

ORDER OR SUPPLIES OR SERVICES

PAGE OF PAGES

1

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | |
|--------------------------------|---|--|
| 1. DATE OF ORDER 11/16/2008 | 2. CONTRACT NO. (if any) HSHQDC-07-D-00042 | a. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security |
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| 3. ORDER NO. HSHQDC-09-J-00014 | 4. REQUISITION/REFERENCE NO. See Schedule | |
|-----------------------------------|--|--|

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|---|--|--|----------------------|
| 5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | | b. STREET ADDRESS Asset and Logistics Management Attn: Robert L. House 202-282-8490 245 Murray Lane, SW Building 410 | |
| c. CITY Washington | | d. STATE DC | e. ZIP CODE 20528 |

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| 7. TO: a. NAME OF CONTRACTOR R H G GROUP INC | f. SHIP VIA |
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|--------------------------------------|---|--------------------------|
| b. COMPANY NAME 915 5TH STREET NW | 8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY | |
| c. STREET ADDRESS | REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. | |
| d. CITY WASHINGTON | e. STATE DC | f. ZIP CODE 200012501 |

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| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | 10. REQUISITIONING OFFICE Department of Homeland Security |
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|---|--|---|--|---------------------------------|--|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT Destination | |
| <input type="checkbox"/> a. SMALL | <input type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | | |
| <input type="checkbox"/> d. WOMEN-OWNED | <input checked="" type="checkbox"/> e. HUBZone | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | | |

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|------------------------------|------------------------------|------------------------|---|------------------------------|
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple | 16. DISCOUNT TERMS Net 30 |
| a. INSPECTION Destination | b. ACCEPTANCE Destination | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | DUNS Number: 178074969+0000 Shuttle Bus Services for DHS-Wide Transportation. Continued ... | | | | | |

| | | | |
|---|---------------------------|----------------------|---------------------------|
| 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(f) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | |
| a. NAME Department of Homeland Security | | \$1,840,867.01 | 17(f) GRAND TOTAL |
| b. STREET ADDRESS (or P.O. Box) Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410 | | | |
| c. CITY Washington | d. STATE DC | e. ZIP CODE 20528 | |

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|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature) | 23. NAME (Typed) Johnnie Lewis-Banks TITLE: CONTRACTING/ORDERING OFFICER |
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**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

11/16/2008

HSHQDC-07-D-00042

HSHQDC-09-J-00014

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| 0001 | <p>Admin Office: Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 Period of Performance: 10/29/2008 to 10/28/2009</p> <p>Scheduled Shuttle Bus Services: Coast Guard Routes</p> <p>Rate is (b) (4)</p> <p>Rate is (b) (4)</p> <p>(b) (4)</p> <p>Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Requisition No: RUAS-09-00019</p> <p>Delivery: 30 Days After Award Accounting Info: RMT9001-000-MA-20-01-00-000-02-07-0000 -00-00-00-00-GE-OR-25-14-SHURGH Funded: (b) (4)</p> | | | | (b) (4) | |
| 0002 | <p>Scheduled Shuttle Bus Services: Non-Coast Guard Routes</p> <p>Rate is (b) (4)</p> <p>Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Requisition No: RUAS-09-00004</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0000 -00-00-00-00-GE-OR-25-14-SHURGH Funded: (b) (4)</p> <p>Accounting Info: Continued ...</p> | | | | (b) (4) | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

3 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.
11/16/2008 HSHQDC-07-D-00042

ORDER NO.
HSHQDC-09-J-00014

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | NONE009-000-MA-20-01-00-000-02-07-0500 -00-00-00-00-GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0600 -00-00-00-00-GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0700 -00-00-00-00-GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0800 -00-00-00-00-GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900 -00-00-00-00-GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000 -00-00-00-00-GE-OE-25-14-SHURGH Funded: (b) (4) | | | | | |
| | For questions regarding this task order, please contact Mr. Frank L. Rumph at (b) (6) | | | | | |
| | The total amount of award: \$1,840,867.00. The obligation for this award is shown in box 17(i). | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. P00001 | | 3. EFFECTIVE DATE 01/21/2009 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b)(6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (if other than Item 6) | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | 9A. AMENDMENT OF SOLICITATION NO. (X) | | |
| CODE 1780749690000 | | 9B. DATED (SEE ITEM 11) | | |
| FACILITY CODE | | 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSHQDC-07-D-00042 HSHQDC-09-J-00014 | | |
| | | 10B. DATED (SEE ITEM 11) 11/16/2008 | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule | | Net Increase: | | \$133,332.00 |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time-and-Materials or Labor-Hours (Sep 2000) | | | |
| E. REPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 178074969+0000 The purpose of this modification is to add funding, and to change the Period of Performance (POP) for Task Order HSHQDC-09-J-00014. | | | | |
| 1. As a result of this modification, total funding under this task order is increased from \$1,840,867.01 by \$133,332.00, to a new total of \$1,974,199.01. | | | | |
| 2. Funding is currently provided thru February 28, 2009 for Scheduled Shuttle Bus Services: Non-Coast Guard Routes. | | | | |
| FOB: Destination | | | | |
| Continued ... | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | |
| | | Johnnie Lewis-Banks | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | 15A. UNITED STATES OF AMERICA | 15C. DATE SIGNED |
| (Signature of person authorized to sign) | | | Johnnie Lewis Banks | 11/22/2009 |
| | | (Signature of Contracting Officer) | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00001

PAGE OF
 2 2

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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0002 | <p>Period of Performance: 10/29/2008 to 10/28/2009</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Services: Non-Coast Guard Routes</p> <p>Rate is (b) (4).</p> <p>Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Requisition No: RUAS-09-00004, RUAS-09-00046</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0500-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0800-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OR-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: RMT9032-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OR-25-14-SHURGH Funded: (b) (4)</p> <p>For questions regarding this task order, please contact Mr. Frank L. Rumph at (b) (6)</p> | | | | (b) (4) |

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE 03/12/2009 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (X) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 1780749690000 | | FACILITY CODE | |
| | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-09-J-00014 | |
| | | 10B. DATED (SEE ITEM 11) 11/16/2008 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$503,688.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time-and-Materials or Labor-Hours (Sep 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to add funding, and to change the Period Of Performance (POP) for Task Order HSHQDC-09-J-00014.

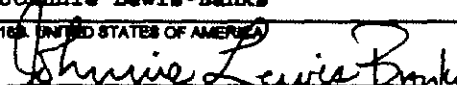
1. As a result of this modification, total funding under this task order is increased from \$1,974,199.01 by \$503,688.00, to a new total of \$2,477,887.01.

2. Funding is currently provided thru April 1, 2009 for Scheduled Shuttle Bus Services: Non-Coast Guard Routes.

Discount Terms:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|--|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johannie Lewis-Banks |
| 15B. CONTRACTOR/OFFENDOR (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED 3/17/2009 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00002

PAGE OF
 2 3

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0002 | <p>Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 10/29/2008 to 10/28/2009</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Services: Non-Coast Guard Routes</p> <p>Rate is [REDACTED].</p> <p>Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Requisition No: RUAS-09-00004, RUAS-09-00046, RUAS-09-00064</p> <p>Amount: (b) (4)</p> <p>Accounting Info: NONR009-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONR009-000-MA-20-01-00-000-02-07-0500-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONR009-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONR009-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONR009-000-MA-20-01-00-000-02-07-0800-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONR009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: Continued ...</p> | | | | 503,688.00 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00002

PAGE OF
 3 3

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: RMT9032-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Amount: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0500-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0800-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) | | | | |
| | For questions regarding this task order, please contact Mr. Frank L. Rumph at (b) (6) | | | | |

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE 03/02/2009 | 4. REQUISITION/PURCHASE REQ. NO. RUAS-09-00082 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X HSHQDC-07-D-00042 HSHQDC-09-J-00014 10B. DATED (SEE ITEM 11) 11/16/2008 | |
| CODE 1780749690000 | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$177,060.00
RMT9061-000-MA-20-01-00-000-02-07-0000-00-00-00-00-GE-08-25-14-SHURHG

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time-and-Materials or Labor-Hours (Sep 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to add a new Contract Line Item Number (CLIN), add funding, and change Contracting Officer Technical Representative (COTR).

1. Contract Line Item Number (CLIN) No. 3 - Scheduled Shuttle Bus Services: FEMA is hereby added. See attached FEMA Scheduled bus routes and times.

2. Funding in the amount of \$177,060.00 is hereby added to CLIN 3. As a result of this modification, total funding under this task order increases from \$2,477,887.01 to \$2,654,947.01.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johnnie Lewis-Banks |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED 15B. FUNDED STATES OF AMERICA 15C. DATE SIGNED 3/18/2009 (Signature of Contracting Officer) |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00003

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 2 3

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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0003 | <p>3. Funding is currently provided thru April 1, 2009 for Scheduled Shuttle Bus Service: FEMA.</p> <p>4. (b)(2) (b)(6) is hereby replaced as COTR by (b)(6)</p> <p>Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 10/29/2008 to 10/28/2009</p> <p>Add Item 0003 as follows:</p> <p>Scheduled Shuttle Bus Services: FEMA</p> <p>Rate is (b)(4) Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV</p> <p>For questions regarding this task order, please contact Mr. Frank L. Rumph at (b)(6)</p> | | | | 177,060.00 |

| | | | | | |
|---|--|---|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT #/CODE | | PAGE OF PAGES | |
| 3. AMENDMENT/MODIFICATION NO. P00004 | | 4. EFFECTIVE DATE 04/24/2009 | | 5. REQUISITION/PURCHASE REQ NO. See Schedule | |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Ruzph, (b)(6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | | 7. ADMINISTERED BY (If other than item 6) Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | | 8. PROJECT NO. (If applicable) | |
| 9. CODE DHS/OPG/DEPT. OPS | | 10. CODE DHS/OPG/DEPT. OPS | | | |
| 11. NAME AND ADDRESS OF CONTRACTOR (See item 6) A B G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | 12. NAME AND ADDRESS OF CONTRACTOR (If other than item 11) | | 13. AMENDMENT OF SOLICITATION NO. 14. DATED (SEE ITEM 10) | |
| 15. CODE 178C749690000 | | 16. FACILITY CODE | | 17. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-09-J-00014 18. DATED (SEE ITEM 10) 11/16/2008 | |

11. THIS ITEM ONLY APPLIES TO THE RECEIPT OF OFFERS

The above numbered solicitation is a purchase as set forth in item 14. The hour and date specified for receipt of offers. Offers must acknowledge receipt of the amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing items 9 and 10, and returning copies of the amendment; (b) by acknowledgment of the amendment on each copy of the offer submitted; or (c) by separate offer or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

17. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$392,269.00

12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT IMPLIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changed in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103K. |
| | C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF |
| | D. OTHER (Specify type of agreement or authority) |
| X | 52.243-3 Changes-Time-and-Materials or Labor-Hours (Sep 2000) |

E. REPORTS: Contractor is not is required to sign this document and return copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Depicted by UCF action headings, including definite-lexical subject matter where feasible)
CONR Number: 178074969+0000

The purpose of this modification is to add a new Contract Line Item Number (CLIN), add funding to CLIN's 0002 & 0004, and to officially change the name of the Contracting Officer.

- Contract Line Item Number (CLIN) No. 0004 - Scheduled Shuttle Bus Services: TSA is hereby added. See attached TSA Scheduled bus routes and times.
- Funding in the amount of (b)(4) is hereby added to CLIN 0004 - Scheduled Shuttle Bus Services: TSA. Funding is currently provided thru 08/14/2009.
- Funding in the amount of (b)(4) is hereby added to CLIN 0002 - Scheduled Shuttle

Except as provided herein, all terms and conditions of the document referenced in item 9A or 13A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF ORDER # (Type or print) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16. CONTRACTOR'S SIGNATURE:  17. DATE SIGNED: 5/14/09 18. NAME AND TITLE OF CONTRACTING OFFICER: Jannie Lewis-Banks 19. DATE SIGNED: 5/15/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00004

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NAME OF OFFEROR OR CONTRACTOR
 R K G GROUP INC

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
| 0002 | <p>Bus Services: Non-Coast Guard Routes. Funding is currently provided thru 07/26/2009.</p> <p>4. The Contracting Officer is hereby changed from Ms. Victoria Short to Ms. Johnnie Lewis-Banks. She can be reached via telephone at (b) (6) and Johnnie.Lewis-Banks@dhs.gov.</p> <p>As a result of this modification, total funding under this task order increases from \$2,654,947.01 to \$3,047,216.01.</p> <p>FOB: Destination Period of Performance: 05/04/2009 to 10/26/2009</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Services: Non-Coast Guard Routes</p> <p>Rate is (b) (4)</p> <p>Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Requisition No: RUAS-09-00004, RUAS-09-00046, RUAS-09-00064, RUAS-09-00101</p> <p>Amount: (b) (4)</p> <p>Accounting Info: NONE009-000-NA-20-01-00-000-02-07-0000-00-00-00-00- -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-NA-20-01-00-000-02-07-0500-00-00-00-00- -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-NA-20-01-00-000-02-07-0600-00-00-00-00- -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-NA-20-01-00-000-02-07-0700-00-00-00-00- -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-NA-20-01-00-000-02-07-0800-00-00-00-00- Continued ...</p> | | | | (b) (4) |

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTRACTED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00004

PAGE OF
 3 4

NAME OF OFFEROR OR CONTRACTOR
 R R G GROUP INC

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|--|-----------------|-------------|-------------------|---------------|
| | -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: RMT9032-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Amount: 3503,688.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0500-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0800-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Amount: (b) (4) Accounting Info: RMT9053-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) Continued ... | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-C7-D-00042/HSHQDC-09-J-00014/P00004

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 K H G GROUP INC

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
| 0004 | Add Item 0004 as follows: Scheduled Shuttle Bus Services: TSA Rate is [REDACTED] Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV Requisition No: KHAS-09-00101 Accounting Info: RMT9069-000-MA-20-D1-00-000-02-07-0000-00-00-00-00 -0E-0E-25-14-SHURGH Funded: (b) (4) For questions regarding this task order, please contact Mr. Frank L. Rurph at (b) (6) | | | | (b) (4) |

| | | | |
|--|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00005 | 3. EFFECTIVE DATE 09/08/2009 | 4. REQUISITION/PURCHASE REQ. NO. RUAS-09-00170 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) | |
| CODE 1780749690000 FACILITY CODE | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-09-J-00014 10B. DATED (SEE ITEM 13) 11/16/2008 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$233,218.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time-and-Materials or Labor-Hours (Sep 2000) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 178074969+0000
The purpose of this modification is to add funding, and to change the Period Of Performance (POP) for Task Order HSHQDC-09-J-00014.

- As a result of this modification, total funding under this task order is increased from \$3,047,216.01 by \$233,218.00, to a new total of \$3,280,434.01.
- Funding is currently provided thru October 28, 2009 for Scheduled Shuttle Bus Services: Non-Coast Guard Routes.

FOB: Destination
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick J. Kennedy |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED 9/18/09 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00005

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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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0002 | <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Services: Non-Coast Guard Routes</p> <p>Rate is (b) (4).</p> <p>Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV</p> <p>Amount: (b) (4)</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0500-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0800-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Accounting Info: RMT9032-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00</p> <p>Amount: (b) (4)</p> <p>Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0000-00-00-00-00 Continued ...</p> | | | | 233,218.00 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-09-J-00014/P00005

PAGE OF
 3 3

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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0500-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0800-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-0900-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Accounting Info: NONE009-000-MA-20-01-00-000-02-07-1000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Amount: (b) (4) Accounting Info: RMT9053-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: \$0.00 Amount: (b) (4) Accounting Info: RMT9044-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-SHURGH Funded: (b) (4) For questions regarding this task order, please contact Mr. Frank L. Rumph at (b) (6) | | | | |

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | | |
|--------------------------------|---|---|--|
| 1. DATE OF ORDER 10/26/2007 | 2. CONTRACT NO. (If any) HSHQDC-07-D-00042 | 8. SHIP TO: | |
| | | a. NAME OF CONSIGNEE U.S. Dept. of Homeland Security | |

| | |
|-----------------------------------|---|
| 3. ORDER NO. HSHQDC-08-J-00008 | 4. REQUISITION/REFERENCE NO. RUAS-08-00003 |
|-----------------------------------|---|

| | | |
|---|---|----------------------|
| 5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | b. STREET ADDRESS MGMT/OCAO/ALM Attn: Jack Sweeney, 202-447-5036 245 Murray Lane, SW Building 410 | |
| c. CITY Washington | d. STATE DC | e. ZIP CODE 20528 |

| | |
|--|-------------|
| 7. TO: | f. SHIP VIA |
| a. NAME OF CONTRACTOR R H G GROUP INC | |

| | | |
|--|---|--|
| b. COMPANY NAME | 8. TYPE OF ORDER | |
| c. STREET ADDRESS 915 5TH STREET NW | <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: | <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |
| d. CITY WASHINGTON | e. STATE DC | f. ZIP CODE 200012501 |
| Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. | | |

| | |
|--|---------------------------|
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | 10. REQUISITIONING OFFICE |
|--|---------------------------|

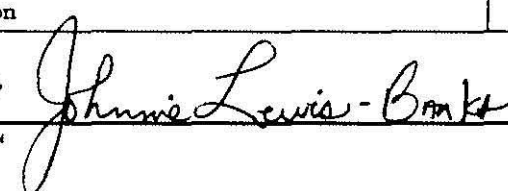
| | |
|---|---------------------------------|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | 12. F.O.B. POINT Destination |
| <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |
| <input type="checkbox"/> d. WOMEN-OWNED <input checked="" type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS | |

| | | | |
|------------------------------|------------------------------|---|------------------------------|
| 13. PLACE OF | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/29/2008 | 18. DISCOUNT TERMS Net 30 |
| a. INSPECTION Destination | b. ACCEPTANCE Destination | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|--------------|--|----------------------|----------|----------------|------------|-----------------------|
| | Tax ID Number: (b) (4) DUNS Number: 178074969+0000 Continued ... | | | | | |

| | | | |
|---|---------------------------|----------------------|---------------------------|
| 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | |
| a. NAME U.S. Dept. of Homeland Security | | | \$218,304.00 |
| b. STREET ADDRESS (or P.O. Box) Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410 | | | 17(i) GRAND TOTAL |
| c. CITY Washington | d. STATE DC | e. ZIP CODE 20528 | |

| | |
|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature)  | 23. NAME (Typed) Johnnie Lewis-Banks TITLE: CONTRACTING/ORDERING OFFICER |
|--|--|

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES
2 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | |
|-----------------------------|-----------------------------------|--------------------------------|
| DATE OF ORDER 10/26/2007 | CONTRACT NO. HSHQDC-07-D-00042 | ORDER NO. HSHQDC-08-J-00008 |
|-----------------------------|-----------------------------------|--------------------------------|

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | <p>Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-01-00 -00-00-GE-OR-22-02-USCGSH Period of Performance: 10/29/2007 to 10/28/2008</p> | | | | | |
| 0001 | <p>Scheduled Shuttle Bus Service</p> <p>Funding is currently provided through 01/29/2008. Additional funding will be provided subject to FAR 52.232-18 Availability of Funds (APRIL 1984).</p> <p>The total amount of award: \$218,304.00. The obligation for this award is shown in box 17(i).</p> | (b) (4) | | (b) (4) | 218,304.00 | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

| | | | |
|--|--|---|---|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE 01/30/2008 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT_OPS | 7. ADMINISTERED BY (if other than item 6) | CODE DHS/OPO/DEPT_OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (An, street, county, state and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. HSRQDC-07-D-00042 HSRQDC-08-J-00008 | 10B. DATED (SEE ITEM 11) 10/26/2007 |
| CODE 1780749690000 | FACILITY CODE | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | |

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is amended. is not amended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 10, and returning _____ copies of this amendment; (b) By submitting acknowledgment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the specified hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: **\$180,000.00**

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.

| | |
|-----------|--|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying off or appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.106(a). |
| | C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D OTHER (Specify type of modification and authority) |
| X | 52.242-3 Changes-Time and Materials or Labor Hours (Sep 2000) |

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 IMPORTANT: Onwards In rest. It is required to sign this document and return _____ copies to the issuing office.

DUNS Number: **178074969+0000**
 The purpose of this modification is to add funding, and to change the period of performance for Task Order HSRQDC-08-J-00008.

- As a result of this modification, total funding under the task order is increased from \$218,304.00 by \$180,000.00, to a new total of \$398,304.00.
- Funding is currently provided through 04/29/2008. The remaining funding will be provided in a subsequent modification.

For questions regarding this modification please contact Frank L. Rumph, Contract
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Reginald Laurent, President | 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johannie Lewis-Banks |
| 15C. CONTRACTOR OFFICER <i>[Signature]</i> | 15D. DATE SIGNED 1/4/08 |
| 15E. DATE SIGNED 1/5/08 | 15F. DATE SIGNED 1/5/08 |

| CONTINUATION SHEET | | REFERENCE NO. OF DOCUMENT BEING CONTINUED | | PAGE | OF |
|-------------------------------|---|--|-------------|-------------------|---------------|
| | | HSHQDC-07-D-00042/BSHQDC-08-J-00008/P00001 | | 2 | 2 |
| NAME OF OFFICER OR CONTRACTOR | | | | | |
| R H G GROUP INC | | | | | |
| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
| 0001 | Specialist. at (b) (6) FOB: Destination Change Item 0001 to read as follows (amount shown is the obligated amount): Scheduled Shuttle Bus Service Requisition No: RUAS-08-00003, RUAS-08-00051 Accounting Info: N0NR008-000-MA-20-01-00-000-02-07-0600-01-00-00-00 -08-08-22-02-USCGSH Funded: \$0.00 Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-000-00-00-00-00-00 08-08-25-14-USCGSH Funded: \$180,000.00 | | | | 180,000.00 |

| | | | |
|--|---------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE 04/30/2008 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | (x) | 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 1780749690000 | FACILITY CODE | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-08-J-00008 | 10B. DATED (SEE ITEM 11) 10/26/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$826,258.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to add funding to Task Order HSHQDC-08-J-00008.

As a result of this modification, total funding under the task order is increased from \$398,304.00 by \$826,258.00, to a new total of \$1,224,562.00.

FOB: Destination

Period of Performance: 04/30/2008 to 10/28/2008

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johnnie Lewis-Banks |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED 15E. UNITED STATES OF AMERICA <i>Johnnie Lewis-Banks</i> (Signature of Contracting Officer) |
| | 16C. DATE SIGNED 4/30/08 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-08-J-00008/P00002

PAGE OF
 2 | 2

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Service.</p> <p>For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)</p> <p>Requisition No: RUAS-08-00003, RUAS-08-00051, RUAS-08-00111</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-01-00-00-00-00-GE-OE-22-02-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-000-00-00-00-00-00-GE-OE-25-14-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-0000-00-00-00-00-00-GE-OE-25-14-CGSHUT Funded: (b) (4)</p> | | | | 826,258.00 |

| | | | |
|--|---------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE 09/23/2008 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 1780749690000 | FACILITY CODE | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-08-J-00008 | 10B. DATED (SEE ITEM 11) 10/26/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule
Net Increase: \$222,489.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time and Materials or Labor Hours (Sep 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is:

- To increase funding from \$1,224,562.00 by \$222,489.00, to a new total of \$1,447,051.00.
- To include a labor rate increase to cover non-Coast Guard shuttle bus routes, for the months of September and October of 2008.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|-----------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johnnie Lewis-Banks | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA Johnnie Lewis-Banks (Signature of Contracting Officer) | 16C. DATE SIGNED 9/24/08 |

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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001 | <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Service.</p> <p>For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)</p> <p>Requisition No: RUAS-08-00003, RUAS-08-00051, RUAS-08-00111, RUAS-08-00182</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-01-00-00-00-00-00 -GE-OE-22-02-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-000-00-00-00-00-00-00 -GE-OE-25-14-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-0000-00-00-00-00-00-00 -GE-OE-25-14-CGSHUT Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0700-02-01-00-00-00-00 -GE-OE-25-14-DHSSHU Funded: (b) (4)</p> | | | | 222,489.00 |

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00004 | 3. EFFECTIVE DATE 09/26/2008 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 1780749690000 | FACILITY CODE | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-08-J-00008 | 10B. DATED (SEE ITEM 11) 10/26/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$64,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time and Materials or Labor Hours (Sep 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to add funding to Task Order HSHQDC-08-J-00008.

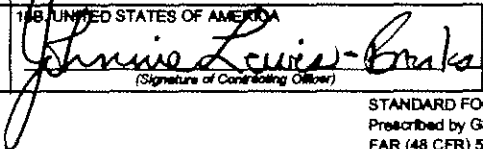
As a result of this modification, total funding under the task order is increased from \$1,447,051.00 by \$64,000.00, to a new total of \$1,511,051.00.

FOB: Destination

Period of Performance: 09/26/2008 to 10/28/2008

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|-----------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jonnice Lewis-Banks | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 18B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 18C. DATE SIGNED 9/28/08 |

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Service.</p> <p>For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)</p> <p>Requisition No: RUAS-08-00003, RUAS-08-00051, RUAS-08-00111, RUAS-08-00173, RUAS-08-00182</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-01-00-00-00-00-GE-OE-22-02-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-000-00-00-00-00-00-GE-OE-25-14-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-0000-00-00-00-00-00-GE-OE-25-14-CGSHUT Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0700-02-01-00-00-00-GE-OE-25-14-DHSSHU Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-00-00-00-00-00-GE-OE-25-14-SHUTLE Funded: (b) (4)</p> | | | | 64,000.00 |

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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00005 | 3. EFFECTIVE DATE 09/29/2008 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS | 7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Office of Procurement Operations Dept. Operations Acquisition Div. Attn: Frank Rumph, (b) (6) 245 Murray Lane, SW, Building 410 Washington DC 20528 | CODE DHS/OPO/DEPT. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 1780749690000 | FACILITY CODE | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 HSHQDC-08-J-00008 | 10B. DATED (SEE ITEM 11) 10/26/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$24,616.54

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) 52.243-3 Changes-Time and Materials or Labor Hours (Sep 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to:

- 1) Incorporate an equitable adjustment for fuel surcharge costs, for the months of May 2008 to October 2008.
- 2) Incorporate a revised labor rate for Coast Guard routes, for the months of May 2008 to October 2008.

As a result of this modification, total funding under the task order is increased from \$1,511,051.00 by \$24,616.64, to a new total of \$1,535,667.50.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johnnie Lewis-Banks |
| 15B. CONTRACTOR/OFFEROR | 16B. UNITED STATES OF AMERICA |
| (Signature of person authorized to sign) | (Signature of Contracting Officer) Johnnie Lewis-Banks |
| 15C. DATE SIGNED | 16C. DATE SIGNED 9/30/08 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/HSHQDC-08-J-00008/P00005

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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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | <p>FOB: Destination Period of Performance: 09/30/2008 to 10/28/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Scheduled Shuttle Bus Service.</p> <p>For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)</p> <p>Requisition No: RUAS-08-00003, RUAS-08-00051, RUAS-08-00111, RUAS-08-00173, RUAS-08-00182, RUAS-08-00190</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-01-00-00-00 -GE-OE-22-02-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-000-00-00-00-00 -GE-OE-25-14-USCGSH Funded: \$0.00</p> <p>Accounting Info: RMT8018-000-MA-20-01-00-000-02-07-0000-00-00-00-00 -GE-OE-25-14-CGSHUT Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0700-02-01-00-00 -GE-OE-25-14-DHSSHU Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0600-00-00-00-00 -GE-OE-25-14-SHUTLE Funded: \$0.00</p> <p>Accounting Info: NONE008-000-MA-20-01-00-000-02-07-0700-00-00-00-00 -GE-OE-25-14-DHSSHU Funded: (b) (4)</p> | | | | 24,616.54 |

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 15, 17, 22, 24, & 28

1. CONTRACTING NUMBER: HSHQDC-07-D-00042
 2. ORDER NUMBER: [Blank]
 3. SOLICITATION NUMBER: [Blank]
 4. SOLICITATION REFERENCE: [Blank]
 5. EFFECTIVE DATE: 08/08/2007

7. FOR SOLICITATION INFORMATION CALL: Frank Rumph
 8. TELEPHONE NUMBER: 202-447-5588
 9. OFFER DEADLINE DATE: [Blank]

1. ADDRESS: 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
 18. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE 100.00% FOR:
 SMALL BUSINESS
 EMERGING SMALL BUSINESS
 HUBBONE SMALL BUSINESS
 SERVICE DISABLED VETERAN OWNED SMALL BUSINESS
 8(a)

19. DELIVERY POINT OR DESTINATION (UNLESS BLOCK 18 MARKED): [Blank]
 20. ESTIMATE TERM: Net 30
 SEE SCHEDULE
 21. THIS CONTRACT IS RATED UNDER FAR (15 CFR 700): [Blank]
 22. RATING: [Blank]
 23. METHOD OF SOLICITATION: CFP, CFP, CFP

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

26. CONTRACTOR/OFFEROR: R H G GROUP INC, 915 5TH STREET NW, WASHINGTON, DC 200012501
 CODE: 1780749690000
 FACILITY CODE: [Blank]
 27. PAYMENT WILL BE MADE BY: Department of Homeland Security, Departmental Operations Branch, Room 3621, 245 Murray Lane, SW, Building 410, Washington DC 20528
 CODE: [Blank]

TELEPHONE NO: [Blank]
 28. CHECK IF PERTINANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 29. CHECK IF PERTINANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 30. CHECK IF PERTINANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

| 19 ITEM NO | 20 SCHEDULE OF SUPPLIES/SERVICES | 21 QUANTITY | 22 UNIT | 23 UNIT PRICE | 24 AMOUNT |
|------------|---|-------------|---------|---------------|-----------|
| | Tax ID Number: (b)(4) DUNS Number: 1780749690000 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) | | | | |

31. ACCOUNTING AND APPROPRIATION DATA: Funding will be obligated under individual task orders.
 32. TOTAL AWARD AMOUNT, For Gov Use Only: 50.00

33. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED AS ADDENDA: ARE, ARE NOT ATTACHED
 34. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 ATTACHED: ARE, ARE NOT ATTACHED

35. 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.
 36. AWARD OF CONTRACT REF DATED: [Blank] TOLN OFFER ON SOLICITATION BLOCK 5; INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

37. SIGNATURE OF OFFEROR/CONTRACTOR: Charles M. Wurz
 38. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Victoria D. Short

39. NAME AND TITLE OF SIGNER: Charles M. Wurz, Vice Pres.
 40. DATE SIGNED: 8-9-2007
 41. NAME OF CONTRACTING OFFICER: Victoria D. Short
 42. 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: (b) (4) Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV | (b) (4) | | (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) | | (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) | | (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) | | (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 _____ 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
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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 (b) (4) 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) | | (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

FAR 52.216-19 Order Limitations (Oct 1995)

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

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

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

(2) Any order for a combination of items in excess of 115,919 hours; or
(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

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

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

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

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

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

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

FAR 52.237-3 Continuity of Services (Jan1991)

(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: (b) (6)

| | | | |
|--|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE 09/04/2007 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable) |
| 6. 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. OPS | 7. ADMINISTERED BY (if other than item 6) 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. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | 9A. AMENDMENT OF SOLICITATION NO. (x) | |
| CODE 1780749690000 | | 9B. DATED (SEE ITEM 11) | |
| FACILITY CODE | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 | |
| | | 10B. DATED (SEE ITEM 11) 08/08/2007 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Unilateral-FAR 52.243-3 Changes-Time and Materials or Labor Hours Sept 2000 |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: (b) (4)
DUNS Number: 178074969+0000

The purpose of this modification is as follows:

- 1) Correct the "total amount of award" to read \$3,508,095.60 vice \$7,016.161.20.
- 2) Correct the value and quantity of hours for CLINS 0001, 1001, 2001, 3001, and 4001 as shown below.

For questions regarding this modification please contact Victoria D. Short, Contracting Officer, at (b) (6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | | |
|---|--|------------------|------------------------------------|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 15D. UNITED STATES OF AMERICA | 15E. DATE SIGNED |
| | (Signature of person authorized to sign) | | (Signature of Contracting Officer) | 9/5/07 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-07-D-00042/P00001

PAGE OF
 2 3

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) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | FOB: Destination Period of Performance: 08/08/2007 to 08/07/2012 Change Item 0001 to read as follows (amount shown is the obligated amount): The Contractor shall provide Shuttle Bus 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. | | | | |
| 0001 | Scheduled Shuttle Bus Service Obligated Amount: \$0.00 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV | (b) (4) | | (b) (4) | |
| | Change Item 1001 to read as follows (amount shown is the obligated amount): | | | | |
| 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) | | (b) (4) | |
| | Change Item 2001 to read as follows (amount shown is the obligated amount): | | | | |
| 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) | | (b) (4) | |
| | Change Item 3001 to read as follows (amount shown is the obligated amount): | | | | |
| 3001 | Scheduled Shuttle Bus Service Amount: (b) (4) (Option Line Item) Continued ... | (b) (4) | | (b) (4) | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00042/P00001

PAGE OF
3 3

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>06/08/2010 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</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 (b) (4) hours. The maximum guarantee for the entire contract term (including option years) shall not exceed (b) (4) hours.</p> | (b) (4) | | (b) (4) | |

| | | | |
|--|---------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE 12/05/2007 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. 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. OPS | 7. ADMINISTERED BY (If other than item 6) 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. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 1780749690000 | FACILITY CODE | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 | 10B. DATED (SEE ITEM 11) 12/05/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) FAR 52.243-3 Changes-Time and Materials or Labor Hours (Sep 2000) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to incorporate revised Labor Rates which include health and welfare fringe benefits, in accordance with the Department of Labor Wage Determination 2005-2103 Rev. 4 dated July 5, 2007, and RHG's email dated November 29, 2007.

The hourly labor rate for CLIN 0001 is hereby change from (b) (4) an hour.

For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|--|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johanie Lewis-Banks |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA Johanie Lewis-Banks (Signature of Contracting Officer) | 16C. DATE SIGNED 12/12/2007 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00042/P00002

PAGE OF
2 2

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 08/08/2007 to 08/07/2012 | | | | |

| | | | |
|--|---------------------------------|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE 08/08/2008 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. 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. OPS | 7. ADMINISTERED BY (If other than Item 6) 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. OPS |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 1780749690000 FACILITY CODE | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 | 10B. DATED (SEE ITEM 11) 08/08/2007 |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Funding will be obligated under individual task orders.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) FAR Clause 52.217-9 Option to Extend the Term of the Contract (MAR 2000) |

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000

The purpose of this modification is to exercise Option Year 1 for CLIN 1001. The Period Of Performance is August 8, 2008 through August 7, 2009.

The Department of Labor-Wage Determination 2005-2103 Rev. 4 dated 05/29/2008 is hereby incorporated by reference.

For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jonnice Lewis-Banks |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 15D. UNITED STATES OF AMERICA | 15E. DATE SIGNED 8/8/08 |
| 16C. SIGNATURE OF CONTRACTING OFFICER <i>Jonnice Lewis-Banks</i> (Signature of Contracting Officer) | |

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 1001 | FOB: Destination Change Item 1001 to read as follows (amount shown is the obligated amount): Scheduled Shuttle Bus Service Obligated Amount: \$0.00 Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV | (b) (4) | ■ | (b) (4) | |

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 6
Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support And Clerical Occupations | |
| 01011 - Accounting Clerk I | 14.05 |
| 01012 - Accounting Clerk II | 15.78 |
| 01013 - Accounting Clerk III | 20.27 |
| 01020 - Administrative Assistant | 25.95 |
| 01040 - Court Reporter | 19.46 |
| 01051 - Data Entry Operator I | 13.07 |
| 01052 - Data Entry Operator II | 14.26 |
| 01060 - Dispatcher, Motor Vehicle | 16.79 |
| 01070 - Document Preparation Clerk | 13.64 |
| 01090 - Duplicating Machine Operator | 13.64 |
| 01111 - General Clerk I | 13.92 |
| 01112 - General Clerk II | 15.32 |
| 01113 - General Clerk III | 18.74 |
| 01120 - Housing Referral Assistant | 23.83 |
| 01141 - Messenger Courier | 11.25 |
| 01191 - Order Clerk I | 14.74 |
| 01192 - Order Clerk II | 16.29 |
| 01261 - Personnel Assistant (Employment) I | 16.90 |
| 01262 - Personnel Assistant (Employment) II | 18.90 |
| 01263 - Personnel Assistant (Employment) III | 21.66 |
| 01270 - Production Control Clerk | 21.29 |
| 01280 - Receptionist | 13.18 |
| 01290 - Rental Clerk | 16.16 |
| 01300 - Scheduler, Maintenance | 16.16 |
| 01311 - Secretary I | 17.26 |
| 01312 - Secretary II | 19.41 |
| 01313 - Secretary III | 23.83 |
| 01320 - Service Order Dispatcher | 16.10 |
| 01410 - Supply Technician | 25.95 |
| 01420 - Survey Worker | 19.46 |
| 01531 - Travel Clerk I | 12.59 |
| 01532 - Travel Clerk II | 13.54 |

| | | |
|-------|--|-------|
| 01533 | - Travel Clerk III | 14.54 |
| 01611 | - Word Processor I | 13.76 |
| 01612 | - Word Processor II | 16.16 |
| 01613 | - Word Processor III | 19.46 |
| 05000 | - Automotive Service Occupations | |
| 05005 | - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 | - Automotive Electrician | 21.37 |
| 05040 | - Automotive Glass Installer | 20.14 |
| 05070 | - Automotive Worker | 20.14 |
| 05110 | - Mobile Equipment Servicer | 17.31 |
| 05130 | - Motor Equipment Metal Mechanic | 22.53 |
| 05160 | - Motor Equipment Metal Worker | 20.14 |
| 05190 | - Motor Vehicle Mechanic | 22.53 |
| 05220 | - Motor Vehicle Mechanic Helper | 16.81 |
| 05250 | - Motor Vehicle Upholstery Worker | 19.66 |
| 05280 | - Motor Vehicle Wrecker | 20.14 |
| 05310 | - Painter, Automotive | 21.37 |
| 05340 | - Radiator Repair Specialist | 20.14 |
| 05370 | - Tire Repairer | 14.43 |
| 05400 | - Transmission Repair Specialist | 22.53 |
| 07000 | - Food Preparation And Service Occupations | |
| 07010 | - Baker | 13.18 |
| 07041 | - Cook I | 11.97 |
| 07042 | - Cook II | 13.28 |
| 07070 | - Dishwasher | 9.82 |
| 07130 | - Food Service Worker | 10.66 |
| 07210 | - Meat Cutter | 16.07 |
| 07260 | - Waiter/Waitress | 8.82 |
| 09000 | - Furniture Maintenance And Repair Occupations | |
| 09010 | - Electrostatic Spray Painter | 18.05 |
| 09040 | - Furniture Handler | 12.78 |
| 09080 | - Furniture Refinisher | 18.39 |
| 09090 | - Furniture Refinisher Helper | 14.11 |
| 09110 | - Furniture Repairer, Minor | 16.31 |
| 09130 | - Upholsterer | 18.05 |
| 11000 | - General Services And Support Occupations | |
| 11030 | - Cleaner, Vehicles | 9.85 |
| 11060 | - Elevator Operator | 9.85 |
| 11090 | - Gardener | 15.70 |
| 11122 | - Housekeeping Aide | 10.89 |
| 11150 | - Janitor | 10.89 |
| 11210 | - Laborer, Grounds Maintenance | 12.07 |
| 11240 | - Maid or Houseman | 10.84 |
| 11260 | - Pruner | 11.37 |
| 11270 | - Tractor Operator | 14.19 |
| 11330 | - Trail Maintenance Worker | 12.07 |
| 11360 | - Window Cleaner | 11.31 |
| 12000 | - Health Occupations | |
| 12010 | - Ambulance Driver | 17.69 |
| 12011 | - Breath Alcohol Technician | 18.55 |
| 12012 | - Certified Occupational Therapist Assistant | 21.01 |
| 12015 | - Certified Physical Therapist Assistant | 21.01 |
| 12020 | - Dental Assistant | 16.90 |
| 12025 | - Dental Hygienist | 40.68 |
| 12030 | - EKG Technician | 24.77 |
| 12035 | - Electroneurodiagnostic Technologist | 24.77 |
| 12040 | - Emergency Medical Technician | 18.55 |
| 12071 | - Licensed Practical Nurse I | 18.60 |
| 12072 | - Licensed Practical Nurse II | 20.82 |
| 12073 | - Licensed Practical Nurse III | 22.85 |

| | | |
|-------|--|-------|
| 12100 | - Medical Assistant | 14.23 |
| 12130 | - Medical Laboratory Technician | 18.04 |
| 12160 | - Medical Record Clerk | 16.06 |
| 12190 | - Medical Record Technician | 17.96 |
| 12195 | - Medical Transcriptionist | 17.93 |
| 12210 | - Nuclear Medicine Technologist | 31.82 |
| 12221 | - Nursing Assistant I | 9.75 |
| 12222 | - Nursing Assistant II | 10.96 |
| 12223 | - Nursing Assistant III | 13.02 |
| 12224 | - Nursing Assistant IV | 14.62 |
| 12235 | - Optical Dispenser | 18.34 |
| 12236 | - Optical Technician | 14.41 |
| 12250 | - Pharmacy Technician | 16.31 |
| 12280 | - Phlebotomist | 14.62 |
| 12305 | - Radiologic Technologist | 28.28 |
| 12311 | - Registered Nurse I | 26.73 |
| 12312 | - Registered Nurse II | 31.24 |
| 12313 | - Registered Nurse II, Specialist | 31.24 |
| 12314 | - Registered Nurse III | 37.77 |
| 12315 | - Registered Nurse III, Anesthetist | 37.77 |
| 12316 | - Registered Nurse IV | 45.28 |
| 12317 | - Scheduler (Drug and Alcohol Testing) | 18.85 |
| 13000 | - Information And Arts Occupations | |
| 13011 | - Exhibits Specialist I | 18.55 |
| 13012 | - Exhibits Specialist II | 23.33 |
| 13013 | - Exhibits Specialist III | 28.11 |
| 13041 | - Illustrator I | 20.40 |
| 13042 | - Illustrator II | 25.28 |
| 13043 | - Illustrator III | 30.91 |
| 13047 | - Librarian | 28.00 |
| 13050 | - Library Aide/Clerk | 13.77 |
| 13054 | - Library Information Technology Systems Administrator | 25.29 |
| 13058 | - Library Technician | 19.05 |
| 13061 | - Media Specialist I | 17.03 |
| 13062 | - Media Specialist II | 19.05 |
| 13063 | - Media Specialist III | 21.24 |
| 13071 | - Photographer I | 14.67 |
| 13072 | - Photographer II | 17.18 |
| 13073 | - Photographer III | 21.52 |
| 13074 | - Photographer IV | 26.05 |
| 13075 | - Photographer V | 29.15 |
| 13110 | - Video Teleconference Technician | 17.59 |
| 14000 | - Information Technology Occupations | |
| 14041 | - Computer Operator I | 17.78 |
| 14042 | - Computer Operator II | 19.88 |
| 14043 | - Computer Operator III | 22.17 |
| 14044 | - Computer Operator IV | 24.64 |
| 14045 | - Computer Operator V | 27.28 |
| 14071 | - Computer Programmer I (1) | 23.12 |
| 14072 | - Computer Programmer II (1) | |
| 14073 | - Computer Programmer III (1) | |
| 14074 | - Computer Programmer IV (1) | |
| 14101 | - Computer Systems Analyst I (1) | |
| 14102 | - Computer Systems Analyst II (1) | |
| 14103 | - Computer Systems Analyst III (1) | |
| 14150 | - Peripheral Equipment Operator | 17.78 |
| 14160 | - Personal Computer Support Technician | 24.64 |
| 15000 | - Instructional Occupations | |
| 15010 | - Aircrew Training Devices Instructor (Non-Rated) | 34.77 |
| 15020 | - Aircrew Training Devices Instructor (Rated) | 42.72 |

| | |
|---|-------|
| 15030 - Air Crew Training Devices Instructor (Pilot) | 50.81 |
| 15050 - Computer Based Training Specialist / Instructor | 31.26 |
| 15060 - Educational Technologist | 30.88 |
| 15070 - Flight Instructor (Pilot) | 50.81 |
| 15080 - Graphic Artist | 26.80 |
| 15090 - Technical Instructor | 23.87 |
| 15095 - Technical Instructor/Course Developer | 29.19 |
| 15110 - Test Proctor | 19.22 |
| 15120 - Tutor | 19.22 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.29 |
| 16030 - Counter Attendant | 9.29 |
| 16040 - Dry Cleaner | 12.21 |
| 16070 - Finisher, Flatwork, Machine | 9.29 |
| 16090 - Presser, Hand | 9.29 |
| 16110 - Presser, Machine, Drycleaning | 9.29 |
| 16130 - Presser, Machine, Shirts | 9.29 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.29 |
| 16190 - Sewing Machine Operator | 12.79 |
| 16220 - Tailor | 13.57 |
| 16250 - Washer, Machine | 10.16 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.95 |
| 19040 - Tool And Die Maker | 23.05 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 17.90 |
| 21030 - Material Coordinator | 21.29 |
| 21040 - Material Expediter | 21.29 |
| 21050 - Material Handling Laborer | 12.65 |
| 21071 - Order Filler | 13.87 |
| 21080 - Production Line Worker (Food Processing) | 17.90 |
| 21110 - Shipping Packer | 14.46 |
| 21130 - Shipping/Receiving Clerk | 14.46 |
| 21140 - Store Worker I | 10.91 |
| 21150 - Stock Clerk | 15.70 |
| 21210 - Tools And Parts Attendant | 17.90 |
| 21410 - Warehouse Specialist | 17.90 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 25.68 |
| 23021 - Aircraft Mechanic I | 24.46 |
| 23022 - Aircraft Mechanic II | 25.68 |
| 23023 - Aircraft Mechanic III | 26.97 |
| 23040 - Aircraft Mechanic Helper | 16.61 |
| 23050 - Aircraft, Painter | 23.42 |
| 23060 - Aircraft Servicer | 18.71 |
| 23080 - Aircraft Worker | 19.90 |
| 23110 - Appliance Mechanic | 20.60 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 24.98 |
| 23130 - Carpenter, Maintenance | 20.88 |
| 23140 - Carpet Layer | 19.33 |
| 23160 - Electrician, Maintenance | 26.56 |
| 23181 - Electronics Technician Maintenance I | 22.73 |
| 23182 - Electronics Technician Maintenance II | 24.13 |
| 23183 - Electronics Technician Maintenance III | 25.42 |
| 23260 - Fabric Worker | 18.04 |
| 23290 - Fire Alarm System Mechanic | 21.46 |
| 23310 - Fire Extinguisher Repairer | 16.50 |
| 23311 - Fuel Distribution System Mechanic | 22.81 |
| 23312 - Fuel Distribution System Operator | 19.38 |

| | | |
|-------|---|-------|
| 23370 | - General Maintenance Worker | 21.17 |
| 23380 | - Ground Support Equipment Mechanic | 24.46 |
| 23381 | - Ground Support Equipment Servicer | 18.71 |
| 23382 | - Ground Support Equipment Worker | 19.90 |
| 23391 | - Gunsmith I | 16.63 |
| 23392 | - Gunsmith II | 19.33 |
| 23393 | - Gunsmith III | 21.62 |
| 23410 | - Heating, Ventilation And Air-Conditioning Mechanic | 22.21 |
| 23411 | - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | |
| 24.37 | | |
| 23430 | - Heavy Equipment Mechanic | 21.46 |
| 23440 | - Heavy Equipment Operator | 21.46 |
| 23460 | - Instrument Mechanic | 21.62 |
| 23465 | - Laboratory/Shelter Mechanic | 20.52 |
| 23470 | - Laborer | 14.27 |
| 23510 | - Locksmith | 19.76 |
| 23530 | - Machinery Maintenance Mechanic | 21.77 |
| 23550 | - Machinist, Maintenance | 21.62 |
| 23580 | - Maintenance Trades Helper | 15.10 |
| 23591 | - Metrology Technician I | 21.62 |
| 23592 | - Metrology Technician II | 22.78 |
| 23593 | - Metrology Technician III | 23.89 |
| 23640 | - Millwright | 25.63 |
| 23710 | - Office Appliance Repairer | 21.63 |
| 23760 | - Painter, Maintenance | 20.52 |
| 23790 | - Pipefitter, Maintenance | 23.19 |
| 23810 | - Plumber, Maintenance | 20.99 |
| 23820 | - Pneudraulic Systems Mechanic | 21.62 |
| 23850 | - Rigger | 21.62 |
| 23870 | - Scale Mechanic | 19.33 |
| 23890 | - Sheet-Metal Worker, Maintenance | 21.62 |
| 23910 | - Small Engine Mechanic | 20.05 |
| 23931 | - Telecommunications Mechanic I | 27.74 |
| 23932 | - Telecommunications Mechanic II | 29.24 |
| 23950 | - Telephone Lineman | 26.38 |
| 23960 | - Welder, Combination, Maintenance | 21.62 |
| 23965 | - Well Driller | 21.62 |
| 23970 | - Woodcraft Worker | 21.62 |
| 23980 | - Woodworker | 16.63 |
| 24000 | - Personal Needs Occupations | |
| 24570 | - Child Care Attendant | 11.63 |
| 24580 | - Child Care Center Clerk | 16.15 |
| 24610 | - Chore Aide | 10.00 |
| 24620 | - Family Readiness And Support Services Coordinator | 14.25 |
| 24630 | - Homemaker | 16.75 |
| 25000 | - Plant And System Operations Occupations | |
| 25010 | - Boiler Tender | 26.10 |
| 25040 | - Sewage Plant Operator | 20.23 |
| 25070 | - Stationary Engineer | 26.10 |
| 25190 | - Ventilation Equipment Tender | 18.37 |
| 25210 | - Water Treatment Plant Operator | 20.23 |
| 27000 | - Protective Service Occupations | |
| 27004 | - Alarm Monitor | 19.43 |
| 27007 | - Baggage Inspector | 12.66 |
| 27008 | - Corrections Officer | 21.30 |
| 27010 | - Court Security Officer | 23.26 |
| 27030 | - Detection Dog Handler | 19.43 |
| 27040 | - Detention Officer | 21.30 |
| 27070 | - Firefighter | 22.39 |
| 27101 | - Guard I | 12.66 |

| | |
|--|-------|
| 27102 - Guard II | 19.43 |
| 27131 - Police Officer I | 24.58 |
| 27132 - Police Officer II | 28.24 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Equipment Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 13.01 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 14.56 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.62 |
| 28515 - Recreation Specialist | 18.04 |
| 28630 - Sports Official | 11.59 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 22.60 |
| 29020 - Hatch Tender | 22.60 |
| 29030 - Line Handler | 22.60 |
| 29041 - Stevedore I | 20.82 |
| 29042 - Stevedore II | 23.68 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2) | 36.27 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 25.01 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 27.54 |
| 30021 - Archeological Technician I | 17.82 |
| 30022 - Archeological Technician II | 19.87 |
| 30023 - Archeological Technician III | 25.95 |
| 30030 - Cartographic Technician | 25.95 |
| 30040 - Civil Engineering Technician | 23.78 |
| 30061 - Drafter/CAD Operator I | 18.72 |
| 30062 - Drafter/CAD Operator II | 20.94 |
| 30063 - Drafter/CAD Operator III | 24.60 |
| 30064 - Drafter/CAD Operator IV | 30.26 |
| 30081 - Engineering Technician I | 20.95 |
| 30082 - Engineering Technician II | 23.53 |
| 30083 - Engineering Technician III | 26.31 |
| 30084 - Engineering Technician IV | 32.61 |
| 30085 - Engineering Technician V | 39.88 |
| 30086 - Engineering Technician VI | 48.25 |
| 30090 - Environmental Technician | 23.50 |
| 30210 - Laboratory Technician | 22.36 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 20.71 |
| 30362 - Paralegal/Legal Assistant II | 25.69 |
| 30363 - Paralegal/Legal Assistant III | 31.38 |
| 30364 - Paralegal/Legal Assistant IV | 37.97 |
| 30390 - Photo-Optics Technician | 27.33 |
| 30461 - Technical Writer I | 21.27 |
| 30462 - Technical Writer II | 25.98 |
| 30463 - Technical Writer III | 31.44 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 23.05 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.89 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 33.43 |
| 30494 - Unexploded (UXO) Safety Escort | 23.05 |
| 30495 - Unexploded (UXO) Sweep Personnel | 23.05 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 24.35 |
| 30621 - Weather Observer, Senior (2) | 26.38 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 12.50 |
| 31030 - Bus Driver | 18.19 |

| | |
|---|-------|
| 31043 - Driver Courier | 12.71 |
| 31260 - Parking and Lot Attendant | 9.53 |
| 31290 - Shuttle Bus Driver | 14.69 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 14.69 |
| 31362 - Truckdriver, Medium | 17.18 |
| 31363 - Truckdriver, Heavy | 18.42 |
| 31364 - Truckdriver, Tractor-Trailer | 18.42 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 11.11 |
| 99095 - Embalmer | 23.05 |
| 99251 - Laboratory Animal Caretaker I | 10.47 |
| 99252 - Laboratory Animal Caretaker II | 11.73 |
| 99310 - Mortician | 29.98 |
| 99410 - Pest Controller | 15.13 |
| 99510 - Photofinishing Worker | 11.59 |
| 99710 - Recycling Laborer | 16.51 |
| 99711 - Recycling Specialist | 20.27 |
| 99730 - Refuse Collector | 14.64 |
| 99810 - Sales Clerk | 11.87 |
| 99820 - School Crossing Guard | 12.51 |
| 99830 - Survey Party Chief | 21.61 |
| 99831 - Surveying Aide | 13.43 |
| 99832 - Surveying Technician | 20.54 |
| 99840 - Vending Machine Attendant | 13.68 |
| 99841 - Vending Machine Repairer | 17.76 |
| 99842 - Vending Machine Repairer Helper | 13.68 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage

rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

2. AMENDMENT/MODIFICATION NO. P00004
 3. EFFECTIVE DATE 05/21/2009
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE DHS/OPO/DEPT.OPS
 7. ADMINISTERED BY (if other than item 6) CODE DHS/OPO/DEPT.OPS

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Dept. Operations Acquisition Div.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Dept. Operations Acquisition Div.
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 R H G GROUP INC
 915 5TH STREET NW
 WASHINGTON DC 200012501

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

CODE 1780749690000 FACILITY CODE

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSHQDC-07-D-00042
 10B. DATED (SEE ITEM 13)
 08/08/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).
 DUNS Number: 178074969+0000

The purpose of this administrative modification is to:

1. Identify the Contracting Officer (CO) as Johnnie Lewis-Banks. Ms. Lewis-Banks can be reached at (b) (6) or Johnnie.Lewis-Banks@dhs.gov.

2. Identify the Contract Specialist (CS) as Frank L. Rumph. Mr. Rumph can be reached at (b) (6) or Frank.Rumph@dhs.gov.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Johnnie Lewis-Banks
 15B. UNITED STATES OF AMERICA
 Johnnie Lewis-Banks
 15C. DATE SIGNED
 5/24/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00042/P00004

PAGE OF
2 2

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>3. Identify the Contracting Officer Technical Representative (COTR) as (b)(2) (b)(6). Ms. (b)(2) (b)(6) can be reached at (b)(2) (b)(6), or (b)(2) (b)(6).</p> | | | | |

| | | | | |
|--|---------------------------------|---|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. P00005 | 3. EFFECTIVE DATE 08/08/2009 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable) | |
| 6. 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.OPS | 7. ADMINISTERED BY (if other than Item 6) 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.OPS | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) R H G GROUP INC 915 5TH STREET NW WASHINGTON DC 200012501 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | 9B. DATED (SEE ITEM 11) | | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-07-D-00042 | | |
| | | 10B. DATED (SEE ITEM 13) 08/08/2007 | | |
| CODE 1780749690000 | FACILITY CODE | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | |

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ copies to the issuing office.


14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 178074969+0000
 The purpose of this modification is to exercise Option Year 2 for CLIN 2001. The Period Of Performance is August 08, 2009 through August 07, 2010.

The Department of Labor Wage Determination 2005-2103 Rev. 8 dated 05/26/2009 is hereby incorporated by reference.

For questions regarding this modification please contact Frank L. Rumph, Contract Specialist, at (b) (6)
 FOB: Destination

Continued ...
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick J. Kennedy |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) |
| | 16C. DATE SIGNED 8/10/09 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-07-D-00042/P00005

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2 2

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) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 2001 | Change Item 2001 to read as follows (amount shown is the obligated amount): Scheduled Shuttle Bus Service Product/Service Code: V999 Product/Service Description: OTHER TRANSPORTATION & RELOCATION SERV | | | (b) (4) | |

WD 05-2103 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 8
Date Of Revision: 05/26/2009

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 14.05 |
| 01012 - Accounting Clerk II | | 15.78 |
| 01013 - Accounting Clerk III | | 20.27 |
| 01020 - Administrative Assistant | | 28.55 |
| 01040 - Court Reporter | | 19.95 |
| 01051 - Data Entry Operator I | | 14.38 |
| 01052 - Data Entry Operator II | | 15.69 |
| 01060 - Dispatcher, Motor Vehicle | | 16.94 |
| 01070 - Document Preparation Clerk | | 14.21 |
| 01090 - Duplicating Machine Operator | | 14.21 |
| 01111 - General Clerk I | | 13.92 |
| 01112 - General Clerk II | | 15.32 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 12.38 |
| 01191 - Order Clerk I | | 14.85 |
| 01192 - Order Clerk II | | 16.29 |
| 01261 - Personnel Assistant (Employment) I | | 17.31 |
| 01262 - Personnel Assistant (Employment) II | | 19.36 |
| 01263 - Personnel Assistant (Employment) III | | 21.66 |
| 01270 - Production Control Clerk | | 22.03 |
| 01280 - Receptionist | | 14.12 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 17.49 |
| 01311 - Secretary I | | 17.49 |
| 01312 - Secretary II | | 19.70 |
| 01313 - Secretary III | | 25.29 |
| 01320 - Service Order Dispatcher | | 16.10 |
| 01410 - Supply Technician | | 28.55 |
| 01420 - Survey Worker | | 19.46 |
| 01531 - Travel Clerk I | | 12.92 |
| 01532 - Travel Clerk II | | 13.89 |
| 01533 - Travel Clerk III | | 14.92 |
| 01611 - Word Processor I | | 14.21 |
| 01612 - Word Processor II | | 16.65 |
| 01613 - Word Processor III | | 19.95 |

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| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.48 |
| 07041 - Cook I | 11.97 |
| 07042 - Cook II | 13.28 |
| 07070 - Dishwasher | 9.82 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 17.04 |
| 07260 - Waiter/Waitress | 9.70 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.05 |
| 09040 - Furniture Handler | 12.78 |
| 09080 - Furniture Refinisher | 18.39 |
| 09090 - Furniture Refinisher Helper | 14.11 |
| 09110 - Furniture Repairer, Minor | 16.31 |
| 09130 - Upholsterer | 18.05 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.50 |
| 11060 - Elevator Operator | 10.50 |
| 11090 - Gardener | 16.22 |
| 11122 - Housekeeping Aide | 11.25 |
| 11150 - Janitor | 11.25 |
| 11210 - Laborer, Grounds Maintenance | 12.47 |
| 11240 - Maid or Houseman | 11.03 |
| 11260 - Pruner | 11.37 |
| 11270 - Tractor Operator | 14.66 |
| 11330 - Trail Maintenance Worker | 12.47 |
| 11360 - Window Cleaner | 11.68 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 19.46 |
| 12011 - Breath Alcohol Technician | 18.55 |
| 12012 - Certified Occupational Therapist Assistant | 21.01 |
| 12015 - Certified Physical Therapist Assistant | 21.01 |
| 12020 - Dental Assistant | 16.97 |
| 12025 - Dental Hygienist | 40.68 |
| 12030 - EKG Technician | 25.95 |
| 12035 - Electroneurodiagnostic Technologist | 25.95 |
| 12040 - Emergency Medical Technician | 20.41 |
| 12071 - Licensed Practical Nurse I | 18.82 |
| 12072 - Licensed Practical Nurse II | 21.09 |
| 12073 - Licensed Practical Nurse III | 23.47 |
| 12100 - Medical Assistant | 14.89 |
| 12130 - Medical Laboratory Technician | 18.04 |
| 12160 - Medical Record Clerk | 16.06 |
| 12190 - Medical Record Technician | 18.27 |

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| 12195 - Medical Transcriptionist | 18.77 |
| 12210 - Nuclear Medicine Technologist | 34.18 |
| 12221 - Nursing Assistant I | 10.47 |
| 12222 - Nursing Assistant II | 11.77 |
| 12223 - Nursing Assistant III | 13.02 |
| 12224 - Nursing Assistant IV | 14.62 |
| 12235 - Optical Dispenser | 20.17 |
| 12236 - Optical Technician | 14.41 |
| 12250 - Pharmacy Technician | 16.47 |
| 12280 - Phlebotomist | 14.62 |
| 12305 - Radiologic Technologist | 28.28 |
| 12311 - Registered Nurse I | 26.73 |
| 12312 - Registered Nurse II | 32.41 |
| 12313 - Registered Nurse II, Specialist | 32.41 |
| 12314 - Registered Nurse III | 38.98 |
| 12315 - Registered Nurse III, Anesthetist | 38.98 |
| 12316 - Registered Nurse IV | 46.73 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 19.75 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.86 |
| 13012 - Exhibits Specialist II | 24.61 |
| 13013 - Exhibits Specialist III | 30.09 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 30.80 |
| 13050 - Library Aide/Clerk | 14.21 |
| 13054 - Library Information Technology Systems Administrator | 27.82 |
| 13058 - Library Technician | 19.89 |
| 13061 - Media Specialist I | 18.73 |
| 13062 - Media Specialist II | 20.95 |
| 13063 - Media Specialist III | 23.36 |
| 13071 - Photographer I | 16.14 |
| 13072 - Photographer II | 18.90 |
| 13073 - Photographer III | 23.67 |
| 13074 - Photographer IV | 28.65 |
| 13075 - Photographer V | 30.69 |
| 13110 - Video Teleconference Technician | 19.35 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.54 |
| 14042 - Computer Operator II | 20.74 |
| 14043 - Computer Operator III | 23.12 |
| 14044 - Computer Operator IV | 25.69 |
| 14045 - Computer Operator V | 28.45 |
| 14071 - Computer Programmer I | (see 1) 25.43 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 18.54 |
| 14160 - Personal Computer Support Technician | 25.69 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 35.71 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 43.84 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 52.55 |
| 15050 - Computer Based Training Specialist / Instructor | 34.39 |
| 15060 - Educational Technologist | 32.75 |

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| 15070 | - Flight Instructor (Pilot) | 52.55 |
| 15080 | - Graphic Artist | 26.80 |
| 15090 | - Technical Instructor | 25.08 |
| 15095 | - Technical Instructor/Course Developer | 30.67 |
| 15110 | - Test Proctor | 20.20 |
| 15120 | - Tutor | 20.20 |
| 16000 | - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 | - Assembler | 9.44 |
| 16030 | - Counter Attendant | 9.44 |
| 16040 | - Dry Cleaner | 12.21 |
| 16070 | - Finisher, Flatwork, Machine | 9.44 |
| 16090 | - Presser, Hand | 9.44 |
| 16110 | - Presser, Machine, Drycleaning | 9.44 |
| 16130 | - Presser, Machine, Shirts | 9.44 |
| 16160 | - Presser, Machine, Wearing Apparel, Laundry | 9.44 |
| 16190 | - Sewing Machine Operator | 13.07 |
| 16220 | - Tailor | 13.90 |
| 16250 | - Washer, Machine | 10.41 |
| 19000 | - Machine Tool Operation And Repair Occupations | |
| 19010 | - Machine-Tool Operator (Tool Room) | 19.22 |
| 19040 | - Tool And Die Maker | 23.38 |
| 21000 | - Materials Handling And Packing Occupations | |
| 21020 | - Forklift Operator | 17.90 |
| 21030 | - Material Coordinator | 22.03 |
| 21040 | - Material Expediter | 22.03 |
| 21050 | - Material Handling Laborer | 12.92 |
| 21071 | - Order Filler | 13.87 |
| 21080 | - Production Line Worker (Food Processing) | 17.90 |
| 21110 | - Shipping Packer | 14.46 |
| 21130 | - Shipping/Receiving Clerk | 14.46 |
| 21140 | - Store Worker I | 11.44 |
| 21150 | - Stock Clerk | 16.46 |
| 21210 | - Tools And Parts Attendant | 17.90 |
| 21410 | - Warehouse Specialist | 17.90 |
| 23000 | - Mechanics And Maintenance And Repair Occupations | |
| 23010 | - Aerospace Structural Welder | 25.68 |
| 23021 | - Aircraft Mechanic I | 24.46 |
| 23022 | - Aircraft Mechanic II | 25.68 |
| 23023 | - Aircraft Mechanic III | 26.97 |
| 23040 | - Aircraft Mechanic Helper | 16.61 |
| 23050 | - Aircraft, Painter | 23.42 |
| 23060 | - Aircraft Servicer | 18.71 |
| 23080 | - Aircraft Worker | 19.90 |
| 23110 | - Appliance Mechanic | 21.62 |
| 23120 | - Bicycle Repairer | 14.43 |
| 23125 | - Cable Splicer | 25.61 |
| 23130 | - Carpenter, Maintenance | 20.99 |
| 23140 | - Carpet Layer | 19.33 |
| 23160 | - Electrician, Maintenance | 27.43 |
| 23181 | - Electronics Technician Maintenance I | 23.70 |
| 23182 | - Electronics Technician Maintenance II | 25.15 |
| 23183 | - Electronics Technician Maintenance III | 26.50 |
| 23260 | - Fabric Worker | 19.01 |
| 23290 | - Fire Alarm System Mechanic | 22.78 |
| 23310 | - Fire Extinguisher Repairer | 17.52 |
| 23311 | - Fuel Distribution System Mechanic | 22.81 |
| 23312 | - Fuel Distribution System Operator | 19.38 |
| 23370 | - General Maintenance Worker | 21.43 |
| 23380 | - Ground Support Equipment Mechanic | 24.46 |
| 23381 | - Ground Support Equipment Servicer | 18.71 |

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| 23382 - Ground Support Equipment Worker | 19.90 |
| 23391 - Gunsmith I | 17.52 |
| 23392 - Gunsmith II | 20.38 |
| 23393 - Gunsmith III | 22.78 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 22.94 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 24.37 |
| 23430 - Heavy Equipment Mechanic | 22.78 |
| 23440 - Heavy Equipment Operator | 22.78 |
| 23460 - Instrument Mechanic | 22.59 |
| 23465 - Laboratory/Shelter Mechanic | 21.62 |
| 23470 - Laborer | 14.27 |
| 23510 - Locksmith | 21.11 |
| 23530 - Machinery Maintenance Mechanic | 22.99 |
| 23550 - Machinist, Maintenance | 21.78 |
| 23580 - Maintenance Trades Helper | 16.61 |
| 23591 - Metrology Technician I | 22.59 |
| 23592 - Metrology Technician II | 23.80 |
| 23593 - Metrology Technician III | 24.96 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.62 |
| 23790 - Pipefitter, Maintenance | 23.19 |
| 23810 - Plumber, Maintenance | 20.99 |
| 23820 - Pneudraulic Systems Mechanic | 22.78 |
| 23850 - Rigger | 22.78 |
| 23870 - Scale Mechanic | 20.38 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.78 |
| 23910 - Small Engine Mechanic | 20.38 |
| 23931 - Telecommunications Mechanic I | 27.74 |
| 23932 - Telecommunications Mechanic II | 29.24 |
| 23950 - Telephone Lineman | 26.38 |
| 23960 - Welder, Combination, Maintenance | 22.78 |
| 23965 - Well Driller | 22.78 |
| 23970 - Woodcraft Worker | 22.78 |
| 23980 - Woodworker | 17.52 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.52 |
| 24620 - Family Readiness And Support Services Coordinator | 15.68 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.10 |
| 25040 - Sewage Plant Operator | 20.73 |
| 25070 - Stationary Engineer | 27.10 |
| 25190 - Ventilation Equipment Tender | 19.08 |
| 25210 - Water Treatment Plant Operator | 20.73 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.57 |
| 27007 - Baggage Inspector | 12.66 |
| 27008 - Corrections Officer | 22.25 |
| 27010 - Court Security Officer | 23.33 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 22.25 |
| 27070 - Firefighter | 22.39 |
| 27101 - Guard I | 12.66 |
| 27102 - Guard II | 20.57 |

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| 27131 | - Police Officer I | 26.14 |
| 27132 | - Police Officer II | 28.99 |
| 28000 | - Recreation Occupations | |
| 28041 | - Carnival Equipment Operator | 13.59 |
| 28042 | - Carnival Equipment Repairer | 14.63 |
| 28043 | - Carnival Equipment Worker | 9.24 |
| 28210 | - Gate Attendant/Gate Tender | 13.01 |
| 28310 | - Lifeguard | 11.59 |
| 28350 | - Park Attendant (Aide) | 14.56 |
| 28510 | - Recreation Aide/Health Facility Attendant | 10.62 |
| 28515 | - Recreation Specialist | 18.04 |
| 28630 | - Sports Official | 11.59 |
| 28690 | - Swimming Pool Operator | 18.21 |
| 29000 | - Stevedoring/Longshoremen Occupational Services | |
| 29010 | - Blocker And Bracer | 23.13 |
| 29020 | - Hatch Tender | 23.13 |
| 29030 | - Line Handler | 23.13 |
| 29041 | - Stevedore I | 21.31 |
| 29042 | - Stevedore II | 24.24 |
| 30000 | - Technical Occupations | |
| 30010 | - Air Traffic Control Specialist, Center (HFO) (see 2) | 38.00 |
| 30011 | - Air Traffic Control Specialist, Station (HFO) (see 2) | 26.21 |
| 30012 | - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.86 |
| 30021 | - Archeological Technician I | 18.93 |
| 30022 | - Archeological Technician II | 21.11 |
| 30023 | - Archeological Technician III | 27.56 |
| 30030 | - Cartographic Technician | 27.56 |
| 30040 | - Civil Engineering Technician | 24.01 |
| 30061 | - Drafter/CAD Operator I | 19.89 |
| 30062 | - Drafter/CAD Operator II | 22.25 |
| 30063 | - Drafter/CAD Operator III | 24.80 |
| 30064 | - Drafter/CAD Operator IV | 30.52 |
| 30081 | - Engineering Technician I | 21.63 |
| 30082 | - Engineering Technician II | 24.29 |
| 30083 | - Engineering Technician III | 27.17 |
| 30084 | - Engineering Technician IV | 33.66 |
| 30085 | - Engineering Technician V | 41.16 |
| 30086 | - Engineering Technician VI | 49.81 |
| 30090 | - Environmental Technician | 24.92 |
| 30210 | - Laboratory Technician | 23.38 |
| 30240 | - Mathematical Technician | 28.94 |
| 30361 | - Paralegal/Legal Assistant I | 21.36 |
| 30362 | - Paralegal/Legal Assistant II | 26.47 |
| 30363 | - Paralegal/Legal Assistant III | 32.36 |
| 30364 | - Paralegal/Legal Assistant IV | 39.16 |
| 30390 | - Photo-Optics Technician | 27.56 |
| 30461 | - Technical Writer I | 21.84 |
| 30462 | - Technical Writer II | 26.70 |
| 30463 | - Technical Writer III | 32.31 |
| 30491 | - Unexploded Ordnance (UXO) Technician I | 24.15 |
| 30492 | - Unexploded Ordnance (UXO) Technician II | 29.22 |
| 30493 | - Unexploded Ordnance (UXO) Technician III | 35.03 |
| 30494 | - Unexploded (UXO) Safety Escort | 24.15 |
| 30495 | - Unexploded (UXO) Sweep Personnel | 24.15 |
| 30620 | - Weather Observer, Combined Upper Air Or (see 2) | 24.80 |
| | Surface Programs | |
| 30621 | - Weather Observer, Senior (see 2) | 27.56 |
| 31000 | - Transportation/Mobile Equipment Operation Occupations | |
| 31020 | - Bus Aide | 13.02 |
| 31030 | - Bus Driver | 18.95 |

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| 31043 - Driver Courier | 12.71 |
| 31260 - Parking and Lot Attendant | 10.07 |
| 31290 - Shuttle Bus Driver | 14.69 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 14.69 |
| 31362 - Truckdriver, Medium | 17.18 |
| 31363 - Truckdriver, Heavy | 18.42 |
| 31364 - Truckdriver, Tractor-Trailer | 18.42 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 11.58 |
| 99095 - Embalmer | 23.05 |
| 99251 - Laboratory Animal Caretaker I | 11.30 |
| 99252 - Laboratory Animal Caretaker II | 12.35 |
| 99310 - Mortician | 31.73 |
| 99410 - Pest Controller | 16.01 |
| 99510 - Photofinishing Worker | 12.75 |
| 99710 - Recycling Laborer | 16.82 |
| 99711 - Recycling Specialist | 20.65 |
| 99730 - Refuse Collector | 14.91 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 13.43 |
| 99830 - Survey Party Chief | 21.94 |
| 99831 - Surveying Aide | 13.63 |
| 99832 - Surveying Technician | 20.85 |
| 99840 - Vending Machine Attendant | 14.43 |
| 99841 - Vending Machine Repairer | 18.73 |
| 99842 - Vending Machine Repairer Helper | 14.43 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.