local USMS. Many times local agencies were not aware of whom their local Marshal was, and information was being sent to the incorrect Marshal. Once the lead did reach the appropriate Marshal, the local agency would then have to go into their databases and generate reports and gather historical information based off of the USMS request. This information would then either be emailed, faxed, or physically mailed back to the USMS.

Process with OffenderWatch®

When an offender has absconded and a local agency would like to send the information to the USMS for their review, the user clicks on the "Alert US Marshal" button within the offender's record. This automatically generates an email to one of the 8 Regional Chiefs across the US. Once the chief has reviewed the lead, they will forward this down to the SOPC for their review. The SOPC will then log onto OffenderWatch®, and review all of the data that has already been captured by the managing agency, as well as any other previous managing agency. USMS marshal users can also run reports, generate forms, and gather historical information that is important in their review. The USMS also has access to put the offender into a USMS specifically designed "status." Any updates that are made by the USMS will automatically trigger a System Message back to the local user.

Benefits of OffenderWatch®

Now with the partnerships between the USMS and Watch Systems, local agencies are saving much of their valuable time gathering information and sending it over to the USMS. The partnership has also reduced some confusion in that both the officer and the USMS are sharing and updating information on 1 offender record. Since the USMS has gone live with OffenderWatch®, there have been over 90 arrests, made on absconded sex offenders



Customer Overview

Greenville County Sheriff's Office

OffenderWatch Solution

Local law enforcement uses email notification to schools, daycares and the public.

Key features used

- Offender Registry
- Special Recipients List
- Email Alerts
- Email Safety Tips
- Optional low cost post cards

Results

- 3 weeks work cut to seconds
- Schools, daycares, and public are immediately up to date instead of annually
- Public can sign up for alerts and safety tips

Learn More

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www.watchsystems.com



Greenville South Carolina Frees Valuable Resources

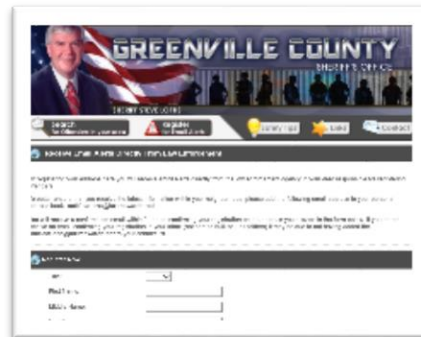
OffenderWatch email alerts save time and keep the schools and the public informed

It took weeks to prepare expensive notifications

Since 2000, Greenville County schools and daycares have been notified of every registered sex offender that lives within one half mile of their facilities on an annual basis. However, Beverly Pettit, SOR Unit Coordinator for the Greenville County Sheriff's Office, who manages this task, could not determine which offenders resided within the prescribed radius of each school and daycare. To ensure compliance, Beverly would spend over 3 weeks creating more than 400 packets containing all the offender data on all of the almost 700 registered offenders in the county. She would then manually mail these packets to all daycares and schools in their jurisdiction.

OffenderWatch® email notification enables

The Greenville County Sheriff's Office was one of the first agencies to implement OffenderWatch® in South Carolina. Beverly soon discovered the benefits of an integrated offender management system. Beverly found she could use the system to sign up schools and daycares for special email notifications. The email now gives schools and daycares instant notification of new offenders that have moved within the prescribed radius. They also have access to current information on offenders residing, working, or volunteering in their area.



Benefits of OffenderWatch®

"This has cut a task that had previously taken over three weeks to finish, down to virtually no time at all. Now when a new offender moves within proximity to a school or daycare it does the notification automatically by email. It also allows schools to access details on offenders including photographs and mapping information which shows them their proximity to the offender's home. The only thing I now have to do is ensure that any new school or daycare gets set up for these notifications. Even the radius is set automatically. These features allow for a more informed community, which ultimately leads to a safer Greenville County," Said Mrs. Pettit.

USERS RAVE ABOUT OFFENDERWATCH®

Vermont

"Vermont is very excited at having become a part of the OffenderWatch® program ... So far your system has resulted in many positive improvements and functionality for our Sex Offender Registry. We are extremely pleased with the base program and the add-on programs that we purchased.... I would like to point out that your team in its entirety was very courteous, conscientious and patient as we adjusted your software to Vermont's somewhat unique needs. They were always polite and helpful in seeking options and solutions for our sometimes perplexing circumstances. Overall I have to give them very high marks for their professionalism. While, as in any project of this nature, there were occasional bumps in the road, there was never any doubt about their dedication and their commitment to getting Vermont up and running on OffenderWatch®. They leave us with a comfortable feeling that the program will be around for a long time to come, and maintained by highly qualified and professional personnel. My most sincere appreciation for all their efforts to date. Kudos to all involved in this project," says Bruce A. Parizo, Deputy Director for Vermont Crime Information Center.

Alabama

"OffenderWatch® has been an instrumental tool in tracking sex offenders in Marshall County, Alabama. In the past year alone, without the utilization of this technology, our office would not have been able to apprehend several missing sex offenders. Without hesitation, the top notch support provided by the staff of OffenderWatch® is to be commended," said Tina Brown, Sex Offender Compliance Officer, Marshall County Sheriff's Office.

Washington

"The quick verification entry is wonderful. Updating the transients (who report weekly) used to be very time consuming, the quick verification has been a great time saver," said Gaylynn Wilke, Pierce County, WA.

Kansas

"I think the biggest "WOW" is the alerts/messages we can put with a person or a date or just about anything. When you have someone that may be lost in the day to day shuffle, an alert/message pops up to remind you that a particular person needs your attention. I really like the database. There are so many ways to look up and search information and pull that information into reports, it just unequaled in law enforcement today. When we were considering OffenderWatch®, we approached our IT folks and they said they couldn't come close to matching OffenderWatch® for everything it does. It just makes managing this group of citizens much easier," said Michael Oliver Sedgwick County, KS.

Indiana

"I think the data export and search capabilities. Being able to export the data you put into the system is a great tool. If we get to the point where we can export photos too, the possible reports we could populate would be endless," said Jeff Shimkus Allen County, IN.

Florida

"I have a few WOWS, but my very favorite is the manage verification screen and being able to search for specific dates to see when our offenders had their last address verification (as well as being able to print out the verification calendar). I also love the search ability features where I can narrow down my search to more specifics to try to locate an offender." Lily Efird Volusia County, FL.

Nevada

"My favorite portion of Offender Watch is the public side of our site because it's so important to inform the community of sex offender whereabouts and the community email notifications," said Kristen Zidzik Las Vegas Metro, NV.

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this April day of 21, 2017

CONTRACTOR

Authorized Signature

Title

Watch Systems LLC

Johnathan

National Business Development

Exhibit D
City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: Non resident Bidder

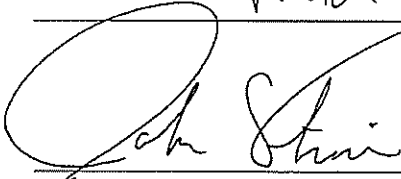
- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: Yes Which State: Louisiana

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: Not applicable to software

Bidder's Name: Watch Systems LLC

Signature of Officer or Authorized Representative:  Date: 4/21/17

Printed Name: John Strain

Title: National Business Development

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Compliance sweep in Hamilton County results in identification and arrest of rapist

US Marshals Conduct a Compliance Sweep in Ohio

HAMILTON COUNTY OH, July 29, 2013: USMS investigator Bill Taylor conducted a compliance operation in Hamilton County Ohio. The objective was to verify the addresses of 1,300 known registered sex offenders and to interview those offenders to verify compliance with local and federal statutes.



Verification Reports Help Nab Rapist

By utilizing historical offender management data in OffenderWatch®, USMS investigators were able to triage their cases and strategically plan their interviews. In reviewing offender Stanley Lightner's record, the USMS noticed that he was out of compliance for failing to register his primary home address. A warrant was quickly issued and Mr. Lightner was arrested. A DNA sample was not originally taken when the offender was released from prison many years prior. However, it was soon discovered that Mr. Lightner's DNA matched samples taken in two, eighteen year old rape cases. He was subsequently charged with rape in one of those cases and is under investigation in the other.

OffenderWatch Solution Highlights

Without access to the historical address and report information in OffenderWatch®, the USMS Investigator would not have been aware that offender Steven Lightner was out of compliance. This information lead to Lightner's arrest, as well as charges on the two eighteen year old unsolved rape cases. OffenderWatch® also gave the USMS the tools to quickly compile data, reports, and communication with the Hamilton County Sheriff's Office, before, during and after conducting the compliance check.



Customer Overview

USMS National **Sex Offender**
Targeting Center

OffenderWatch Solution

Local law enforcement can use verification alerts in OffenderWatch USMS Alerts to quickly notify the US Marshals.

Key features used

- Offender Registry
- Verification Alerts
- US Marshal's Office Alert
- Sync to State, Federal Registries, NCIC
- Relocation Alerts

Benefits of USMS alert

- Streamlined communication between local agency and USMS
- Better quality leads sent to the US Marshals

Results

- Over 900 leads sent to USMS
- 60 arrest made since 2012
- 251 open leads being worked
- 87 US Marshals use OffenderWatch®

Learn More

Watch Systems

985.871.8110

1.888.WATCH12

info@watchsystems.com

www.watchsystems.com



Watch Systems Partners with US Marshal Service

OffenderWatch link to USMS helps local law enforcement report absconded offenders

Watch Systems and US Marshals Work Together

In 2011, Watch Systems partnered with the United States Marshal Service and gave access to OffenderWatch® to all 94 judicial districts across the United States. The main objectives are to increase leads on absconded sex offenders, increase the amount of warrants issued on the absconded offenders, as well as facilitate better data sharing and communication with local law enforcement.

Process before OffenderWatch®

Local law enforcement agencies would either have to fax in, or email absconded sex offender information to their local USMS. Many times local agencies were not aware of whom their local Marshal was, and information was being sent to the incorrect Marshal. Once the lead did reach the appropriate Marshal, the local agency would then have to go into their databases and generate reports and gather historical information based off of the USMS request. This information would then either be emailed, faxed, or physically mailed back to the USMS.

Process with OffenderWatch®

When an offender has absconded and a local agency would like to send the information to the USMS for their review, the user clicks on the "Alert US Marshal" button within the offender's record. This automatically generates an email to one of the 8 Regional Chiefs across the US. Once the chief has reviewed the lead, they will forward this down to the SOPC for their review. The SOPC will then log onto OffenderWatch®, and review all of the data that has already been captured by the managing agency, as well as any other previous managing agency. USMS marshal users can also run reports, generate forms, and gather historical information that is important in their review. The USMS also has access to put the offender into a USMS specifically designed "status." Any updates that are made by the USMS will automatically trigger a System Message back to the local user.

Benefits of OffenderWatch®

Now with the partnerships between the USMS and Watch Systems, local agencies are saving much of their valuable time gathering information and sending it over to the USMS. The partnership has also reduced some confusion in that both the officer and the USMS are sharing and updating information on 1 offender record. Since the USMS has gone live with OffenderWatch®, there have been over 90 arrests, made on absconded sex offenders



Customer Overview

Greenville County Sheriff's Office

OffenderWatch Solution

Local law enforcement uses email notification to schools, daycares and the public.

Key features used

- Offender Registry
- Special Recipients List
- Email Alerts
- Email Safety Tips
- Optional low cost post cards

Results

- 3 weeks work cut to seconds
- Schools, daycares, and public are immediately up to date instead of annually
- Public can sign up for alerts and safety tips

Learn More

Watch Systems

985.871.8110
1.888.WATCH12

info@watchsystems.com

www.watchsystems.com



Greenville South Carolina Frees Valuable Resources

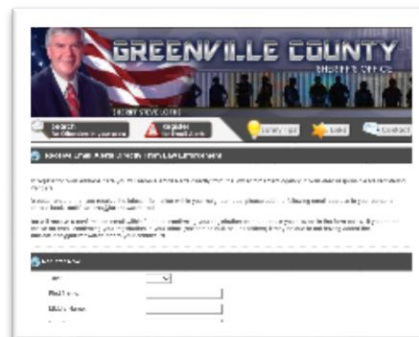
OffenderWatch email alerts save time and keep the schools and the public informed

It took weeks to prepare expensive notifications

Since 2000, Greenville County schools and daycares have been notified of every registered sex offender that lives within one half mile of their facilities on an annual basis. However, Beverly Pettit, SOR Unit Coordinator for the Greenville County Sheriff's Office, who manages this task, could not determine which offenders resided within the prescribed radius of each school and daycare. To ensure compliance, Beverly would spend over 3 weeks creating more than 400 packets containing all the offender data on all of the almost 700 registered offenders in the county. She would then manually mail these packets to all daycares and schools in their jurisdiction.

OffenderWatch® email notification enables

The Greenville County Sheriff's Office was one of the first agencies to implement OffenderWatch® in South Carolina. Beverly soon discovered the benefits of an integrated offender management system. Beverly found she could use the system to sign up schools and daycares for special email notifications. The email now gives schools and daycares instant notification of new offenders that have moved within the prescribed radius. They also have access to current information on offenders residing, working, or volunteering in their area.



Benefits of OffenderWatch®

"This has cut a task that had previously taken over three weeks to finish, down to virtually no time at all. Now when a new offender moves within proximity to a school or daycare it does the notification automatically by email. It also allows schools to access details on offenders including photographs and mapping information which shows them their proximity to the offender's home. The only thing I now have to do is ensure that any new school or daycare gets set up for these notifications. Even the radius is set automatically. These features allow for a more informed community, which ultimately leads to a safer Greenville County," Said Mrs. Pettit.

USERS RAVE ABOUT OFFENDERWATCH®

Vermont

"Vermont is very excited at having become a part of the OffenderWatch® program ... So far your system has resulted in many positive improvements and functionality for our Sex Offender Registry. We are extremely pleased with the base program and the add-on programs that we purchased.... I would like to point out that your team in its entirety was very courteous, conscientious and patient as we adjusted your software to Vermont's somewhat unique needs. They were always polite and helpful in seeking options and solutions for our sometimes perplexing circumstances. Overall I have to give them very high marks for their professionalism. While, as in any project of this nature, there were occasional bumps in the road, there was never any doubt about their dedication and their commitment to getting Vermont up and running on OffenderWatch®. They leave us with a comfortable feeling that the program will be around for a long time to come, and maintained by highly qualified and professional personnel. My most sincere appreciation for all their efforts to date. Kudos to all involved in this project," says Bruce A. Parizo, Deputy Director for Vermont Crime Information Center.

Alabama

"OffenderWatch® has been an instrumental tool in tracking sex offenders in Marshall County, Alabama. In the past year alone, without the utilization of this technology, our office would not have been able to apprehend several missing sex offenders. Without hesitation, the top notch support provided by the staff of OffenderWatch® is to be commended," said Tina Brown, Sex Offender Compliance Officer, Marshall County Sheriff's Office.

Washington

"The quick verification entry is wonderful. Updating the transients (who report weekly) used to be very time consuming, the quick verification has been a great time saver," said Gaylynn Wilke, Pierce County, WA.

Kansas

"I think the biggest "WOW" is the alerts/messages we can put with a person or a date or just about anything. When you have someone that may be lost in the day to day shuffle, an alert/message pops up to remind you that a particular person needs your attention. I really like the database. There are so many ways to look up and search information and pull that information into reports, it just unequaled in law enforcement today. When we were considering OffenderWatch®, we approached our IT folks and they said they couldn't come close to matching OffenderWatch® for everything it does. It just makes managing this group of citizens much easier," said Michael Oliver Sedgwick County, KS.

Indiana

"I think the data export and search capabilities. Being able to export the data you put into the system is a great tool. If we get to the point where we can export photos too, the possible reports we could populate would be endless," said Jeff Shimkus Allen County, IN.

Florida

"I have a few WOWS, but my very favorite is the manage verification screen and being able to search for specific dates to see when our offenders had their last address verification (as well as being able to print out the verification calendar). I also love the search ability features where I can narrow down my search to more specifics to try to locate an offender." Lily Efird Volusia County, FL.

Nevada

"My favorite portion of Offender Watch is the public side of our site because it's so important to inform the community of sex offender whereabouts and the community email notifications," said Kristen Zidzik Las Vegas Metro, NV.



C

ontractor Information

(Vendors) [How to change your company information](#)

Contract #:	GS-35F-0589T	Socio-Economic :	Small business
Contractor:	WATCH SYSTEMS, L.L.C.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	516 E RUTLAND COVINGTON, LA 70433-3219	Govt. Point of Contact:	
Phone:	9858718110	Kofi B. Amoa-Mensah	
E-Mail:	lluzynski@watchsystems.com	Phone: 703-605-3576	
Web Address:	http://www.watchsystems.com	E-Mail: kofi.amoa-mensah@gsa.gov	
DUNS:	110482101	Contract Clauses/Exceptions:	
NAICS:	511199	View the specifics for this contract	

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0589T		Oct 8, 2017	132 51	<div><div>COOP PURCH</div><div>DISAST PURCH</div><div>GSA Advantage!</div></div>



**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Implementation Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services , Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Watch Systems

516 E Rutland St, Covington, LA 70433

985-871-8110

www.watchsystems.com

Contract Number : _____

Period Covered by Contract _____

General Services Administration

Federal Supply Service

Pricelist current through Modification # _____, date _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

Watch Systems

516 E Rutland St., Covington, LA 70433

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

985-871-8110

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 11-048-2101

Block 30: Type of Contractor - B_

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 72-1475068

4a. CAGE Code: 377Q3

4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-51

_____ Days

_____ Days

Because these are services, delivery depends on size and scope of order and is negotiable for each order.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0 % - _____ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity- none
- c. Dollar Volume – none
- d. Government Educational Institutions - none
- e. Other – no other discounts are applied

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: not applicable.

10. Small Requirements:

The minimum dollar value of orders to be issued is \$100.00.

11. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS.

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS)

should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal

liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and

capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for

quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.watchsystems.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION
(JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION
TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM
NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Project Manager

Experience: One (1) years of Project Management experience. Requires competence in all phases of project management including project planning, resource allocations and deliverables management. Knowledge of project management concepts and methodologies.

Functions: Responsible for achieving all the goals and milestones associated with systems projects. Oversees the analysis, design, execution and support of the entire project.

Education: Bachelor's Degree in a related field

Senior Systems Analyst

Experience: Two (2) years of Systems Analysis experience. Experience in detailed requirements gathering and extensive user interface. Knowledge of project management concepts and methodologies.

Functions: Specifies computer system requirements of large difficult business problems. Typically responsible for "owning" specific business problems or initiatives.

Education: Bachelor's Degree in a related field or experience equivalent

Senior IT Consultant

Experience: Two (2) years of Systems Analysis experience. Experience in multiple aspects of the business process and the system development life cycle.

Functions: Providing technical or functional expertise during the analysis, development and implementation of information systems. Programming in VB, PHP, ASP or like languages for end product use. Supervise and review work of IT consultants.

Education: Bachelor Degree in a related field or experience equivalent

IT Consultant

Experience: One (1) year of Systems Analysis experience. Experience in multiple aspects of the business process and the system development life cycle.

Functions: Performs Business requirements analysis, recommends selection of software, develops proposals for consulting services and manages the execution of projects. Focused on a goal or end-state. Programming in VB, PHP, ASP or like languages for end product use.

Education: Bachelor's Degree in a related field or experience equivalent.

Network Administrator

Experience: One (1) years of Network administration experience. Experience in all aspects of LAN environments, some exposure to WAN.

Functions: Installs and maintains LAN hardware and software. Troubleshoots network issues and provides daily support to end uses and operational staff.

Education: Associate's Degree in a related field or experience equivalent

Senior DataBase Administrator

Experience: One (1) years of database administration experience. Experience in supporting multiple databases in a complete system environment (Development, testing, Production).

Functions: Administers and controls data resources, including multiple relational databases. Performs physical and logical database design. Works with system administrators and uses data dictionary software packages to insure data integrity and security.

Education: Bachelor's Degree in a related field or experience equivalent.

Help Desk Technician /Customer Support

Experience: One (1) year of providing technical support to end users. General knowledge of computing environment with specific knowledge of Microsoft Office products and use, knowledge of basic networking concepts.

Functions: Provide first level customer telephone support for computer systems. Support includes software and hardware troubleshooting. Track user requests from ticket creation to completion and closure.

Education: High school diploma.

Help Desk Manager

Experience: One (1) year of providing technical support to end users for hardware and software. Expert knowledge of computing environment with detailed knowledge of Microsoft Office products and use, networking concepts and specific expertise in the management of trouble ticket software.

Functions: Provide guidance and direction for the team providing first level customer telephone support for computer systems. Collect and report standard call center statistics to senior management including average time to answer, time in queue, etc. Utilizes applications to analyze and track user requests from ticket creation to completion and closure.

Education: High school diploma.

GIS specialist

Experience: One (1) years of working with GIS software and analyzing data dictionary needs as well as graphic presentation of maps.

Functions: Works with systems analysts and programmers to create and edit all application and systems documentation Updates data dictionary as needed for street and postal changes. Makes boundary changes for underlying GIS boundary layers.

Education: Bachelor's Degree in a related field or experience equivalent.