

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 4, 30

1 REQUISITION NUMBER: _____ PAGE OF: 1 36
 2 CONTRACT NO: HSHQDC-07-D-00040
 3 AWARD EFFECTIVE DATE: 08/02/2007
 4 ORDER NUMBER: _____
 5 SOLICITATION NUMBER: _____
 6 SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: **Frank Rumph**
 8 TELEPHONE NUMBER (No collect calls): 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 (NMI) & FOR:
 X SMALL BUSINESS X EMERGING SMALL BUSINESS
 NAICS: _____
 SIZE STANDARD: _____
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (S1)

11 DELIVERY FOR FOB DESTINATION (UNLESS BLOCK IS MARKED) G6E SCHEDULE: _____
 12 DISCOUNT TERMS: Net 30
 13 THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700): _____
 14 METHOD OF SOLICITATION: RFP _____ FB _____ 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.O

17a CONTRACTOR/OPERATOR: TRANSCOM INC
 14905 FINEGAN FARM DR
 DARNESTOWN MD 208743605
 CODE: 0481422980000 FACILITY CODE: _____
 18a PAYMENT WILL BE MADE BY: Department of Homeland Security
 Departmental Operations Branch
 Room 3621
 245 Murray Lane, SW
 Building 410
 Washington DC 20528
 CODE: _____
 TELEPHONE NO: _____

19 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 20 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: 52-2158428 DUNS Number: 048142298+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 52.212-6 ARE ATTACHED: ADDENDA ARE ARE NOT ATTACHED
 X 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 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 DATED: _____ YOUR OFFER ON SOLICITATION (BLOCK 6) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR: *[Signature]*
 30b NAME AND TITLE OF SIGNER (Type or print): **YOUNG S. BRIN, PRESIDENT**
 30c DATE SIGNED: **AUG. 13, 2007**
 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *[Signature]*
 31b NAME OF CONTRACTING OFFICER (Type or print): **Victoria D. Short**
 31c DATE SIGNED: **8/15/2007**

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Sedans Obligated Amount: \$0.00 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4))	
0002	Sedans - After Hour Rate Obligated Amount: \$0.00 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4))	
0003	Dedicated Sedan Obligated Amount: \$0.00 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4))	
1001	Sedans Amount: (b(4)) (Option Line Item) 06/08/2008 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Continued ...	(	b(4)	)	0.00

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-00040

PAGE OF
3 36

NAME OF OFFEROR OR CONTRACTOR
TRANSCOM INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Sedans - After Hour Rate Amount: (b(4)) (Option Line Item) 06/08/2008 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4)	)	0.00
1003	Dedicated Sedan Amount: (b(4)) (Option Line Item) 06/08/2008 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4)	)	0.00
2001	Sedans Amount: (b(4)) (Option Line Item) 06/08/2009 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4)	)	0.00
2002	Sedans - After Hour Rate Amount: (b(4)) (Option Line Item) 06/08/2009 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4)	)	0.00
2003	Dedicated Sedan Amount: (b(4)) (Option Line Item) 06/08/2009 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4)	)	0.00
3001	Sedans Amount: (b(4)) (Option Line Item) 06/08/2010 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV	(	b(4)	)	0.00
3002	Sedans - After Hour Rate Amount: (b(4)) (Option Line Item) 06/08/2010 Continued ...	(	b(4)	)	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00040

PAGE OF
4 36

NAME OF OFFEROR OR CONTRACTOR
TRANSCOM INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3003	Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Dedicated Sedan Amount: (b(4)) (Option Line Item) 06/08/2010	(	b(4)	)	0.00
4001	Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Sedans Amount: (b(4)) (Option Line Item) 06/08/2011	(	b(4)	)	0.00
4002	Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Sedans - After Hour Rate Amount: (b(4)) (Option Line Item) 06/08/2011	(	b(4)	)	0.00
4003	Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Dedicated Sedan Amount: (b(4)) (Option Line Item) 06/08/2011 Note: The minimum guarantee for the entire contract term will be 5,000 hours. The maximum guarantee for the entire contract term (including option years) shall not exceed (b(4)) hours.	(	b(4)	)	0.00
The total amount of award: \$25,485,939.32. The obligation for this award is shown in box 26.					

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)

Executive Sedan/Courier Transport

DHS Senior Executive personnel are provided with individualized transportation service by executive vehicles. Executive transportation services are provided on a scheduled basis and in accordance with Department of Homeland Security established priorities. Pick up and drop off points are generally within the DC Metro area, including Reagan National, Baltimore Washington International Airport (BWI) and Dulles International Airports, and outlying rural and residential areas. Executive sedan/courier service is available to DHS employees for official business, and is a required first source for local transportation. There are currently 350 personnel at various locations that are authorized to use executive sedan services. Currently, executive transport requirements are supported primarily with a fleet of 26 Midsize Five Passenger 4-door Sedan, augmented on occasion by a mix of four mini-vans.

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 Attachment A. Services to be provided include sedan/courier transport services and after hour support as set forth below.

Sedan/Courier Services:

Routes – Transport between various locations in the Washington DC metropolitan area including service to and from Baltimore Washington, Washington Dulles, and Washington Ronald Reagan airports, may include occasional transport outside the Washington DC metropolitan area.

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. Service after hours or on weekends may be required with reasonable advanced notification.

After Hours Sedan/Courier Services

(a) The Contractor must receive and respond to calls for transportation services 24-hours/day, 7 days/week. Normally, after-hours support requirements will be known ahead of time and requested during normal business hours. However, the Contractor must be ready and able to receive requests and schedule or actually provide services at all times, including weekends and holidays. Normally, the DHS Operations Center will channel after hours requirements to the Contractor through the COTR, however the Contractor is authorized and expected to provide services when requested directly from DHS Operations Center personnel in the absence or unavailability of the COTR. The Contractor must obtain prior approval from the COTR or, in the COTR's absence or unavailability of the COTR. The Contractor must obtain prior approval from the COTR or, the COTR's absence or unavailability, from the DHS Operations Center, to support any after hours requests that are received by anyone other than the COTR or DHS Operations Center personnel.

Temporary Disruption of Essential Services in the DC Area

Temporary disruption of scheduled fleet services and 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. However, on these days, the Contractor must be prepared to provide all previously scheduled Executive Transport services for that day unless the service has specifically been cancelled by the requesting office. 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 this contract 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(Sedan)	Weekly	3
Summary Operational Data(Sedan)	Monthly	3
Ridership	Annually	1
Facility Access Log (Sedan)	As Required	2

Document Type	Frequency	Total Copies
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:

Sedan/Courier Services

- Date/Time request was initiated
- Name/Office/Telephone Number of requestor
- Name/Office of Primary Passenger
- Number of passengers
- Actual Start Date/Time of run
- Actual End Date/Time of run
- Pick-Up and Drop-Off locations

This report must be separated into separate sections for regular sedan/courier services, after hour sedan/courier services and Dedicated Driver support. Although not required in the Monthly Invoice, the Contractor must have, and be prepared to provide, the name of the Driver and full identification of the vehicle used for each run.

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

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).

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).
- (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).

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).

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.

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.

Attachment A

Sedan/Courier Services

- (a) A vast majority of executive trips originate or culminate at the Nebraska Ave Complex; almost all pick up and drop off points are within the DC area, including National and Dulles Airports, and outlying rural residential, industrial, or office complex areas. The Contractor will use the most direct/efficient route available when transporting passengers and when traveling to/from designated pick up and drop off points. This includes traveling directly from one drop-off to a separate pick-up point when either more direct or more economically feasible to do so.
- (b) Sedan/Courier transport service is available to DHS employees for official business, and is a required first source for local transportation. Authorized Department of Homeland Security employees may obtain driver services by prior reservation through the Dispatch Office
- (c) Requests for Executive Services are normally received well in advance of the required pick-up time. The requests are received via mail, phone, email, fax, and walk-in, with phone being the predominant method. One day notice is the norm, but requests are sometimes made weeks in advance or only a few hours in advance. Cancellation of sedan/courier service reservations by the Contractor should be rare. If a situation arises where executive transport requirements exceed Contractor capability to meet those requirements, reservations will be honored in the following priority order:

PRIORITY LIST 1

Deputy Secretary
 Chief of Staff
 Executive Secretary
 Under Secretaries
 Commissioners
 General Counsel
 Gulf Coast Reconstruction Executive

PRIORITY LIST 2

Assistant Secretaries or equivalent
 Deputy Assistant Secretaries or equivalent
 Deputy General Counsel
 Chiefs of Staff
 Legislative Affairs staff

PRIORITY LIST 3

Directors
Special Assistants
Senior Program Staff

- (d) In the event a cancellation appears necessary, the Contractor will contact the lowest priority reservation holder and make every effort to reschedule the service (by mutually agreed upon earlier or later pick up, or other means of transport). In the event the requirement cannot be rescheduled to the satisfaction of the client, the Contractor will notify the client that the reservation must be cancelled due to higher priority requirements; the Contractor will notify the COTR of the cancellation. All sedan/courier transport cancellations by the Contractor will be counted as a valid Pick-up Not Made.
- (e) After dispatch and upon arrival at the pick-up point, the driver will notify the dispatch office of his/her time of arrival and specific location. In instances where staging at the designated pick up point is not possible, the driver will keep dispatch office personnel apprised of where s/he is located so that the dispatch office can relay that information to the passenger if necessary; this information is required to ensure the passenger knows where to meet the vehicle and driver. Prior to dropping passengers off at their destination, the driver will notify the passenger that a different driver may make the pick up for the return trip. The driver will also notify the passenger if the pick up point for the return trip will be different from the drop off point; this aspect is especially important for destinations where, for security or traffic congestion reasons, drivers are not allowed by local law enforcement officials to park while waiting to pick up passengers (i.e., Capitol Hill, airports, main traffic thoroughfares, etc.). For airport pickups, the driver may be required to meet the passenger inside the terminal, which will require parking of the transport vehicle in the pay parking lot; in these events, the Contractor will be reimbursed for parking fees upon presentation of proper payment receipt to the COTR.
- (f) In the event a scheduled passenger does not arrive at the designated pickup point within 15 minutes after the scheduled pick up time, the Contractor must attempt to contact the passenger/ requesting office and verify the requirement still exists. If the passenger cancels the requirement at that time, or if contact cannot be made and the Contractor cancels the run, the Contractor must document the cause of the cancellation in writing.
- (g) Currently, executive transport requirements are supported primarily with a fleet of 26 Midsize Five Passenger 4-door Sedan, augmented on occasion by a mix of four mini-vans. This vehicle fleet, none of which will be government-furnished may or may not represent the ideal number/mix of vehicle types needed to support the level of workload reflected in the PWS. All vehicles used for sedan/courier services must meet the following minimum criteria:
- Less than 5 years old and less than 60,000 miles
 - Able to accommodate five (5) passengers comfortably

- Equipped with driver and right-front passenger supplemental and side impact air bags, and standard lap and shoulder seat belts in front and rear seats
- Equipped with automatic electronic heating and cooling temperature control
- Equipped with interior light group, to include front map/dome lamp, glove compartment lamp and overhead rear reading lamp
- Exterior will be black or dark blue
- Interiors shall be fully carpeted and equipped with matching carpeted floor mats (front and rear)
- Equipped with a two-way radio (for driver communication with the base station in the Dispatch Office).
- All sedans used for sedan/courier service must meet or exceed Federal Standard Number 122AW, Table 3, Item #10B, Midsize Five Passenger 4-door Sedan.
- All vehicles utilized for sedan/courier service will be maintained inside and out at all times in like-new condition, except for brief periods when the exterior is dirty due to inclement weather, road salts, etc. All interior surfaces, including glass, seats, dashboard and carpets, will be clean at all times; interior surfaces will be cleaned or wiped down as often as necessary to maintain a continuous like-new appearance.

Passengers Requiring Assistance Transport

In keeping with Americans with Disabilities Act (ADA) requirements, the Contractor will ensure that reasonable accommodation for official transportation in the Washington DC area is made for these individuals on a case-by-case basis.

Alternative Fuel Requirements

- The Contractor should maximize the use of alternative non-petroleum fuels and alternative fueled vehicles.

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.

Secure Storage Facility

At a minimum the secure storage facility for the Sedans utilized for this contract must meet the following standards:

Perimeter

An 8' high chain link perimeter fence topped with minimum of one foot of razor wire. A 15ft clear area of all foliage, trees, and shrubbery is required outside and inside of the fence line (30ft. total). A Perimeter Intrusion Detection System (PIDS) must be designed to be active 24/7 and always be in the alarm mode. A PIDS design must be conducive to operation of the complex and not inadvertently set off the alarm unless an actual breach or alerting condition occurs. The receiver for the Intrusion Detection System (IDS) must be able to break out the alarms into zones i.e., south, north, east, west. When the IDS is triggered it will alert first responders and flood the fence line with spot lights and sound an alarm that will be heard throughout the compound. If vehicle storage is within a building/facility, exterior doors that can open will have an alarm sensor installed. All exterior windows will have metal bars installed to prevent entry.

Interior

The building IDS must be installed to ensure that any activity near or around a vehicle will be activated.

IDS

The IDS will be monitored by a local monitoring company. The monitoring company must be UL approved.

Electronic Access Control

The vehicle storage facility gate access will have a minimum of electronic access control keypads with proximity and PIN readers mounted at the entry and exit gates. One electronic

access control keypad, mounted approximately 42 inches from the ground, allows access for standard cars and trucks. The other 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. Electronic access control can also be set up strategically to create security zones within the vehicle storage area. All perimeter doors that can open will have electronic access control keypad. The electronic access control system will have all doors integrated into one system. There will be no stand alone electronic access control systems. Program of the access control system will be done through a computer based system.

Lighting

Adequate lighting is required to provide enough clarity for night-time video-taping capabilities and personnel safety. Follow CCTV camera manufactures recommendations for lumens required for best results.

Video Surveillance

CCTV cameras should be mounted throughout the vehicle storage area to provide a record of all activities, persons, and operators inside and outside the facility.

Signs

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

SEDAN/COURIER SERVICES SECURITY REQUIREMENT

All classified information received or generated under this contract is the property of the US Government. At the termination or expiration of this contract, the U.S. Government will be contacted for proper disposition instructions. The contractor is involved in courier services of classified, which require protection in accordance with Executive Order 12958, Classified National Security Information as amended and implementing directives as issued by the Department of Homeland Security. Contractor shall ensure that only cleared employees are designated to transmit classified material to its destination. The classified material shall remain in the personal possession of the courier at all times. All couriers designated by the contractor shall receive a DHS Courier briefing by their FSO and issued a Courier Card. Questions concerning DHS Courier Briefing, contractor FSO must contact DHS ASD. Contractor shall maintain a record that reflects: (a) The date of the material; (b) The date of receipt or dispatch; (c) The classification; (d) An unclassified description of the material; and (e) The identity of the activity from which the material was received or to which the material was dispatched. Receipt and dispatch records shall be retained for 2 years. The transmittal of SECRET information shall be covered by a continuous receipt system both within and outside facilities. If you have any further questions, please contact me at 202-447-5347.

1. GENERAL

Performance of this contract requires the Contractor to gain access to classified National Security Information (includes documents and material) and sensitive but unclassified (SBU) information. Classified information is Government information which requires protection in accordance with Executive Order 12958, National Security Information (NSI) as amended and supplemental directives. SBU is unclassified information for official use only.

The Contractor shall abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, an attachment to the contract, and the National Industrial Security Program Operating Manual (NISPOM) for protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor is required to have access to classified information at a DHS or other Government Facility, it shall abide by the requirements set forth by the agency.

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 classified and/or 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 whom 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 classified 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 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, in addition to possessing a DISCO granted personnel security clearance, 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 for suitability screening purposes. 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