

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

1 REQUISITION NUMBER: PAGE OF 1 34
 2 CONTRACT NO: KSHQDC-07-D-00041
 3 AWARD EFFECTIVE DATE: 08/08/2007
 4 ORDER NUMBER
 5 SOLICITATION NUMBER
 6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL: Frank Rumph
 8 TELEPHONE NUMBER (NO COLLECT CHRG): 202-447-5588
 9 OFFER DUE DATE/LOCAL TIME

9 ISSUED BY: U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Dept. Operations Acquisition Div.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528
 CODE: DHS/OPO/DEPT
 10 THIS ACQUISITION IS:
 UNRESTRICTED OR X SET ASIDE (00.00 % FOR)
 X SMALL BUSINESS EMERGING SMALL BUSINESS
 NAICS: HUBZONE SMALL BUSINESS
 SIZE STANDARD: SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (8A)

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: Net 30
 SEE SCHEDULE
 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)
 13b RATING
 14 METHOD OF SOLICITATION: RFP-Q IFB RFP

15 DELIVER TO: Department of Homeland Security
 245 Murray Lane
 Bldg. 410
 Washington DC 20528
 CODE: DHS
 16 ADMINISTERED BY: U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Dept. Operations Acquisition Div.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528
 CODE: DHS/OPO/DEPT.0

17a CONTRACTOR/OFFEROR: US TRANS LOGISTICS INC
 201 RITCHIE ROAD BLDG B
 CAPITOL HEIGHTS MD 207433629
 CODE: 0911297540000 FACILITY CODE:
 17b PAYMENT WILL BE MADE BY: Department of Homeland Security
 Departmental Operations Branch
 Room 3621
 245 Murray Lane, SW
 Building 410
 Washington DC 20528
 CODE:

17c 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
	Tax ID Number: 52-2191902 DUNS Number: 091129754+0000 Period of Performance: 08/08/2007 to 08/07/2012 The Contractor shall provide Sedan Services in accordance with the Performance Work Statement (PWS) and Attachment A. Department of Labor Wage Determination 2005-2103 Rev. 4 dated July 5, 2007 is hereby incorporated by reference. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA: Funding will be obligated under individual task orders.
 26 TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

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

X 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: *Gloria D. Meagher*
 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Victoria D. Short*
 30b NAME AND TITLE OF SIGNER (Type or print): GLORIA D. MEAGHER, PRESIDENT
 31b NAME OF CONTRACTING OFFICER (Type or print): Victoria D. Short
 30c DATE SIGNED: 8/13/07
 31c DATE SIGNED: 8/15/2007

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Scheduled Shuttle Bus Service Obligated Amount: \$0.00 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(b(4)))	0.00
1001	Scheduled Shuttle Bus Service Amount: (b(4)) (Option Line Item) 06/08/2008 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(b(4)))	
2001	Scheduled Shuttle Bus Service Amount: (b(4)) (Option Line Item) 06/08/2009 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(b(4)))	
3001	Scheduled Shuttle Bus Service Amount: (b(4)) (Option Line Item) 06/08/2010 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION Continued ...	(b(4)))	

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 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42a. RECEIVED BY (Print) 42b. RECEIVED AT (Location) 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00041

PAGE OF
3 34

NAME OF OFFEROR OR CONTRACTOR
US TRANS LOGISTICS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>& RELOCATION SERV</p> <p>Scheduled Shuttle Bus Service Amount: (b(4)) (Option Line Item) 06/08/2011 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV</p> <p>Note: The minimum guarantee for the entire contract term will be 2,500 hours. The maximum guarantee for the entire contract term (including option years) shall not exceed (b(4))</p> <p>The total amount of award: \$7,924,800.00. The obligation for this award is shown in box 26.</p>	(b(4))	

Performance Work Statement

1. **Objective**

The purpose of this Contract is to obtain transportation services for the Department of Homeland Security and its components.

2. **Contracting Officer's Technical Representative (COTR):**

Attn: **Karl Wolfe**
Department of Homeland Security
245 Murray Lane, S.W. Bldg. 410
Washington, DC 20536

3. **Background**

DHS is comprised of eight separate components:

1. Headquarters, (Science & Technology (S&T), Preparedness (PREP), Operations/Intelligence & Analysis (OPS/I&A), Office of Inspector General (OIG), Domestic Nuclear Detection Office(DNDO), United States Visitor & Immigrant Status Indicator Technology (US-VISIT) Program)
2. Transportation Security Administration (TSA)
3. United States Coast Guard (USCG)
4. Customs and Border Protection (CBP)
5. Immigration and Customs Enforcement (ICE)
6. Federal Emergency Management Agency(FEMA)
7. Federal Law Enforcement Training Center (FLETC)
8. United States Secret Service (USSS)

Scheduled Shuttle Service

The DHS shuttle service in the DC Metro area currently consists of eight (8) scheduled routes. The scheduled routes are currently supported by 25-passenger or smaller buses/vans. Currently scheduled services run primarily between the main DHS buildings. While this schedule is sufficient to handle current demand, periodic adjustments may be required to accommodate changes in rider-ship. The use of Shuttle services is limited to the conduct of official business; by definition, this does not include the use of the Shuttle system for transport over all or any portion of an individual's route between home and office. The following individuals are authorized to utilize the DHS sponsored shuttle system in the conduct of official business:

- Individuals possessing a valid DHS identification card (including contractor employees).
- Individuals who are not DHS employees and are attending DHS-sponsored events must be pre-approved through the COTR and names provided to the driver as an authorized rider who may ride the shuttle bus. These individuals must produce a photo ID in order to board the Shuttle. Individuals traveling under a guest authorization are not authorized to escort other guests.

4. **SCOPE OF WORK**

The contractor must provide all personnel, facilities, materials, supplies, vehicles, equipment, fuel, and services necessary to perform transportation support services for DHS and its components in accordance with the standards/requirements stated in Attachments A. Services to be provided include scheduled shuttle as set forth below.

Scheduled Shuttle Services:

Routes - Fixed routes with multiple stops for daily shuttle services between DHS components locations.

Operational Hours - Provide transportation services between the hours of 6:00 a.m. to 8:00 p.m. Monday through Friday, may include Federal holidays and other situations where the Government may be closed.

Temporary Disruption of Essential Services in the DC Area

Temporary disruption of scheduled daily routines will occur due to such things as inclement weather, demonstrator protests, street closures, construction, major traffic congestion, etc., with a vast majority of disruptions caused by inclement weather. While some of these incidents will be specific to fleet operations, others will affect the entire agency, and will in turn lead to late starts, early dismissals, intermittent disruptions or total cancellation of normal DHS operations. Formal decisions to delay, suspend or cancel operations in the DC area will generally be made and announced by the Office of Personnel Management(OPM), but may also be made internally for the DHS by DHS Management. Federal Government operating status for the DC metropolitan area may be obtained from the OPM website at www.opm.gov.

In the event OPM announces full-day closure of the Federal Government, the Contractor may assume that shuttle services will not be required for that day, but that some level of sedan/courier service will be required. Historically, on days that the government is closed, approximately 75% of previously scheduled sedan/courier trips for that day are cancelled. In all other instances (such as delayed opening and early closure), the Contractor will assume that all functions defined within the scope of this PWS will be required at full performance level.

At the COTR’s discretion and direction, the Contractor’s daily operations may be curtailed or ceased based on hazardous conditions that would impinge upon the safety of Contractor personnel or DHS passengers.

5. Security

All Managers and Operational personnel performing under the resulting contract(s) will be required to meet the security requirements identified in Attachment A at the time of full performance.

6. Deliverables

In the day-to-day performance of the work efforts required hereunder, the Contractor will be required to develop reports. While DHS cannot predict the numbers and types of documents that may be required in a given month, the following table provides an estimate of the types of documentation the Contractor can expect to produce during the period of performance of this contract.

Document Type	Frequency	Total Copies
Summary Operational Data(Shuttle)	Weekly	3
Summary Operational Data(Shuttle)	Monthly	3
Ridership	Annually	1
Accident Report (SF 91)	As Required	2
Phase Out Transition Plan	As Required	2

The due dates for the above reports will be determined at the time of award and will be coordinated between the COTR, Contracting Officer and Contractor. Reporting requirements may change with a minimum two (2) weeks notice to the Contractor.

Summary Operational Data:

Shuttle Services

- Name of Route
- Passenger capacity of each vehicle and the actual number of passengers transported
- Actual Start Date/Time of run (each day)
- Actual End Date/Time of run (each day)
- Pick-Up and Drop-Off locations

The Contractor must maintain a physical count of the number of passengers riding the Shuttles on each run of each route. The Contractor will maintain the daily tally sheets showing how many passengers entered and exited the buses at each stop, with totals for each stop each day, and aggregate-totals for the five-day period. Finally, grand totals will be tallied by route with daily and weekly totals.

Annual Rider-Ship Report

The Contractor must provide, in Microsoft Excel® format, the following information:

- Number of sedan/courier trips and total passengers transported each month and for the year, separated by those occurring during and after normal DHS hours of operation
- Number of after hours trips and total hours of support provided, separated by office supported
- Number of Dedicated Driver trips and total hours driven, separated by office supported and by those occurring during and after normal DHS hours of operation
- Number of Shuttle passengers transported. This will be supported by the full detail of the quarterly count

Mishap/Accident Reporting

- (a) The Contractor will immediately report to the local police department all vehicular accidents, regardless of the severity of the accident, amount of damage, or party at fault. The Contractor will obtain copies of any police reports, to include a copy of all witness statements and citations issued relative to the accident when available. Copies of all documentation related to the accident will be provided to the COTR with a formal written report as addressed below. The Contractor will send a representative to the scene of the accident. Digital pictures will be taken of the accident scene, and will be provided to the COTR as part of the final formal report.
- (b) The Contractor must report to the COTR all accidents and mishaps (e.g. contractor personnel and/or passengers) that occur while the Contractor is performing any function under the confines of this PWS, regardless of whether or not injuries are involved or who is at fault.
- (c) Initial Contractor notification to the COTR will be by email within one-half hour of the event during business hours, and by telephone within one-half hour of the event after business hours, followed by a email report by 9:00 a.m. the following workday. Initial reports to the COTR will include basic **factual** information such as time/location of the incident, injuries,

identification of the vehicles and the names of the parties involved, names of all Department of Homeland Security employees in the vehicle, and verification that local police were notified and responded to the scene. *In no circumstances will the Contractor state an opinion as to who was at fault for the accident in the written initial report, unless that statement is supported by an official police report.*

- (d) The Contractor will provide the COTR with a formal written report of the accident. The formal report will include a copy of all relevant documentation, to include driver/witness statements, police reports and a properly completed SF 91, *Operator's Report of Motor Vehicle Accident* (or equivalent).

Phase Out Transition Plan

The incumbent will be required to provide a Phase Out Transition Plan that illustrates how the Offeror will provide a seamless transition between the incumbent and the successor contractor to insure minimal disruption of the governments activities at the request of the COTR.

7. Post Award Conference

The Contractor shall meet with the Government COTR, the Contracting Officer, and the Program Manager within five (5) working days of contract award, before performance commences under this contract. This meeting will be conducted to identify primary points of contact, scope of efforts, and task(s).

8. Formal Reviews

DHS will periodically evaluate contractor performance in accordance with contract requirements and standards. The Contracting Officer and COTR will meet with the Contractor on a quarterly basis to discuss the contractor's performance. The Contractor shall prepare brief presentations, to include handouts. The meeting location will be identified in each task order(s). DHS will obtain the results of the formal reviews from the DHS components.

9. Government Quality Assurance

The Contracting Officer or designee and COTR will inspect Contractor performance for compliance with contract terms throughout the contract period. Evaluation will be based on the Contractor's compliance with the requirements set forth in **Attachment A: Performance Requirements Summary**. The Government intends to monitor the Contractor's performance under this contract by performing checks as contained in contract administration surveillance plans. Typical procedures include

random sampling, planned sampling, scheduled inspections, observations, and validated customer comments and customer satisfaction surveys.

Contract Deficiency Reports

When the Contractor's performance is unsatisfactory, the COTR will issue a Contract Deficiency Report (CDR). The Contractor shall reply to the COTR in writing within ten calendar days from the date of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

Participation in Government Quality Assurance

In addition to performing Contractor quality control, the Contractor may participate in Government quality programs; e.g., Integrated Process Teams (IPT), partnering, and other team building activities to achieve continuous quality improvement.

10. Invoicing

The Contractor shall submit invoices by the 10th day following the end of each month. Two copies shall be submitted to the COTR for review, processing, and acceptance.

CONTRACT ADMINISTRATION DATA

Contract Administration: All contract administration matters will be handled by the following individuals:

a. **Contacts:**

Frank Rumph , Contract Specialist
Office of Procurement Operations
7th and D
245 Murray Lane, SW
Bldg. 410
Washington, DC 20528
Frank.Rumph@dhs.gov

Victoria Short, Contracting Officer
Office of Procurement Operations
7th and D
245 Murray Lane, SW
Bldg. 410
Washington, DC 20528
Victoria.Short@dhs.gov

All components under the Department of Homeland Security (DHS) are authorized to order under this contract by a warranted Contracting Officer. The Contracting Officer of each Component is responsible for their Task Order Administration.

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jan 2005)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)

(Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

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

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

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by third Party (May 1999) (31 U.S.C. 3332).

X (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

—(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 30,480 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 62,400 hours;

(2) Any order for a combination of items in excess of 115,919 hours; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the expiration of the base period or any option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years or sixty (60) months.

FAR 52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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 address: <http://www.arnet.gov/far/>. Homeland Security Acquisition Regulation (HSAR) may be accessed electronically at this address: <http://www.dhs.gov>.

Clause	Title	Date
FAR 52.202-1	Definitions	July 2004
FAR 52.203-5	Covenant Against Contingent Fees	April 1984

FAR 52.203-7	Anti-Kickback Procedures	July 1985
FAR 52.204-2	Security Requirements	August 1996
FAR 52.223-14	Toxic Chemical Release Reporting	August 2003
FAR 52.232-1	Payments	April 1984
FAR 52.233-4	Applicable Law for Breach of Contract Claim	October 2004
FAR 52.244-6	Subcontracts for Commercial items	December 2004
HSAR 3052.209-70	Prohibition On Contracts with Corporate Expatriates	June 2006
HSAR 3052.219-70	Small Business Subcontracting Plan Reporting	June 2006
HSAR 3052.219-7.1	DHS Mentor Protégé Program	June 2006
HSAR 3052.219-72	Evaluation of Prime Contractor in the DHS Mentor Protégé Program	June 2006
HSAR 3052.242-71	Dissemination of Contract Information	Dec 2003

**HSAR 3052.209-70 Prohibition on Contracts with Corporate Expatriates
(DEC 2003)**

a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) **Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: ___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

HSAR 3052.209-72 Organizational Conflict of Interest (June 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting [“contracting officer shall insert description here”].

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

- (f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.
- (g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

**HSAR 3052.242-72-Contracting Officer's Technical Representative (COTR)
(DEC 2003)**

- (a) The Contracting Offer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of the technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(This section is intentionally left blank)

Attachment A - PERFORMANCE REQUIREMENTS SUMMARY

1. PERFORMANCE REQUIREMENTS SUMMARY (PRS). The purpose of this Technical Exhibit is to define performance evaluation and payment formula based on actual levels of performance. The PRS Chart contains five (5) categories of information as defined below.

Column A – Ref No. Sequential number for reference purposes.

Column B – PWS Para. Refers to the section in the Performance Work Statement (PWS), to which the required service is described.

Column C - CLIN. Refers to the CLIN(s) in RFP Section B, to which the standard applies.

Column D - Requirement. Contains the required services from the Performance Work Statement that the Government will monitor. The absence of any contract requirement from the PRS shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of the contract, including the clauses titled "Inspection of Services" and "Defaults."

Column E - Performance Standard. Defines the standard of performance for each listed service.

Column F - Acceptable Quality Level (AQL). Sets forth the minimum standards that must be met for the government to consider the services acceptable. It represents the minimal acceptable performance goal for each required service. The total number of defectives found, not just those in excess of the reject level, is used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 95 percent of the sample, determines the percentage of the lot found acceptable.

2. GOVERNMENT QUALITY ASSURANCE. Contractor performance will be compared to the contract standards and performance requirements (PRs). As defined in the Quality Assurance Surveillance Plan (QASP), the government may use a variety of surveillance methods to evaluate the contractor's performance to determine if it meets the contract standards. Only one method will be used at a time to evaluate a listed service during an inspection period for payment computation purposes. The methods of surveillance that may be used are:

2.1. Random sampling of recurring service outputs using statistically acceptable sampling plans,

Attachment A - PERFORMANCE REQUIREMENTS SUMMARY

2.2. One hundred percent surveillance of the output items.

2.3. Periodic surveillance of processes and output items (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of contractor performance.

2.4. Customer complaints, which relies on the user of the service and/or product to identify deficiencies. The complaints are then investigated and validated by the contracting officer. This is highly applicable to services provided in quantity and where quality is highly subjective. It is assumed that the user complaints will generate many of the unscheduled periodic inspections.

2.5. Direct Observation of services used to survey the requirements. Observations can be performed periodically or through 100% surveillance.

3. PERFORMANCE EVALUATION. Performance of a service will be evaluated to determine whether or not it meets the PRs of the contract. When the permissible deviation from a PR is exceeded, the Contracting Officer (CO) will issue a Contractor Deficiency Report (CDR) to the contractor. The contractor shall respond to the CDR form and return it to the CO within 15 calendar days of receipt. In the case of CDRs issued as the result of other methods of surveillance, the CO shall take appropriate measures according to the clause entitled "Inspection of Services."

Attachment A - PERFORMANCE REQUIREMENTS SUMMARY

<u>A</u>	<u>B</u>	<u>C*</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Ref No</u>	<u>PWS Para</u>	<u>CLIN</u>	<u>Requirement</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level</u>
PR-1	4 ATTCH. A	0001	Shuttle Bus Stops	Shuttle bus drivers stop at all scheduled pick-up/drop-off locations	Shuttle busses stop at all scheduled pick-up/drop-off locations 95% of the time (even if it appears no one is waiting at the stop).
PR-2	4 ATTCH. A	0001	Shuttle Passenger ID Checks	Ensure all passengers on DHS Shuttles are authorized to use DHS transportation.	100% check of documentation authorizing ridership on Shuttles Buses.
PR-3	4 ATTCH. A	0001	Shuttle Service Vehicle Exterior Cleanliness	Exterior of Vehicles should be free of dust, dirt, grime, and other substances. Exteriors will also be kept free of large dents, scratches, cracks, and other markings that detract from the appearance	Exterior of vehicles kept clean and in good order 90% of the time. Note: during inclement weather, when road grime and salt collect on the exterior surface, the vehicles will be cleaned at least weekly. See Note 1

Attachment A - PERFORMANCE REQUIREMENTS SUMMARY

<u>A</u>	<u>B</u>	<u>C*</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Ref No</u>	<u>PWS Para</u>	<u>CLIN</u>	<u>Requirement</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level</u>
PR-4	4 ATTCH. A	0001	Shuttle Service Vehicle Interior Cleanliness	Interior of Vehicles should be free of dust, dirt, grime, debris, and other substances. Interiors will also be kept free of large rips, tears, and stains on the carpets/floor coverings and upholstery, and fingerprints, smudges, and film on windows.	Interior of vehicles kept clean and in good order 90% of the time. Note: during inclement weather, when road grime and salt collect on the floor coverings, the vehicles will be cleaned at least weekly. See Note 1
PR-5	4	0001	Mishap/Accident Reporting During Normal Duty Hours	Vehicle accidents reported to the COTR in a timely manner	Email notification within 30 minutes, 100% of the time. SF91 or equivalent completed and given to the COTR by 5:00 PM EST the following business day, 100% of the time.
PR-6	4	0001	Mishap/Accident Reporting	All personnel injuries reported to the COTR in a timely manner	Verbal notification within 30 minutes, 100% of the time. SF91 or equivalent completed and given to the COTR by 5:00 PM EST the following business day, 100% of the time.

* Applicable to base and option years

Note 1: The standards for Vehicle Cleanliness, both interior and exterior, are aimed not only at the aesthetics of the fleet, but are also intended to help keep passenger clothing clean. To that end, in addition to the specific standards listed above, extremely dirty vehicles should be washed as often as necessary to ensure the intent of the standard is met.

Attachment A - PERFORMANCE REQUIREMENTS SUMMARY

Performance Incentives: The COTR will be responsible for reviewing and documenting the contractor's performance in accordance with the Performance Objectives. The Government reserves the right to report failures to meet performance objectives in the Past Performance Information Retrieval System (PPIRS). PPIRS is a shared data warehouse of reports cards that detail a contractor's performance on current and completed contracts that is used by the federal government in source selection evaluation.