

**Statement of Work for:  
SIN 411-1 – Ground Passenger Transportation Services**

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**SIN 411 1– GROUND PASSENGER TRANSPORTATION SERVICES**

**SIN Description**

***SIN 411-1, Ground Passenger Transportation Services, NAICS Code 485999 and 485320, OPEN TO ALL SOURCES.***

Federal Agencies spent more than \$11.4 million in transit and ground transportation in FY 2011. Every agency is presently purchasing their ground transportation services via individual procurement processes. The General Services Administration (GSA) offers the opportunity to acquire ground passenger transportation service through its GSA schedules program and leverage the Government’s purchasing power by soliciting for ground transportation services using van, motor coach (bus), taxicab or limousine for both scheduled and unscheduled routes. The Contractor shall provide professional ground transportation services to assist the Government in meeting its driver/shuttle needs. Services include, but are not limited to, the following:

Single Passenger Transport	Multiple Passenger Transport	Driver Services	Airport Transport
VIP Transport	Shuttle Services	Bus Services	Passenger
Assistance Package Support	Reporting		

The recent addition of the Environmental Protection Agency’s SmartWay Transport Partnership to Schedule 48 vendors identifies energy efficient contractors, suppliers, vendors, available to federal agencies for transportation services needs.



Transport Partnership logos inform the transportation services industry and federal agency customers that our vendors are sustainable in support of Executive Order 13514-Federal Leadership in Environmental, Energy, and Economic Performance. Our federal agency customers will also be able to use this qualification to show how they are complying with the Executive Order 13514.

The Ground Transportation services include vendors who offer environmentally sustainable transportation options designed through partnering with the Environmental Protection Agency(EPA) SmartWay Program. The individual performance rankings of these providers may be accessed through the SmartWay program [at: http://www.epa.gov/smartway/partnership/performance.htm](http://www.epa.gov/smartway/partnership/performance.htm) Procurement officers may optimize the environmental performance of their freight operations by selecting the most efficient providers which meet their needs. This approach will lessen the impact of freight transport on the environment by reducing fuel consumption, greenhouse gases, and other air pollutants.

If you are registered as a SmartWay Carrier, Logistics or Shipper Partner, you are encouraged to indicate that on your proposal. Your status may be verified by accessing the SmartWay listing on the EPA website at: <http://www.epa.gov/smartway/partnerlists/partner-list.htm>. Note that while SmartWay partnership is encouraged, it is not a requirement in order to be approved under this SIN.

Vendors who are not registered as SmartWay Partners but who are interested in the SmartWay Transport Partnership must go to the Environmental Protection Agency’s website for additional information on how to join:

<http://www.epa.gov/smartway/partnership/index.htm>

**1. Definitions:**

**Accessorial Charges or Accessorials:** A fee charged to an existing charge that is supplementary to the line-haul. Typical accessorials may include but is not limited to: administration fees, offloading fees, local shipping or delivery charges, handling fees, or fluctuating fuel surcharges.

**Bus Carriers:** Carriers operating motor vehicles authorized by the Federal Highway Administration or State regulatory bodies to transport 16 or more passengers including the driver, passengers and their baggage for compensation.

**Commercial Motor Vehicle (CMV):** A vehicle employed in interstate commerce that is “designed or used to transport more than 8 passengers (including the driver) for compensation.”

**CONUS:** The Conterminous United States, which is the 48 contiguous states and the District of Columbia

**Federal Motor Carrier Safety Regulation (FMCSR):** Part 49, Code of Federal Regulations under web site: <http://www.fmcsa.dot.gov>.

**FIPS:** Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at <http://www.itl.nist.gov/fipspubs/fip95-1.htm>.

**Fiscal Year:** October 1 through September 30

**Fuel Surcharge:** a fee added to an existing charge to cover rise in costs of gasoline or diesel fuel. A surcharge may be either fixed amount per transaction or an amount calculated as a percentage of the charge. Fuel Surcharges, if charged, must be disclosed in the accessorial chart of the Pricing Proposal.

**Industrial Funding Fee (IFF):** The IFF reimburses the General Services Administration for the costs incurred in procuring and managing the Transportation, Delivery and Relocation Solution schedule. The IFF is to be built into the RSVP pricing offered.

**Limo/Van Carriers:** Commercial carriers operating motor vehicles authorized by State or Federal authorities to transport no more than 16 passengers including the driver and passengers’ baggage.

**Limousine:** Means a stretch limousine or any of the four-door, full-size luxury vehicles having a standard seating capacity for Limo/Van Carriers or Non-Commercial Motor Vehicle (non-CMV) operators or carriers operating motor vehicles authorized by State or Federal authorities to transport no more than 15 passengers, the driver and the passengers’ baggage.

**Motor Coach:** A vehicle designed for long distance transportation of passengers, characterized by integral construction with an elevated passenger deck located over a baggage compartment. It’s at least 35 feet in length and transports 30 passengers or more.

**OCONUS:** refers to “outside the Continental United States” that is, any country, state or possession outside of the lower 48 states and the District of Columbia.

**Shuttle:** A motor vehicle with a seating capacity of 7 or more passengers engaged in the business of carrying passengers for hire, or offering to carry passengers for hire, except motor vehicles used as taxicabs, ambulances, sightseeing tour vehicles, and except limousines rented with drivers by contract.

**Taxicabs:** A type of public transport for a single passenger, or small group of passengers, typically for a non-shared ride. A taxicab is a vehicle for hire which conveys passengers between locations of their choice.

**Van:** A motor vehicle used to transport passengers.

**Vehicle:** A motor vehicle as defined in the Motor Vehicle Act.

**Vehicle Condition Report:** A bus standard or service/safety inspection conducted by the contractor prior to dispatch from the company offices.

## 2. **Scope & Complexity.**

**T**he Contractor shall:

- (1) Provide a full range of services necessary to satisfy ordering agencies' ground transportation requirements. The Government is seeking services that industry normally accords to commercial customers.
- (2) Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Clause I-FSS-103 - Scope of Contract - Worldwide.
- (3) Be capable of handling multiple task orders simultaneously.
- (4) Contractors may offer this SIN for performance a) **regionally**, b) **domestically** or c) **worldwide**. Contractors offering on a regional basis must specify the area in which services are being offered for consideration. Please further specify the domestic coverage area for 2(4)b and 2(4)c above (i.e. "48 contiguous states + D.C.", or "all states and U.S. territories"). If offering worldwide, please also specify the domestic coverage area as indicated..

Geographic Service Location(s):

**3. Pricing:**

GSA seeks pricing based on commercial practices. Prices should be discounts off the offeror's commercial rates that may or may not include labor rates for driver services, origin & destination services, equipment, transportation services, storage and cancellation fees. Discounts should also be offered for any commercial/government tariff discounts, materials, insurance and any accessories. Prices must meet the stated Service Contract Act of 1965 and resultant wage determination requirements.

Offerors who are offering Service Employees, as defined in FAR 22.1001, are subject to the Service Contract Act of 1965. Offeror's subject to the Service Contract Act of 1965 must ensure their employees are paid at least the wages and fringe benefits determined by the Department of Labor to prevail in the localities associated with places of performance or, in the absence of a wage determination, the minimum wage set forth in the Fair Labor Standards Act. Offerors subject to the Service Contract Act of 1965 must submit the applicable wage determination which covers their geographic place of performance. To access wage determinations follow the below instructions:

1. Go to <http://www.wdol.gov/>.
2. Click on "Selecting SCA WDs"
3. Select the state and county and continue
4. In response to the question "Were these services previously performed at this locality under an SCA-Covered contract?" select "No."
5. Select the applicable wage determination type.
6. Print the wage determination and include it in your offer.

A Sample chart is provided below. Please include in your offer the relevant labor categories that are specific to your services.

**Wage Determination Number** \_\_\_\_\_, **Revision Number** \_\_\_\_, **Date Revised** \_\_\_\_\_  
**States Covered**

Occupation Code	[insert company name] Base Hourly Rates	Department of Labor (DOL) Wage Rates	Wage Determination Number	Geographic Area Covered
21040 - Material Handling Laborer	\$ _____	\$ _____		
21071 - Forklift Operator	\$ _____	\$ _____		
21130 - Shipping Packer	\$ _____	\$ _____		
21400 - Warehouse Specialist	\$ _____	\$ _____		

31361 - Truck driver, Light	\$ _____	\$ _____		
31362 - Truck driver, Medium	\$ _____	\$ _____		
31364 - Truck driver, Tractor-Trailer	\$ _____	\$ _____		


SIN 411-1, Ground Passenger Transportation Services: Ground Transportation Services utilizing Van, Motor Coach (Bus), Taxicab or Limousine for both scheduled and unscheduled routes. Services are available for single or multiple passenger shuttle transportation between and among specified locations; driver services; airport transport; and VIP transport; etc. within or between cities. All services necessary to provide passenger shuttle services are included.

Proposed Pricing shall be inclusive of the Industrial Funding Fee (IFF).

Description of Service	Unit of Issue	Commercial Rate	Most Favored Customer Rate	Price Offered to Government	Government Discount off Commercial Prices
					%
					%
					%
Accessorial Services Description	Unit of Issue	Commercial Rate	Most Favored Customer Rate	Price Offered to Government	
					%
					%
					%

**4. General Requirements:**

The Contractor shall:

- (1) Provide commercial ground transportation services using van, motor coach (bus), taxicab or limousine for both scheduled and unscheduled routes. Services can be used for single or multiple passenger shuttle transportation between and among specified locations; driver services; airport transport; VIP transport, etc. within or between cities.
- (2) Furnish all vehicles, insurance, drivers, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide passenger ground transportation services for ordering agencies.
- (3) Provide driver-only services to operate Government-owned/rented/leased vehicles as specified by the ordering agency. In such cases the Government will provide the vehicle, and maintenance.

- (4) Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- (5) Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph (s) Order of precedence of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at [onthego@gsa.gov](mailto:onthego@gsa.gov) within 5 business days of execution.
- (6) Fuel may be provided by the Government or by contractor, as stipulated in task orders issued under this contract.
- (7) In the event of a recovery purchase, contractor may be required to provide and implement close-out and shutdown procedures.

**5. Reports:**

The Contractor shall:

- (1) Provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially.
- (2) Include all passenger information for transactions paid by all forms of payment, including, but not limited to Government Charge Card will be in all reports
- (3) Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, the number of passengers and packages transported by day and time; passenger lists; mileage; etc. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its ground transportation program. Reports should be available on a monthly, quarterly and yearly basis, and have the ability to roll up data at an aggregate level for the agency.
- (4) Provide the GSA Contracting Officer with a **quarterly** report, electronically, on contract usage that details each ordering agency's ground passenger expenditures for the given report period, and provide a cumulative total across all agencies serviced, by type of service ordered for the fiscal year report period. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. **The report is due by the 15<sup>th</sup> calendar day after the end of each report period** as indicated below:

<b>Service Provided Between</b>	<b>Services Report Due to GSA By</b>
January 1 and March 31	<b>April 15</b>
April 1 and June 30	<b>July 15</b>
July 1 and September 30	<b>October 15</b>
October 1 and December 31	<b>January 15</b>

The information shall be provided in an electronic commercial format readable in Microsoft Excel 2003, SP-2 and **e-mailed to 1) the Contracting Officer; 2) [travel.programs.gov](http://travel.programs.gov) and 3) [onthego@gsa.gov](mailto:onthego@gsa.gov)**

**The Title of the Email must state:**

- 1) the Contract Number;
- 2) Your Company's Name;
- 3) The Special Item Number (SIN); and
- 4) The words "Quarterly Ground Passenger Transportation Report, by Agency";

Please note, GSA envisions moving to a web-based reporting mechanism to standardize and simplify reporting requirements and may, at GSA’s option, require reports be filed through an automated reporting tool provided by GSA. Data fields to be reported are, but not limited to, the following:

Type of Service	Agency	Number of Transactions* (List by type of Service Ordered)	Dollar Value of Transactions* (List by type of service ordered)

ACCESSORIALS NOTE: Each **individual accessorial is also considered a “type of service”** ordered. For each accessorial charge identify and name the accessorial and list the total number of accessorials used and the total dollar amount for each accessorial used during the period reported.

**Failure to Submit Reports.** The failure to submit the shipment report in two (2) consecutive quarters and or three (3) of four (4) quarters may result in negative evaluation when considering performance rating for renewing options and may result in termination of the Contract. Contractors with contracts on file for Ground Transportation **are required to submit a report even if no services were provided during the quarter.**

- (5) **Fraudulent Use:** The contractor shall provide the GSA Contracting Officer a quarterly report listing any suspected fraudulent use of the Transportation, Delivery, and Relocation Solutions Schedule 48 by authorized or unauthorized users (e.g. using the TDRS schedule for personal use vs. official government purposes). Contractors may report suspected fraudulent use to the GSA Contracting Officer at any time.

The Contractor shall include such information that would identify the possible fraud that occurred. The information, if applicable, should include the name of the agency, account number if applicable, name and address of account, point of contact and phone number for the account, billing and payment information, the reason why it suspects fraudulent use, and any action taken by the Contractor. The Contractor shall provide any other additional relevant information.

**6. Specific Requirements:**

The Contractor shall perform the following: **a)**

**Operating Authority and Compliance:**

- (1) The Contractor shall have and maintain current charter or common carrier operating authority as required by the appropriate regulatory agencies. The Contractor shall comply with all stipulations and representations required by any Federal, State, Municipal or local laws or executive orders, or any applicable rules, orders, regulations, or requirements of any commercial carriers.
- (2) Ensure all drivers and equipment are in compliance with the Department of Transportation Federal Motor Carrier Safety Regulations.
- (3) Ensure all vehicles have the United States Department of Transportation (USDOT) Numbers for all vehicles involved in interstate commerce, whether they are private carriers or for hire carrier.
- (4) Ensure that limousine services are in compliance with 49 C.F.R. Parts 390-399 of Federal Motor Carrier Safety Regulations (FMCSR).
- (5) Ensure that shuttle buses are in compliance with 49 CFR Part 38 – Americans and Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- (6) Ensure vehicles are accessible for standard or motorized wheelchairs or motor scooters, which includes appropriate locking devices when required by ordering agency.
- (7) For task order purposes, DOD may require the Contractors to be on DOD’s Approved Carrier List for the term of the order.

- (8) In the event landline and wireless communications may be unstable or unreliable, contractor shall ensure there is adequate back-up communication between central dispatch, field staff, bus operators and other parties as specified in task orders placed under this contract.

**b) Vehicle and Passenger Safety:**

The Contractor shall:

- (1) Comply with the generally accepted standards for vehicle operation and maintenance practices. As a minimum, the contractor shall comply with all provisions, applicable statutes and agreements which may affect safety, and with all Department of Transportation and State regulations, directives, orders, rules and standards. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of operation, training or maintenance.
- (2) Ensure all operating equipment is properly maintained. Contractor must have in place a company program ensuring the systematic inspection and maintenance of all vehicles in the carrier's control. All parts and accessories must be in safe and reliable operating conditions at all times. This includes vehicles' brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may affect the safe operation of the vehicles.
- (3) Provide a copy of vehicle maintenance records upon request of the agency.
- (4) In the event of an accident or failure of a vehicle, the contractor's driver shall do his/her utmost to ensure the safety of all passengers. The contractor shall immediately dispatch vehicle(s) to the scene to transport stranded passengers while simultaneously notifying the customer agency of the incident and any/all actions taken. The Contractor shall be required to repair or replace the inoperative vehicle within one (1) hour, beginning from the time the vehicle is first determined to be inoperative. The services shall not be considered restored until the contractor officially notifies the customer agency. If the Contractor fails to repair or replace the inoperative vehicle with a similar vehicle as outlined, the agency, at its option, may elect to secure a replacement vehicle from other sources, regardless of the reasons that caused the downtime. The contractor shall be assessed for any cost incurred by the customer agency in securing replacement services.
- (5) Comply with the Department of Transportation (DOT) safety inspections ensuring that each vehicle used in the performance of this contract be inspected in accordance with the inspection requirements of the state/local governmental regions in which the vehicle is garaged and ensure that all vehicle (s) used to transport government employees meet the local and state inspection safety requirements. A current certificate of inspection must be available for review by the ordering agency.
- (6) Prior to departure from the origin point, each driver, may be requested to present to the federal agency a Vehicle Condition Report, indicating a bus standard or service/safety inspection was conducted by the carrier prior to dispatch from the company offices.
- (7) Keep records and logs of mileage, maintenance, accidents and repairs, and so forth, for all vehicles used under this contract for verification purposes. The Contractor shall keep vehicle inspection records in the location where the vehicles are maintained or garaged, for at least 1 year.
- (8) The Contractor shall also maintain employee-training records, documenting training required by the Contractor and equipment operator training and safety training. The records shall be made available to the customer agencies upon request.

**c) Insurance:**

The Contractor shall:

- (1) Possess and maintain adequate liability insurance in accordance with state or local regulations to cover both drivers and vehicles being operated by the drivers at his/her own expense.
- (2) Furnish copies of current insurance coverage for each passenger vehicle required by the applicable regulatory authorities.

- (3) Ensure that all vehicle(s) used to transport government employees and authorized users meet the local and state insurance requirements.
- (4) Possess and maintain insurance coverage for Interstate/Intrastate carriers in the amount required by the Federal Highway Administration (FHA)/state regulatory body, respectively. Contractors operating both intrastate and interstate are required to comply with FHA insurance requirements.
- (5) Possess and maintain general liability insurance of at least \$1,500,000 for any vehicles with a seating capacity of 15 or less (including the driver) and \$5,000,000 if vehicle has a seating capacity of 16 or more passengers.
- (6) Possess and maintain evidence of Worker's Compensation Insurance or a written explanation as to why the Contractor is exempt from the requirement.
- (7) Provide proof of insurance upon request. Proof of commercial insurance is not required for those carriers self insured under FHA/DOT criterion.

**d) Indemnification:**

The Contractor shall:

- (1) Agree to indemnify and save harmless agency from and against any claims brought against agency and liabilities incurred by agency arising from driver's relationship with driver's employees, whether under industrial accident laws, worker's compensation laws, or any other federal, state, or municipal laws, rules, regulations, and orders applicable to the relationship between employers and employees. (See Clause 52.228-10 Vehicular and General Public Liability Insurance (APRIL 1984).
- (2) The Government will not be responsible for violations incurred by the operator or citation issued for deficiencies of the vehicle. Contractor shall agree to indemnify and save harmless the government agency from and against any claims brought against the Agency and liabilities incurred by the Agency arising from Driver's relationship with Driver's employees

**e) Driver:**

The Contractor shall comply with the following:

- (1) All drivers must meet and be in compliance with all state licensing requirements as outlined by the Federal Motor Carrier Safety Regulations (FMCSRs). The Contractor, as an independent contractor, and not as an agent of the Government, shall at his/her own expense, obtain and maintain the necessary permits, franchises, licenses, or other authorizations and certifications required of commercial carriers to lawfully perform the services required under this contract.
- (2) Ensure all drivers assigned to work under this contract are trained, fully qualified, have no criminal or police record, have a safe driving record, have a good command of the English language (both verbal and written). Vehicles shall be operated by drivers who meet all state and local licensing and insurance requirements. Contractor shall ensure all drivers obey all traffic rules and regulations, including posted speed limits, traffic signals and director/parking signs in compliance with applicable state and local laws.
- (3) Ensure drivers are routinely tested for drug and alcohol violations. The Contractor driver's annual summary of drug and alcohol testing records will be provided upon request as part of the inspection in accordance with 49 Code of Federal Regulations Parts 382 and 391. Such services will be at the company's own expense.
- (4) Drivers shall assist passengers with any luggage, including loading the luggage into the vehicle upon pick-up, and retrieving the luggage from the vehicle upon drop-off.
- (5) Drivers, if necessary, shall offer assistance to all passengers into and out of a vehicle that has a high entrance step. This may include placement of a stepping stool below the entrance to make entering and exiting the vehicle easier for passengers.

- (6) Drivers may be required to make circuitous routes in order to pick-up or drop-off passengers at different locations. In such situations, in order to save time and avoid backtracking, drivers shall attempt to get to the next location that is closest first, and so on.

**f) Hours of Operation and Geographic Coverage:**

The Contactor shall:

- (1) Provide ground transportation service on a daily basis (Monday through Friday), except on Federal holidays and other non-work days or official closings observed by the Federal Government. Ordering agencies may require contractors to provide off-hour ground transportation support, as stipulated in task orders placed under this contract.
- (2) Provide ground transportation services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Clause I-FSS-103 – Scope of Contract - Worldwide. The contractor shall be capable of handling multiple task orders simultaneously.

**g) Government-Furnished Property:** The ordering agency may provide the vehicle, maintenance and fuel, etc. when driver only services are required.

**h) Security:** The Contractor shall comply with the security procedures in effect at the Federal Government facility and/or customer agency installations.

**7. Specific Requirements Applicable to Emergency Bus Evacuation Services:**

Contractors may elect to provide services in support of emergency bus evacuations events coordinated by the Federal Emergency Management Administration (FEMA) in response to national or natural disasters. Contractors, when awarded this additional service, must comply with the additional terms outlined below. Contractors who elect to participate must:

General

- Be able to provide CONUS scope contingent upon activation of FEMA support services.
- Provide a minimum of 1% ADA compliant coaches of the total required per task order under emergency events in lieu of the ground passenger transportation SOW requirement “Ensure that shuttle buses are in compliance with 49 CFR Part 38 – Americans and Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.”
- Offer emergency evacuation services 24/7 response.
- Accept/reject task orders within 4 hours after receipt.
- Identify alternative minimum order limitations.
- Identify the places of origin for all subcontractors for purposes of Service Contract Act compliance.
- Firms offering this support must also offer transportation consulting services under Schedule 48 Special Item Number 411-3.
- Support both operational planning of their response to a specific evacuation and to assist federal, state, and local emergency planners in developing preparedness plans.
- Indicate that they will participate in Recovery Purchasing under the GSA Schedule Program as set forth in Section 833 of the John Warner national Defense Authorization for Fiscal Year 2007.

Pricing

- Emergency Plan Response Consultation and Preparation fee
- Planning and Staging Base pricing per Bus Day, which shall include coach, driver, fuel, driver food and driver lodging.
- Propose alternate pricing structures based upon scenarios where the customer requires buses to be parked for extensive periods of time.
- Propose alternate pricing structures based upon scenarios where the federal government provides fuel and/or food and/or lodging.

- Include the statement “All travel and per diem costs associated with delivery of these services is included in the fixed price Bus Day rate herein or provided by the government and will not be billed separately.”
- Propose any cancellation fees that apply. For example: if an ordering agency has requested an Emergency Plan response, and the Contractor has provides a plan of action, has busses fueled and stationed in preparation, but the ordering agency cancels its request, or the need fails to materialize, a cancellation fee will apply to cover the contractor’s emergency preparation costs.