ATTACHMENT A

BLANKET PURCHASE AGREEMENT
AND
STATEMENT OF WORK
U.S. CUSTOMS AND BORDER PROTECTION
SOUTHWEST BORDER
TRANSPORTATION SERVICES

TASK ORDER HSBP1006A01327
MODIFICATION P00003
29 AUG 2007

U.S. CUSTOMS AND BORDER PROTECTION
BLANKET PURCHASE AGREEMENT

Pursuant to a General Services Administration (GSA) Federal Supply Schedule (FSS) Contract Number GS-07F-0382F, a Blanket Purchase Agreement (BPA) is hereby established between The Wackenhut Corporation and U.S. Customs and Border Protection under the term and conditions of the above stated contract and the following terms and conditions incorporated in this BPA.

ADMINISTRATIVE DATA

Primary Point of Contact:

(b) (6)
Director, National Account
The Wackenhut Corp.
4200 Wackenhut Drive, Ste. 100
Palm Beach Gardens, FL 33410-4242
Phone: 1-800-666-5788 or 561-691-6522

Alternate Point of Contact:

(b) (6)
VP, National Account Operations
The Wackenhut Corp.
4200 Wackenhut Drive, Ste. 100
Palm Beach Gardens, FL 33410-4242
Phone: 1-800-666-5788 or 561-691-6522

Taxpayer Identification No: 59-0857245

North American Industry Classification (NAIC) Code: 561612

Description: Transportation and guard services for detainees for the Southwest Border (SWB)

Size Standard: $17.0 Million

The BPA Holder represents that (check all that apply):

It is is not **X** a small business concern

It is is not **X** a service-disabled veteran-owned small business

It is is not **X** a Hub-Zone small business concern

(1) **AUTHORITY** – The authority to establish this BPA is FAR 8.404(b)(4).

(2) DESCRIPTION OF AGREEMENT

Under this agreement, the BPA Holder sha ll provide to U.S. Customs and Border Protection (CBP) transportation and guard services in support of CBP southwest border transportation and guard requirements. Th ese services will be provided when requested by the Contracting Officer. This BPA may include requirements for any organization within CBP, but will primarily focus on the transport requirement for the southwest border region.

(3) SERVICES AVAILABLE UNDER THIS BPA

Reference the Statement of Work (SOW), Attachment 1 to the BPA, for a complete description of the services to be delivered under this agreement.

Incidental Non-GSA FSS Items – For administrative convenience, non-contract items may be added as a separate line item on GSA FSS orders issued under the BPA, if the items are clearly labeled as such, applicable acquisition regulations have been followed, and price reasonableness has been determined for the items.

(4) DELIVERY REQUIREMENTS

Delivery requirements will be specified in each task order.

(5) PRICING

The GSA Schedule pricing has been determined to be fair and reasonable by the GSA. Price to CBP shall be no greater than those charged to the BPA Holder's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for quantity, prompt payment, etc. The prices listed on the BPA list that are in effect on the date of the order shall govern that order, unless more favorable pricing is negotiated. The BPA Pricing Schedule is incorporated in the Agreement as Attachment 2.

The BPA Holder shall update the BPA price list when modifications are made to GSA FSS prices. Price reductions may be offered at any time.

Other Direct Costs (ODC) may be needed on a cost-reimbursable basis. These will be identified by the individual task order.

(6) TERM OF THE BPA

This BPA expires on August 30, 2011, or at the end of the BPA Holder's GSA FSS contract period, whichever is earlier. If the BPA Holder fails to perform in a manner satisfactory to the Contracting Officer, this BPA may be cancelled with 30 days written notice to the BPA Holder by the Contracting Officer.

(6) TERM OF THE BPA

This BPA expires on August 30, 2011, or at the end of the BPA Holder's GSA FSS contract period, whichever is earlier. If the BPA Holder fails to perform in a manner satisfactory to the Contracting Officer, this BPA may be cancelled with 30 days written notice to the BPA Holder by the Contracting Officer.

(7) EXTENT OF OBLIGATION/VOLUME/PURCHASE LIMITATION

This BPA does no obligate funds. Funds will be obligated by the placement of task orders.

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be those as stated in the attached SOW.

There is no purchase limitation for this BPA or any individual task order under this BPA. However, more favorable pricing will be negotiated for all orders if over the FSS MOL, etc.

(8) AUTHORITIES

Tiffany Hixson is the authorized Contracting Officer for this BPA.

Contracting Officer's Authority (FEB 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this BPA. In the event the BPA Holder effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the BPA or task order price to cover an increase in costs incurred as a result thereof. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed task order can be incurred before receipt of a fully executed task order or specific authorization from the Contracting Officer.

Contracting Officer's Technical Representative (COTR) Designation and Authority (MAR 2003)

A Primary COTR and Alternate COTR will be designated for each sector. This information will be provided in the task order.

Performance of work under this contract must be subject to the technical direction of the COTR identified on the task order, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between

work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

Technical direction must be within the scope of the specifications/work statement. The COTR does not have the authority to issue technical direction that:

a. constitutes a change of assignment or addition work outside the specifications/work statement;

b. constitutes a change as defined in the clause entitled "Changes";

c. in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

d. changes any of the terms, conditions or specifications/work statement of the contract;

e. interferes with the contractor's right to perform under the terms and conditions of the contract; or

f. directs, supervises or otherwise controls the actions of the contractor's employees.

Technical direction may be oral or in writing. The COTR will confirm oral direction in writing with (5) five workdays, with a copy to the Contracting Officer.

The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations listed above, the contractor shall notify the Contracting Officer no later than the beginning of the next Government work day.

Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(9) DELIVERY TICKETS

Delivery tickets are not required under this BPA. All services performed shall be ordered via issuance of task orders and invoiced in accordance with the task order instructions.

(10) PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA contract. In addition, all clauses and provisions in full text or incorporated by reference shall apply to orders under this BPA only.

(11) SUBMISSION OF INVOICES

Invoices shall be submitted on a monthly basis in accordance with the instructions included in the individual task order(s).

(12) GOVERNMENT CONSENT OF PUBLICATIONS/ENDORSEMENTS

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product and/or services provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products and/or services.

Under no circumstances shall the Contractor, or any one acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

(13) SECURITY PROCEDURES

All services shall be performed in accordance with the procedures stated in the SOW and contractor's proposal dated June 23, 2006.

(14) TRAVEL (MAR 2003)

Travel and per diem rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, the Federal Travel Regulations, and the Federal Acquisition Regulation (FAR) 31.205-46.

(15) NON-PERSONAL SERVICE (MAR 2003)

The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 93-1.

The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:

a. Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments, for any daily work direction, shall be given by the applicable employee supervisor.

b. Hold him or her out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with the contract, Contractor employees shall identify themselves as such as specify the name of the company of which they work.

c. Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the Government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.

If the Contractor believes any Government action co communication has been given that would create a personal service relationship between the government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

Rules, regulation, directives and requirements which are issued by U.S. Customs and Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs and Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(16) ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this BPA and the contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order:

(i) BPA including the SOW (attached), and then
(ii) The contractor's proposal

SCHEDULE OF SUPPLIES/SERVICES

PERIOD OF PERFORMANCE: August 30, 2006 through August 29, 2007

Item	Description		Qty	U/I	Rate	Total
1001	Guard I		-	Hours	$ -	$ -
1002	Guard II (Officer)					
	San Diego	CA	20,800.0	Hours		
	El Centro	CA	20,800.0	Hours		
	Yuma	AZ	62,400.0	Hours		
	Tucson	AZ	162,240.0	Hours		
	El Paso	TX	132,288.0	Hours		
	Marfa	TX	20,800.0	Hours		
	Delrio	TX	34,944.0	Hours		
	Laredo	TX	27,456.0	Hours		
	Rio Grande	TX	79,872.0	Hours		
			561,600.0	Hours		
1003	Guard II (Sergeant)					
	San Diego	CA	2,080.0	Hours		
	El Centro	CA	2,080.0	Hours		
	Yuma	AZ	6,240.0	Hours		
	Tucson	AZ	14,560.0	Hours		
	El Paso	TX	14,560.0	Hours		
	Marfa	TX	2,080.0	Hours		
	Delrio	TX	4,160.0	Hours		
	Laredo	TX	4,160.0	Hours		
	Rio Grande	TX	8,320.0	Hours		
			58,240.0	Hours		
1004	Guard II (Lieutenant)					
	San Diego	CA	6,656.0	Hours		
	El Centro	CA	-	Hours		
	Yuma	AZ	6,656.0	Hours		
	Tucson	AZ	8,736.0	Hours		
	El Paso	TX	8,736.0	Hours		
	Marfa	TX	-	Hours		
	Delrio	TX	-	Hours		
	Laredo	TX	6,656.0	Hours		
	Rio Grande	TX	6,656.0	Hours		
			44,096.0	Hours		
1005	Supervisor					
	Rio Grande	TX	2,080.0	Hours		
	Yuma	AZ	2,080.0	Hours		
			4,160.0	Hours		
1006	Project Manager					
	Tucson	AZ	2,080.0	Hours		
			2,080.0	Hours		
1007	Lease of Busses		1,200.0	Units x Mths		
1008	Fuel		1,428,571.4	Gallons		
						$ 49,979,942.69

(b) (4)

SCHEDULE OF SUPPLIES/SERVICES (NOTES)

NOTE 1: Lease costs for busses includes maintenance and repairs.

NOTE 2: Line Item 1008 is subject to FAR 52.216-4, Economic Price Adjustment – Labor and Materials. Fuel costs will be charged as they are incurred.

NOTE 3: Fuel and bus costs have been estimated based on each bus traveling an average of 100,000 miles annually.

NOTE 4: Guard/Transport Officers quantities were determined by 33% of the fleet operating every 8-hour shift, seven days per week. Transport teams are composed of a minimum of two armed guard/transport officers (one bilingual) per transport team.

NOTE 5: By contract, each bus lease requires first and last month's payment due upon delivery of bus. Should CBP terminate services prior to the end of any one-year period of performance the remaining associated costs of the bus lease buy-out would be billed to CBP.

SCHEDULE OF SUPPLIES/SERVICES

PERIOD OF PERFORMANCE: August 30, 2007 through August 29, 2008

Item	Description		Qty	U/I	Rate	Total
2001	Guard I		-	Hours	$ -	$ -
2002	Guard II (Officer)					
	San Diego	CA	20,800.0	Hours		
	El Centro	CA	20,800.0	Hours		
	Yuma	AZ	62,400.0	Hours		
	Tucson	AZ	162,240.0	Hours		
	El Paso	TX	132,288.0	Hours		
	Marfa	TX	20,800.0	Hours		
	Delrio	TX	34,944.0	Hours		
	Laredo	TX	27,456.0	Hours		
	Rio Grande	TX	79,872.0	Hours		
			561,600.0	Hours		
2003	Guard II (Sergeant)					
	San Diego	CA	2,080.0	Hours		
	El Centro	CA	2,080.0	Hours		
	Yuma	AZ	6,240.0	Hours		
	Tucson	AZ	14,560.0	Hours		
	El Paso	TX	14,560.0	Hours		
	Marfa	TX	2,080.0	Hours		
	Delrio	TX	4,160.0	Hours		
	Laredo	TX	4,160.0	Hours		
	Rio Grande	TX	8,320.0	Hours		
			58,240.0	Hours		
2004	Guard II (Lieutenant)					
	San Diego	CA	6,656.0	Hours		
	El Centro	CA	-	Hours		
	Yuma	AZ	6,656.0	Hours		
	Tucson	AZ	8,736.0	Hours		
	El Paso	TX	8,736.0	Hours		
	Marfa	TX	-	Hours		
	Delrio	TX	-	Hours		
	Laredo	TX	6,656.0	Hours		
	Rio Grande	TX	6,656.0	Hours		
			44,096.0	Hours		
2005	Supervisor					
	Rio Grande	TX	2,080.0	Hours		
	Yuma	AZ	2,080.0	Hours		
			4,160.0	Hours		
2006	Project Manager					
	Tucson	AZ	2,080.0	Hours		
			2,080.0	Hours		
2007	Lease of Busses		1,200.0	Units x Mths		
2008	Fuel		1,428,571.4	Gallons		

(b) (4)

$ 41,591,343.53

SCHEDULE OF SUPPLIES/SERVICES (NOTES)

NOTE 1: Lease costs for busses includes maintenance and repairs.

NOTE 2: Line Item 2008 is subject to FAR 52.216-4, Economic Price Adjustment – Labor and Materials. Fuel costs will be charged as they are incurred.

NOTE 3: Fuel and bus costs have been estimated based on each bus traveling an average of 100,000 miles annually.

NOTE 4: Guard/Transport Officers quantities were determined by 33% of the fleet operating every 8-hour shift, seven days per week. Transport teams are composed of a minimum of two armed guard/transport officers (one bilingual) per transport team.

NOTE 5: By contract, each bus lease requires first and last month's payment due upon delivery of bus. Should CBP terminate services prior to the end of any one-year period of performance the remaining associated costs of the bus lease buy-out would be billed to CBP.

SCHEDULE OF SUPPLIES/SERVICES

PERIOD OF PERFORMANCE: August 30, 2008 through August 29, 2009

Item	Description		Qty	U/I	Rate	Total
3001	Guard I		-	Hours	$ -	$ -
3002	Guard II (Officer)					
	San Diego	CA	20,800.0	Hours		
	El Centro	CA	20,800.0	Hours		
	Yuma	AZ	62,400.0	Hours		
	Tucson	AZ	162,240.0	Hours		
	El Paso	TX	132,288.0	Hours		
	Marfa	TX	20,800.0	Hours		
	Delrio	TX	34,944.0	Hours		
	Laredo	TX	27,456.0	Hours		
	Rio Grande	TX	79,872.0	Hours		
			561,600.0	Hours		
3003	Guard II (Sergeant)					
	San Diego	CA	2,080.0	Hours		
	El Centro	CA	2,080.0	Hours		
	Yuma	AZ	6,240.0	Hours		
	Tucson	AZ	14,560.0	Hours		
	El Paso	TX	14,560.0	Hours		
	Marfa	TX	2,080.0	Hours		
	Delrio	TX	4,160.0	Hours		
	Laredo	TX	4,160.0	Hours		
	Rio Grande	TX	8,320.0	Hours		
			58,240.0	Hours		
3004	Guard II (Lieutenant)					
	San Diego	CA	6,656.0	Hours		
	El Centro	CA	-	Hours		
	Yuma	AZ	6,656.0	Hours		
	Tucson	AZ	8,736.0	Hours		
	El Paso	TX	8,736.0	Hours		
	Marfa	TX	-	Hours		
	Delrio	TX	-	Hours		
	Laredo	TX	6,656.0	Hours		
	Rio Grande	TX	6,656.0	Hours		
			44,096.0	Hours		
3005	Supervisor					
	Rio Grande	TX	2,080.0	Hours		
	Yuma	AZ	2,080.0	Hours		
			4,160.0	Hours		
3006	Project Manager					
	Tucson	AZ	2,080.0	Hours		
			2,080.0	Hours		
3007	Lease of Busses		1,200.0	Units x Mths		
3008	Fuel		1,428,571.4	Gallons		

(b) (4)

$ 42,687,962.52

SCHEDULE OF SUPPLIES/SERVICES (NOTES)

NOTE 1: Lease costs for busses includes maintenance and repairs.

NOTE 2: Line Item 3008 is subject to FAR 52.216-4, Economic Price Adjustment – Labor and Materials. Fuel costs will be charged as they are incurred.

NOTE 3: Fuel and bus costs have been estimated based on each bus traveling an average of 100,000 miles annually.

NOTE 4: Guard/Transport Officers quantities were determined by 33% of the fleet operating every 8-hour shift, seven days per week. Transport teams are composed of a minimum of two armed guard/transport officers (one bilingual) per transport team.

NOTE 5: By contract, each bus lease requires first and last month's payment due upon delivery of bus. Should CBP terminate services prior to the end of any one-year period of performance the remaining associated costs of the bus lease buy-out would be billed to CBP.

SCHEDULE OF SUPPLIES/SERVICES

PERIOD OF PERFORMANCE: August 30, 2009 through August 29, 2010

Item	Description		Qty	U/I	Rate	Total
4001	Guard I		-	Hours	$ -	$ -
4002	Guard II (Officer)					
	San Diego	CA	20,800.0	Hours		
	El Centro	CA	20,800.0	Hours		
	Yuma	AZ	62,400.0	Hours		
	Tucson	AZ	162,240.0	Hours		
	El Paso	TX	132,288.0	Hours		
	Marfa	TX	20,800.0	Hours		
	Delrio	TX	34,944.0	Hours		
	Laredo	TX	27,456.0	Hours		
	Rio Grande	TX	79,872.0	Hours		
			561,600.0	Hours		
4003	Guard II (Sergeant)					
	San Diego	CA	2,080.0	Hours		
	El Centro	CA	2,080.0	Hours		
	Yuma	AZ	6,240.0	Hours		
	Tucson	AZ	14,560.0	Hours		
	El Paso	TX	14,560.0	Hours		
	Marfa	TX	2,080.0	Hours		
	Delrio	TX	4,160.0	Hours		
	Laredo	TX	4,160.0	Hours		
	Rio Grande	TX	8,320.0	Hours		
			58,240.0	Hours		
4004	Guard II (Lieutenant)					
	San Diego	CA	6,656.0	Hours		
	El Centro	CA	-	Hours		
	Yuma	AZ	6,656.0	Hours		
	Tucson	AZ	8,736.0	Hours		
	El Paso	TX	8,736.0	Hours		
	Marfa	TX	-	Hours		
	Delrio	TX	-	Hours		
	Laredo	TX	6,656.0	Hours		
	Rio Grande	TX	6,656.0	Hours		
			44,096.0	Hours		
4005	Supervisor					
	Rio Grande	TX	2,080.0	Hours		
	Yuma	AZ	2,080.0	Hours		
			4,160.0	Hours		
4006	Project Manager					
	Tucson	AZ	2,080.0	Hours		
			2,080.0	Hours		
4007	Lease of Busses		1,200.0	Units x Mths		
4008	Fuel		1,428,571.4	Gallons		

(b) (4)

$ 43,852,223.68

SCHEDULE OF SUPPLIES/SERVICES (NOTES)

NOTE 1: Lease costs for busses includes maintenance and repairs.

NOTE 2: Line Item 4008 is subject to FAR 52.216-4, Economic Price Adjustment – Labor and Materials. Fuel costs will be charged as they are incurred.

NOTE 3: Fuel and bus costs have been estimated based on each bus traveling an average of 100,000 miles annually.

NOTE 4: Guard/Transport Officers quantities were determined by 33% of the fleet operating every 8-hour shift, seven days per week. Transport teams are composed of a minimum of two armed guard/transport officers (one bilingual) per transport team.

NOTE 5: By contract, each bus lease requires first and last month's payment due upon delivery of bus. Should CBP terminate services prior to the end of any one-year period of performance the remaining associated costs of the bus lease buy-out would be billed to CBP.

SCHEDULE OF SUPPLIES/SERVICES

PERIOD OF PERFORMANCE: August 30, 2010 through August 29, 2011

Item	Description		Qty	U/I	Rate	Total
5001	Guard I		-	Hours	$ -	$ -
5002	Guard II (Officer)					
	San Diego	CA	20,800.0	Hours		
	El Centro	CA	20,800.0	Hours		
	Yuma	AZ	62,400.0	Hours		
	Tucson	AZ	162,240.0	Hours		
	El Paso	TX	132,288.0	Hours		
	Marfa	TX	20,800.0	Hours		
	Delrio	TX	34,944.0	Hours		
	Laredo	TX	27,456.0	Hours		
	Rio Grande	TX	79,872.0	Hours		
			561,600.0	Hours		
5003	Guard II (Sergeant)					
	San Diego	CA	2,080.0	Hours		
	El Centro	CA	2,080.0	Hours		
	Yuma	AZ	6,240.0	Hours		
	Tucson	AZ	14,560.0	Hours		
	El Paso	TX	14,560.0	Hours		
	Marfa	TX	2,080.0	Hours		
	Delrio	TX	4,160.0	Hours		
	Laredo	TX	4,160.0	Hours		
	Rio Grande	TX	8,320.0	Hours		
			58,240.0	Hours		
5004	Guard II (Lieutenant)					
	San Diego	CA	6,656.0	Hours		
	El Centro	CA	-	Hours		
	Yuma	AZ	6,656.0	Hours		
	Tucson	AZ	8,736.0	Hours		
	El Paso	TX	8,736.0	Hours		
	Marfa	TX	-	Hours		
	Delrio	TX	-	Hours		
	Laredo	TX	6,656.0	Hours		
	Rio Grande	TX	6,656.0	Hours		
			44,096.0	Hours		
5005	Supervisor					
	Rio Grande	TX	2,080.0	Hours		
	Yuma	AZ	2,080.0	Hours		
			4,160.0	Hours		
5006	Project Manager					
	Tucson	AZ	2,080.0	Hours		
			2,080.0	Hours		
5007	Lease of Busses		1,200.0	Units x Mths		
5008	Fuel		1,428,571.4	Gallons		

(b) (4)

$ 45,318,638.84

SCHEDULE OF SUPPLIES/SERVICES (NOTES)

NOTE 1: Lease costs for busses includes maintenance and repairs.

NOTE 2: Line Item 5008 is subject to FAR 52.216-4, Economic Price Adjustment – Labor and Materials. Fuel costs will be charged as they are incurred.

NOTE 3: Fuel and bus costs have been estimated based on each bus traveling an average of 100,000 miles annually.

NOTE 4: Guard/Transport Officers quantities were determined by 33% of the fleet operating every 8-hour shift, seven days per week. Transport teams are composed of a minimum of two armed guard/transport officers (one bilingual) per transport team.

NOTE 5: By contract, each bus lease requires first and last month's payment due upon delivery of bus. Should CBP terminate services prior to the end of any one-year period of performance the remaining associated costs of the bus lease buy-out would be billed to CBP.