

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 23, 24, & 26

1. REGISTRATION NUMBER: _____ PAGE OF: 1 34
 2. CONTRACT NO: ESHQDC-07-G-00042 3. AWARD EFFECTIVE DATE: 08/08/2007 4. ORDER NUMBER: _____ 5. SOLICITATION NUMBER: _____ 6. SOLICITATION DATE: _____

7. FOR SOLICITATION INFORMATION CALL: Frank Runph 8. TELEPHONE NUMBER: 202-447-5588 9. ADDRESS: _____ 10. OFFER DEADLINE DATE: _____

11. DELIVERY/PERFORMANCE LOCATION: U.S. Dept. of Homeland Security, Office of Procurement Operations, Dept. Operations Acquisition Div., 245 Murray Lane, SW, Building 410, Washington DC 20528
 12. THIS ACQUISITION IS: LET ASSESS SMALL BUSINESS EMERGING SMALL BUSINESS
 UNRESTRICTED LIMITED TO SMALL BUSINESS LIMITED TO EMERGING SMALL BUSINESS
 STANDARD SERVICE CONTRACT WITH SMALL BUSINESS SERVICE CONTRACT WITH EMERGING SMALL BUSINESS

13. DELIVERY/PERFORMANCE TERMS: Net 30
 14. THE CONTRACT IS BASED ON: THE CONTRACT IS BASED ON THE GSA FPMR (41 CFR) 101-11.6
 15. METHOD OF SOLICITATION: CFP COT COTF

16. OFFEROR: Department of Homeland Security, 245 Murray Lane, Bldg. 410, Washington DC 20528
 17. 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

18. CONTRACT OFFEROR: R H G GROUP INC, 915 5TH STREET NW, WASHINGTON DC 200012591
 19. POINT OF CONTACT: Department of Homeland Security, Departmental Operations Branch, Room 1621, 245 Murray Lane, SW, Building 410, Washington DC 20528

20. CONTRACT CODE: 1780749690000 FACILITY CODE: _____
 21. PHONE NO: _____
 22. CHECK IF NEARBY IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: _____
 23. DEPART ADVISOR TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK 19 INDICATES OTHERWISE: _____

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

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Tax ID Number: 52-1882037 DUNS Number: 178074969+0000 Period of Performance: 08/08/2007 to 08/07/2012 The Contractor shall provide Shuttle Bus service 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)				

26. SOLICITATION INCORPORATES BY REFERENCE FAR 48.212-1, 48.212-4, FAR 48.212-5 AND 48.212-9 ARE ATTACHED: ARE ARE NOT ATTACHED
 27. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 48.212-4, FAR 48.212-6 & ATTACHED: ARE ARE NOT ATTACHED

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

30. SIGNATURE OF OFFEROR CONTRACTOR: Charles M. Wurz
 31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACT OFFICER): Victoria D. Short
 32. NAME AND TITLE OF SIGNER: Charles M. Wurz, Vice Pres.
 33. DATE SIGNED: 8-9-2007
 34. NAME OF CONTRACT OFFICER: Victoria D. Short
 35. 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 NOTED. ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

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

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00042

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NAME OF OFFEROR OR CONTRACTOR
R H G GROUP 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)) hours.</p> <p>The total amount of award: \$7,016,191.20. 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:

(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.

(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.

(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).

- X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (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).
- X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (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).
- X (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).
- X (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)).
- X (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).

(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:

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year 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 divestures 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**Scheduled Shuttle Service**

- (a) The DHS shuttle service in the DC Metro area currently consists of eight (8) scheduled routes. The scheduled routes are supported by 25-passenger or smaller buses/vans.
- (b) The current bus routes/schedules are sufficient to handle current demand, periodic adjustments may be required to accommodate changes in ridership.
- (c) 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 not falling in the category listed above who are attending DHS-sponsored events and who are pre-approved through the COTR and names have been provided to the driver as an authorized rider may ride the shuttle bus. These individual's must produce a photo ID in order to board the Shuttle. Individuals traveling under a guest authorization are not authorized to escort other guests.
 - The Contractor will ensure all passengers are authorized to use DHS Shuttle services as stated above via a 100% ID/document check as passengers board the bus.
- (d) The Contractor will make every reasonable effort not to leave the bus unattended while passengers are boarding the bus or are on the bus. If the driver must leave the bus unattended, the driver will ensure access to the bus is controlled in the driver's absence.
- If the driver departs the bus when there are no passengers on the bus, the driver will secure the doors so that no passengers can enter the bus in the driver's absence.
 - If the driver must leave the bus unattended while passengers are boarding the bus or are already on board, the driver will, upon return to the bus, perform a 100% ID check of all passengers on the bus; in doing so, the driver will work from the back to the front of the bus so that the IDs of any passengers boarding behind the driver will be checked. The driver will also perform a cursory visual sweep of seats, floors and overhead storage compartments for unattended packages while checking IDs.

- While passengers are on the bus and the bus experiences operational difficulty, the passengers may be allowed to remain on the bus if desired.
- In accordance with Washington DC environmental restrictions, petroleum fueled buses may not idle for more than three minutes while staged.
- For safety reasons, the driver will not leave the bus running at any time the driver is not physically on or in the immediate vicinity of the bus; the bus parking brakes will be set whenever the bus is staged between runs.
- Shuttles are required to stop at all designated pick-up/drop-off locations at every scheduled time, even if no passengers appear to be present. If the bus is at capacity and no more passengers can be accommodated on that particular run, the driver must still stop at each remaining stop, verbally notify waiting passengers at the stop that the bus is full, and provide the next scheduled pick up time. Stopping at locations other than those designated as DHS Shuttle stops is prohibited.

All vehicles used for shuttle service must meet the following minimum criteria:

- Meet or exceed GSA standards for replacement which can be found at www.gsa.gov
- Adhere to all maintenance and safety/emission inspection requirements of the State of registration.
- Be equipped with handholds.
- Be equipped with anti-skid strips on the steps.
- Be equipped with basic first aid kits and fire extinguishers

Buses, including mini-buses, must be equipped with passenger aid lift devices (including standard safety equipment (e.g., interior equipment designed to secure wheelchairs)) for passengers requiring assistance.

Note: Lift is to be operated by the Shuttle operator, who will also provide assistance to the passenger in boarding the vehicle, properly securing the device and exiting the vehicle.

- Have external signage designating routes/destinations.

Uniform Requirements

All Contractor drivers working under this contract will be required to wear appropriate clothing as described below:

- (a) Dark blue or black solid color slacks (females may wear slacks or minimum knee-length skirts), white collared shirt/blouse, and matching dark tie, dark suit coat or sports jacket, and dark dress shoes; neck ties must be snugly tightened and shirt collars (and sleeves on long sleeved shirts) must be buttoned. Contractor personnel in this category are never allowed to wear shorts, non-collared shirts/blouses, tennis shoes, or open-toed shoes (including sandals or flip flops). The only authorized head gear allowed to be worn with the uniform is a color-conforming baseball style cap with no logo, pictures, writing or symbols other than the DHS seal. In cold weather, color- and style-conforming outerwear, such as sweaters, gloves, mufflers, caps, overcoats and water-proof winter boots or dress shoe covers, are authorized.
- (b) Shuttle drivers will wear an easily readable nametag on their shirt or outer garment that identifies both the individual's and the Contractor's name.

In order to minimize the possibility of tampering with vehicles while not in use, the Contractor will stage vehicles used in the performance of the PWS in a secured location. At a minimum the secure staging location for the Shuttles utilized for this contract must meet the following standards:

Perimeter

An 8' high commercial chain link perimeter fence topped with a minimum one foot 45 degree outrigger to support three strands of barbed wire. A 15ft clear area of all foliage, trees, and shrubbery is required outside and inside of the fence line, 30 ft total. Fence installation must conform to all state, city and federal codes.

Gate

An automatic multiple pin (minimum 25), controlled sliding roller gate large enough to accommodate standard sized school bus entry and egress. Access control keypads with PIN readers mounted at the entry and exit gates. Electronic access control keypad mounted approximately 66 inches from the ground will allow bus drivers to access the facility without exiting their vehicles. The electronic access control keypad will create a history for every vehicle's entry and departure that can be accessed any time in the future.

Lighting

Adequate lighting is required to provide enough to provide visual monitoring of the storage area.

Signs

Signs should be posted along the perimeter warning that security measures are in place and all violators will be prosecuted.

I. SHUTTLE SERVICES SECURITY REQUIREMENT**1. GENERAL**

Performance of this contract requires the Contractor to gain access to sensitive but unclassified (SBU) information. SBU is unclassified information for official use only. Contractor employees that do not have a security clearance and require access to SBU information will be given a suitability determination. Requirements for suitability determination are defined in paragraph 3.0.

2. CONTRACTOR PERSONNEL**2.1 EMPLOYMENT ELIGIBILITY**

The Contractor shall ensure that each employee working on this contract possess a social security card that has been approved and issued by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his employees as well as Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the Contractor or perform on this contract. The Contractor shall ensure this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

2.2 CONTINUED ELIGIBILITY

DHS reserves the right to deny and/or restrict entrance to government facilities, prohibit employees from assigned work under the contract, deny and/or restrict handling of classified documents/material to any Contractor employee who DHS determines to present a risk of compromising sensitive Government information.

The Contractor shall report to the DHS Security Office any and all adverse information brought to their attention concerning employees performing under this contract. Reports based on rumor or innuendo shall not be included. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The

report shall include the employee's name and social security number, along with the adverse information being reported.

2.3 TERMINATION

The DHS Security Office shall be notified of all terminations/resignations within five (5) days of occurrence. The Contractor shall return to the Contracting Officer Technical Representative (COTR) all DHS issued identification cards and building passes that have either expired or have been collected from terminated employees. If an identification card or building pass is not available to be returned, a report shall be submitted to the COTR, referencing the pass or card number, name of individual to who it was issued and the last known location and disposition of the pass or card.

2.4 SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as a Security Officer. The individual shall interface with the DHS Security Office through the COTR on all security matters, to include physical, personnel, and protection of all sensitive documents/material handled by the Contractor.

The COTR and DHS Security Office will have the right to inspect procedures, methods and facilities utilized by the Contractor to comply with the security requirements under this contract. Should the COTR or DHS Security Office determine the Contractor is not in compliance with the security requirements of the contract, the Contracting Officer will notify the Contractor, in writing, of the appropriate action that will be taken to rectify any non-compliance to the contract security requirements.

3.0 SUITABILITY DETERMINATION

DHS shall exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to or handling of both classified and sensitive Government information to Contractor employees based upon the results of a background investigation. DHS may, as deems appropriate, authorize and grant a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not requiring access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

Contract employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings, non-recurring meetings and begin transition work.

4.0 BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the DHS Security Office. Prospective Contractor employees shall submit the following completed forms to the DHS Security Office through the COTR no less than thirty (30) days before the start date of the contract of thirty (30) days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions"
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. Conditional Access To Sensitive But Unclassified Information Non-Disclosure Agreement
- d. Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the DHS Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS Information Technology (IT) systems. DHS will consider only U.S. Citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the

development operation, management or maintenance of DHS IT systems. By signing this contract, the Contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

5.0 INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor shall provide for the administrative control of sensitive data being processed and adhere to the procedures governing such data as outlined in "DHS IT Security Program – Publication DHS MD 4300.Pub". Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

6.0 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All Contractor employees using Department automated systems or processing Department sensitive data shall be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

7.0 REFERENCES

7.1 DHS Office of Security

DHS, Office of Security

Personnel Security Staff
Attn: Ora Smith
Washington DC 20528
Telephone: (202) 447-5372