

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192121FHQCMDEND03		5. PROJECT NO. (If applicable)								
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b)(6); (b)(7)(C) WASHINGTON DC 20536		CODE 70CDCR		7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); (b)(7)(C) Washington DC 20536		CODE ICE/DCR								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAN ANTONIO FAMILY ENDEAVORS INC 535 BANDERA RD SAN ANTONIO TX 782285524				(x) 9A. AMENDMENT OF SOLICITATION NO.										
							9B. DATED (SEE ITEM 11)							
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21C00000001										
				10B. DATED (SEE ITEM 13) 03/16/2021										
CODE 1189144980000		FACILITY CODE												
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. 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: (b)(4)										
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE X</td> <td>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. FAR 52.212-4 (c)</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>							CHECK ONE X	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. FAR 52.212-4 (c)		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)
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E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)														
DUNS Number: 118914498+0000														
COR: (b)(6); (b)(7)(C)														
Phone: _____														
Email: _____														
Contracting Officer: (b)(6); (b)(7)(C)														
Phone: (b)(6); (b)(7)(C)														
Email: _____														
Contract Specialist: (b)(6); (b)(7)(C)														
Phone: (b)(6); (b)(7)(C)														
Continued ...														
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)										
				(b)(6); (b)(7)(C)										
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED								
(Signature of person authorized to sign)				(Signature of Contracting Officer)										

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6); (b)(7)(C)</p> <p>Endeavors POC: (b)(6); (b)(7)(C)</p> <p>Phone: (b)(6); (b)(7)(C)</p> <p>The purposes of this contract modification are as follows:</p> <p>1) Update contract Sections C (Performance Work Statement), E (Inspections and Acceptance), F (Deliveries or Performance), H (Special Contract Requirements), and J (List of Attachments) as attached (Revised Sections C-J);</p> <p>2) Update Attachment 1 to reflect applicable wage determinations corresponding to updated places of performance (Section F.3), as attached;</p> <p>3) Update Attachment 2B - Health Care - Emergency Family Staging Centers, as attached;</p> <p>6) Add line item 0001A for COVID vaccination administration and related costs as set forth below; and</p> <p>7) Add funding in the amount of (b)(4) to line item 0001A for COVID vaccination costs. Costs for line item 0001A shall be separated from line item 0001 on invoices.</p> <p>All other terms and conditions remain unchanged. Accounting Info:</p> <p>(b)(7)(E)</p> <p>Period of Performance: 03/16/2021 to 09/30/2021</p> <p>Add Item 0001A as follows:</p> <p>0001A COVID Vaccination Administration including:</p> <p>(b)(7)(E) additional licensed vocational nurses - Equipment and Supplies (refrigerators, temperature gauges, syringes, needles, EpiPens, band-aids, Diphenhydramine, and back-up coolers)</p> <p>Costs arising out of this line item must be separated on invoices from line item 0001. Obligated Amount: (b)(4)</p>				

(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 See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b)(6); WASHINGTON DC 20536	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); (b)(7)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAN ANTONIO FAMILY ENDEAVORS INC 535 BANDERA RD SAN ANTONIO TX 782285524		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21C00000001	
		10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1189144980000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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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

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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.
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	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: 118914498+0000

(b)(6); (b)(7)(C)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00002

PAGE	OF
2	2

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">(b)(6); (b)(7)(C)</div> <p>The purpose of this contract modification is to add (b)(6); (b)(7)(C) as an alternate contracting officer's representative (ACOR).</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/16/2021 to 09/30/2021</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b)(6); WASHINGTON DC 20536		CODE 70CDCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); (b)(7)(C) Washington DC 20536	
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				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21C00000001	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1189144980000		FACILITY CODE			

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

(b)(4)

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

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DUNS Number: 118914498+0000

(b)(6); (b)(7)(C)

Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00003PAGE OF
2 5NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>(b)(6); (b)(7)(C)</div> <div>Modification purposes: 1) Contract line item (CLIN) 0001: exercise the Government's option to extend services under the authority of FAR 52.217-8 for a period of one month to end on October 31, 2021 with a no-cost extension using existing excess funds already obligated on the contract; 2) CLIN 0001A: exercise the Government's option to extend services under the authority of FAR 52.217-8 for a period of one month to end on October 31, 2021 and obligate funding in the amount of (b)(4) 3) CLIN 0002: add an additional 360 beds at two new Emergency Family Staging Centers (EFSC) as set forth in new CLIN 0002, beginning on September 28, 2021; 4) CLIN 0002: exercise the Government's option to extend services under the authority of FAR 52.217-8 for a period of one month to end on October 28, 2021 and obligate funding in the amount of (b)(4) 5) CLIN 0001B: add new option CLIN 0001B under the authority of FAR 52.217-8 for a two-month (November 1, 2021 - December 31, 2021) extension of the services begun under CLIN 0001 at a total price of (b)(4) 6) CLIN 0001C: add new option CLIN 0001C under the authority of FAR 52.217-8 for a two-month (November 1, 2021 - December 31, 2021) extension of the services begun under CLIN 0001A at a total price of (b)(4) 7) CLIN 0002A: add new option CLIN 0002A under the authority of FAR 52.217-8 for a five-month (October 29, 2021 - March 31, 2022) extension of Continued ...</div>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00003

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>the services begun under CLIN 0002 at a total price of (b)(4)</p> <p>8) Update contract Sections C (Performance Work Statement), F.2 (Period of Performance), F.3 (Places of Performance), and J (List of Attachments) as attached; and</p> <p>9) Attach and incorporate updated and additional wage determinations via Attachment 1 - Applicable Current Wage Determinations (updated 2).</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/16/2021 to 10/31/2021</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Emergency Family Staging Centers 1,239 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available.</p> <p>Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192121FHQCMDEND02</p> <p>(b)(4); (b)(7)(E)</p>				(b)(4)
0001A	<p>Change Item 0001A to read as follows (amount shown is the obligated amount):</p> <p>COVID Vaccination Administration including:</p> <p>(b)(7)(E) additional licensed vocational nurses</p> <p>- Equipment and Supplies (refrigerators, temperature gauges, syringes, needles, EpiPens, band-aids, Diphenhydramine, and back-up coolers)</p> <p>Costs arising out of this line item must be separated on invoices from line item 0001. Requisition No: 192121FHQCMDEND03, 192121FHQCMDEND05</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00003PAGE OF
4 5NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4); (b)(7)(E)				
0001B	<p>Add Item 0001B as follows:</p> <p>Emergency Family Staging Centers 1,239 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available.</p> <p>Period of performance under FAR 52.217-8: November 1, 2021 - December 31, 2021 Amount: (b)(4) (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: Funded: (b)(4)</p> <p>Add Item 0001C as follows:</p>				(b)(4)
0001C	<p>COVID Vaccination Administration including:</p> <p>(b)(7)(E) additional licensed vocational nurses - Equipment and Supplies (refrigerators, temperature gauges, syringes, needles, EpiPens, band-aids, Diphenhydramine, and back-up coolers)</p> <p>Costs arising out of this line item must be separated on invoices from line item 0001.</p> <p>Period of performance under FAR 52.217-8: November 1, 2021 - December 31, 2021 Amount: (b)(4) Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: Funded: (b)(4)</p> <p>Add Item 0002 as follows: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00003PAGE OF
5 5NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Emergency Family Staging Centers 2 360 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192121FHQCMDEND04.1 Accounting Info: (b)(4); (b)(7)(E)				(b)(4)
0002A	Add Item 0002A as follows: Emergency Family Staging Centers 2 360 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available. Period of performance under FAR 52.217-8: October 29, 2021 - March 31, 2022 Amount: (b)(4) (Option Line Item) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: Funded: (b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

5

2. AMENDMENT/MODIFICATION NO.

P00004

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

192122FHQCMDEND06

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

70CDCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

DETENTION COMPLIANCE AND REMOVALS

U.S. Immigration and Customs Enforcement

Office of Acquisition Management

801 I ST NW (b)(7)(C); (b)(6)

WASHINGTON DC 20536

ICE/Detention Compliance & Removals

Immigration and Customs Enforcement

Office of Acquisition Management

801 I Street NW, (b)(7)(C); (b)(6)

Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAN ANTONIO FAMILY ENDEAVORS INC

535 BANDERA RD

SAN ANTONIO TX 782285524

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

70CDCR21C00000001

10B. DATED (SEE ITEM 13)

03/16/2021

CODE

1189144980000

FACILITY CODE

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(b)(4)

See Schedule

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X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

FAR 52.212-4 (c)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

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DUNS Number: 118914498+0000

(b)(6); (b)(7)(C)

Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00004PAGE OF
2 5NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>(b)(6); (b)(7)(C)</div> <p>The purpose of this modification is to:</p> <p>1) Incorporate Contract Clause 52.223-99 - Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors. (OCT 2021) (DEVIATION). (a) Definition. As used in this clause - United States or its outlying areas means-</p> <p>(1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.</p> <p>(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).</p> <p>(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/contractors/.</p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00004

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	whole or in part within the United States or its outlying areas. (End of clause) 2) Contract line item (CLIN) 0001B: exercise the Government's option to extend services under the authority of FAR 52.217-8 for a period of two months to end on December 31, 2021. The total value of the CLIN is increased: (b)(4) 3) Contract line item (CLIN) 0001C: exercise the Government's option to extend services under the authority of FAR 52.217-8 for a period of two months to end on December 31, 2021. The total value of the CLIN is increased: (b)(4) 4) Contract line item (CLIN) 0002A: exercise the Government's option to extend services under the authority of FAR 52.217-8 for a period of two months to end on on December 28, 2021. The total value of the CLIN is increased: (b)(4) 5) The total contract value is increased: (b)(4) All other terms and conditions remain unchanged. Period of Performance: 03/16/2021 to 03/15/2022 Change Item 0001B to read as follows (amount shown is the obligated amount): 0001B Emergency Family Staging Centers 1,239 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00004

PAGE 4 OF 5

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	are available. Period of performance under FAR 52.217-8: November 1, 2021 - December 31, 2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD (b)(4); (b)(7)(E)				
0001C	Change Item 0001C to read as follows (amount shown is the obligated amount): COVID Vaccination Administration including: (b)(7)(E) additional licensed vocational nurses - Equipment and Supplies (refrigerators, temperature gauges, syringes, needles, EpiPens, band-aids, Diphenhydramine, and back-up coolers) Costs arising out of this line item must be separated on invoices from line item 0001. Period of performance under FAR 52.217-8: November 1, 2021 - December 31, 2021 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD (b)(4); (b)(7)(E)				(b)(4)
0002A	Change Item 0002A to read as follows (amount shown is the obligated amount): Emergency Family Staging Centers 2 360 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available. Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00004

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of performance under FAR 52.217-8: October 29, 2021 - March 31, 2022</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount: (b)(4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>(b)(4); (b)(7)(E)</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

P00005

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

70CDCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

DETENTION COMPLIANCE AND REMOVALS
U.S. Immigration and Customs Enforcement
Office of Acquisition Management
801 I ST NW, (b)(6); (b)(7)(C)
WASHINGTON DC 20536

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6); (b)(7)(C)
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAN ANTONIO FAMILY ENDEAVORS INC
535 BANDERA RD
SAN ANTONIO TX 782285524

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
70CDCR21C00000001

10B. DATED (SEE ITEM 13)

CODE 1189144980000

FACILITY CODE

03/16/2021

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 X	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. 52.243-4 Changes
	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 1 copies to the issuing office.

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

DUNS Number: 118914498+0000

(b)(6); (b)(7)(C)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00005

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>(b)(6), (b)(7)(C)</div> <div> <p>The purpose of this modification is to:</p> <p>1) Incorporate wages determination #2015-5239 Revision 17 for Webb County, TX. The Yuma hotel services were relocated to Laredo, TX. The wages are effective as of 11/1/2021.</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/16/2021 to 03/15/2022</p> </div>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.

P00006

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

192122FHQCMDEND06.1

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

70CDCR

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

DETENTION COMPLIANCE AND REMOVALS
U.S. Immigration and Customs Enforcement
Office of Acquisition Management
801 I ST NW, (b)(6); (b)(7)(C)
WASHINGTON DC 20536

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6); (b)(7)(C)
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAN ANTONIO FAMILY ENDEAVORS INC
535 BANDERA RD
SAN ANTONIO TX 782285524

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

70CDCR21C00000001

10B. DATED (SEE ITEM 13)

03/16/2021

CODE 1189144980000

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

Net Increase:

(b)(4)

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 118914498+0000

(b)(6); (b)(7)(C)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00006

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(6); (b)(7)(C)				
	<p>The purpose of this modification is to:</p> <p>1) Incrementally fund CLIN 0002A in the amount of (b)(4) See CLIN 0002A below for details.</p> <p>2) The total obligated amount under this contract is increased: (b)(4)</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/16/2021 to 03/31/2022</p> <p>Change Item 0002A to read as follows (amount shown is the obligated amount):</p> <p>0002A Emergency Family Staging Centers 2 360 Beds and Related Services ICE will pay for beds as they become available at the daily rate of \$(b)(4) per bed until all beds are available.</p> <p>Period of performance under FAR 52.217-8: October 29, 2021 - March 31, 2022 Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>(b)(6); (b)(7)(C)</p>				

(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C000000001/P00006

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>000000</p> <p>Funded: (b)(4)</p> <p>CLIN 0002A is being funded incrementally.</p> <p>The total value of the CLIN is increased:</p> <p>FROM (b)(4)</p> <p>BY:</p> <p>TO:</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192122FHQCMDEND07	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b)(6); WASHINGTON DC 20536		CODE 70CDCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); (b)(7)(C) Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAN ANTONIO FAMILY ENDEAVORS INC 535 BANDERA RD SAN ANTONIO TX 782285524		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21C00000001	
				10B. DATED (SEE ITEM 13) 03/16/2021	
CODE 1189144980000		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

Net Increase:

(b)(4)

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

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

DUNS Number: 118914498+0000

(b)(6); (b)(7)(C)

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00007PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(6); (b)(7)(C)</p> <p>The purpose of this modification is to:</p> <p>1) Provide funding for CLIN 0001C - COVID vaccination administration, in the amount of (b)(4) See CLIN 0001C below for details.</p> <p>2) The total obligated amount under this contract is increased:</p> <p>FROM: (b)(4)</p> <p>BY:</p> <p>TO:</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 03/16/2021 to 03/31/2022</p> <p>Change Item 0001C to read as follows (amount shown is the obligated amount):</p> <p>0001C COVID Vaccination Administration including:</p> <p>(b)(7)(E) additional licensed vocational nurses - Equipment and Supplies (refrigerators, temperature gauges, syringes, needles, EpiPens, band-aids, Diphenhydramine, and back-up coolers)</p> <p>Costs arising out of this line item must be separated on invoices from line item 0001.</p> <p>Period of performance under FAR 52.217-8: November 1, 2021 - December 31, 2021</p> <p>The total obligated amount for this CLIN is increased:</p> <p>(b)(4)</p> <p>FROM:</p> <p>BY:</p> <p>TO:</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4); (b)(7)(E)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192122FHQCMDEND08	
6. ISSUED BY CODE 70CDCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR		5. PROJECT NO. (If applicable)	
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b)(7)(C); (b)(6) WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(7)(C); (b)(6) Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAN ANTONIO FAMILY ENDEAVORS INC 535 BANDERA RD SAN ANTONIO TX 782285524		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21C00000001 10B. DATED (SEE ITEM 13) 03/16/2021			
CODE PC1AM3TAQXD8		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: (b)(4)
 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) Funding Only

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: 118914498

(b)(7)(C); (b)(6)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(7)(C); (b)(6)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21C00000001/P00008PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(6); (b)(7)(C)				
	<p>The purpose of this modification is to:</p> <p>1) Provide funding for CLIN 0002A - Emergency Family Staging Centers 2360 Beds and Related Services in the amount of (b)(4) See CLIN 0002A below for details.</p> <p>2) The total obligated amount under this contract is increased:</p> <p>FROM: (b)(4)</p> <p>BY:</p> <p>TO:</p> <p>All other terms and conditions remain unchanged. Period of Performance: 03/16/2021 to 03/31/2022</p> <p>Change Item 0002A to read as follows (amount shown is the obligated amount):</p> <p>0002A Emergency Family Staging Centers 2 360 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available.</p> <p>Period of performance under FAR 52.217-8: October 29, 2021 - March 31, 2022</p> <p>CLIN Total shall be increased as follows:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount: (b)(4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>(b)(4); (b)(7)(E)</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>(b)(4); (b)(7)(E)</div> <div>CLIN 0002A is being funded incrementally.</div> <div>The total value of the CLIN is increased:</div> <div>FROM (b)(4)</div> <div>BY:</div> <div>TO:</div>				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 192121FHQCMDEND02		PAGE OF 1 84							
2. CONTRACT NO. 70CDCR21C00000001		3. AWARD/ EFFECTIVE DATE 03/16/2021		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE 3/11/2021					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6); (b)(7)(C)		b. TELEPHONE NUMBER (b)(6); (b)(7)(C)		(No collect calls)		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY CODE 70CDCR DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b)(6); (b)(7)(C) WASHINGTON DC 20536				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMAI BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> 8(A) SIZE STANDARD:									
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING							
15. DELIVER TO CODE 000000 VARIOUS LOCATIONS		16. ADMINISTERED BY CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); (b)(7)(C) Washington DC 20536		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP									
17a. CONTRACTOR/ OFFEROR CODE 1189144980000 FACILITY CODE SAN ANTONIO FAMILY ENDEAVORS INC (b)(6); (b)(7)(C) 6363 DE ZAVALA RD SAN ANTONIO TX 782492104 TELEPHONE NO. 2104316466		18a. PAYMENT WILL BE MADE BY CODE ICE-ERO-FOD-FAO DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/DRO-FOD-FAO Williston VT 05495-1620		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		DUNS Number: 118914498+0000 (b)(6); (b)(7)(C)											
(Use Reverse and/or Attach Additional Sheets as Necessary)													
25. ACCOUNTING AND APPROPRIATION DATA See schedule										26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.										27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.										29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6); (b)(7)(C)					31a. (b)(6); (b)(7)(C)					31b. DATE SIGNED 03/16/2021			
30b. NAME AND TITLE OF OFFEROR/CONTRACTOR (Type or print) (b)(6); (b)(7)(C)					30c. DATE SIGNED 3/16/2021					31b. DATE SIGNED 03/16/2021			

19. ITEM NO.	20.	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>(b)(6); (b)(7)(C)</p> <p>This is a firm-fixed price (FFP) contract to provide for Emergency Family Reception Sites. The Contractor shall provide a program of temporary shelter in a safe and secure environment and other related services for noncitizen families who will be evaluated for conditions of release and enrollment into formal monitoring programs, as appropriate and determined by ICE. The Contractor shall provide services in accordance with the Performance Work Statement. All services shall be furnished in compliance with the ICE Family Residential Standards (FRS) as set forth herein.</p> <p>Scope of work changes must be submitted in writing and approved by a warranted ICE Contracting Officer. Any work conducted outside the scope of the terms of this contract will be at the contractor's own risk.</p> <p>Contract Sections: B) SUPPLIES OR SERVICES AND PRICES/COSTS C) PERFORMANCE WORK STATEMENT Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR21C000000001

PAGE OF

3

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NAME OF OFFEROR OR CONTRACTOR

SAN ANTONIO FAMILY ENDEAVORS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	D) PACKAGING & MARKING (Blank) E) INSPECTION AND ACCEPTANCE F) DELIVERIES OR PERFORMANCE G) CONTRACT ADMINISTRATION DATA H) SPECIAL CONTRACT REQUIREMENTS I) CONTRACT CLAUSES J) LIST OF ATTACHMENTS (b)(7)(E); (b)(4) 000000 Period of Performance: 03/16/2021 to 09/30/2021				
0001	Emergency Family Residential Reception Sites 1,239 Beds and Related Services ICE will pay for beds as they become available at the daily rate of (b)(4) per bed until all beds are available. Obligated Amount: (b)(4) Product/Service Code: SZ06 Product/Service Description: HOUSEKEEPING- GUARD The funding provided in this contract is the amount presently available for payment and allotted to this contract. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this contract. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted. The obligated amount of award: (b)(4) The total for this award is shown in box 26.				(b)(4)

Section B

**SECTION B:
SUPPLIES OR SERVICES AND
PRICES/COSTS**

B.1 GENERAL

The Contractor shall provide all management, supervision, labor, and equipment necessary to perform the services identified in the Performance Work Statement on a firm-fixed price basis.

B.2 CONTRACT PRICING

See CLIN 0001 of SF1449 above.

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[END OF SECTION B]

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SECTION C:
PERFORMANCE WORK STATEMENT

U.S. Department of Homeland Security
Immigration and Customs Enforcement



Emergency Family Reception Sites
March 15, 2021

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1. Background

Through this contract, the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) procures temporary residential shelter care and other related services to families in its custody.

2. Objectives

The purpose of this Statement of Work (SOW) is to describe the required equipment, personnel and services, including bed space, that the selected Service Provider(s) must provide a program of temporary shelter in a safe and secure environment and other related services for up to 1,200 residents. The program will service noncitizen families who will be evaluated for conditions of release and enrollment into formal monitoring programs, as appropriate and determined by ICE. All residents will be in the legal custody of ICE; therefore, they can only be released at the direction of ICE.

The specific project goal is the provision of a single-use, non-congregant residential care center that provides other related services twenty-four (24) hours per day, seven (7) days per week, for no longer than 120 hours (with a preferred and aimed length of stay to be less than 72 hours) to noncitizen families who have been approved for such services by ICE. The Service provider will comply with all aspects of the modified Family Residential Standards, agreed upon Healthcare Standard for Emergency Family Reception Shelters, and other requirements required by ICE. These Emergency Family Reception Sites are not confinement facilities, immigration detention facilities, or holding facilities as defined in the Prison Rape Elimination Act regulations. Residents must be protected from sexual assault and abuse and the terms of the FRS will apply.

Service delivery shall be provided in a culturally sensitive manner with appropriate accommodations for the language needs and specific characteristics and needs of this population, which will consist of families with juveniles up to and including 17 years of age and related adults 18 years of age and older. The Service Provider should expect noncitizens from any number of ethnic backgrounds and nationalities.

3. Terms

- a) Admission: A procedure, which includes searching, photographing, health and safety assessment, and collecting personal history data. . Residents will be allowed to retain personal property that is not a health or safety threat as determined by ICE.
- b) Family Unit (FAMU): A group of two or more noncitizens comprised of an adult parent or legal guardian who is 18 years of age or older and at least one child.
- c) Contracting Officer (CO): An ICE employee responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to the contract.
- d) Contracting Officer's Technical Representative (COR): An ICE employee responsible for monitoring all technical aspects and assisting in administering the

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contract.

- e) Service Provider: The entity, which provides the services described in this statement of work.
- f) Local ICE Supervisor in Charge of the Facility: The ICE Enforcement and Removal Operations (ERO) Field Office with responsibility over the facility.
- g) ICE Health Service Corps (IHSC). Serves as ICE Medical Authority for resident health care issues and will provide oversight to the medical care provided by the vendor.
- h) ICE Family Residential Standards (FRS): A set of standards and policies governing the minimum requirements for care and treatment of noncitizens held in ICE family residential centers or programs. See Attachment 2A for those standards that are changed, removed, or remain the same—for the purposes of this document, the standards are referred to as the modified FRS.
- i) Family Residential Program: For the purposes of this document, includes 24-hour supervised residential care for noncitizen family groups.
- j) Health and Safety Assessment: A system of structured observation and/or initial health assessment to identify newly arriving residents who could pose a health or safety threat to themselves or others.
- k) Juvenile and Family Residential Management Unit (JFRMU): A designated unit within ERO Headquarters with the primary responsibility for management and oversight of juvenile and family care, custody, and treatment.
- l) Medical Records: A separate set of records apart from the resident's social record that are maintained by the Service Provider. Although Medical Records may be created and/or maintained by the Service Provider, its sub-Provider, or any other third party, the medical records are the property of ICE.
- m) Policy/Standard: A definite written course or method of action, which guides and determines present and future decisions and action.

4. Applicable Standards

- a) ICE Family Residential Standards (modified)
- b) Flores Settlement Agreement
- c) Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990, as amended (ADA), if applicable, and any other applicable federal, state or local laws or regulations related to nondiscrimination and accommodation for individuals with disabilities.
- d) CDC COVID protocols and ICE's Pandemic Response Requirements
- e) Other requirements as directed by the COR

5. Program Scope and Services

- a) Program Scope
 - i. The Service Provider shall provide shelter care and other services in a residential setting and comply with the modified ICE Family Residential Standards, the Flores Settlement Agreement, agreed upon Healthcare

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Standard for Emergency Family Reception Shelters, and other requirements by ICE if applicable. The design and administration of the program shall be in accordance with all applicable federal, state and local licensing provisions, and the requirements of the modified ICE FRS, as well as other applicable regulations, settlement agreements and court orders. It is the Service Provider's responsibility to assume adequate and appropriate management oversight for the implementation and successful performance of this contract.

- ii. The location of the facilities shall be in El Paso, TX, Cotulla, TX, Pecos, TX, Phoenix, AZ, and Chandler, AZ. ICE reserves the right to award more than one contract for one or multiple facilities. The Service Provider must be able to admit and discharge family units or any part of that unit on a 24-hour per day, seven (7) day a week basis.
- iii. Services shall be provided for the period beginning when the family unit or any part of that unit is placed in the Family Residential Program and ending when ICE releases the family unit or any part of the family unit, transfers him/her to another facility, or removes him/her from the United States. At all times, individuals comprising family units shall remain in the legal custody of ICE, irrespective of residential services provided by Service Provider.
- iv. Each Location must be able to intake and process 30 to 35 individuals each day at each facility (depending on size of the facility) and based on 120-hour stay. The contractor will strive to reduce stay to 72 hours or less.
- v. The Service Provider shall ensure that the family unit(s) and its individual members follow an integrated and structured daily routine that shall include, but not be limited to, the following services, which must be age appropriate in design and/or delivery: recreation (to include activities in individual family hotel rooms), access to legal services as provided by or approved by ICE, and access to religious services. Daily routines may be modified as appropriate and according to the most up to date public health guidance issued by CDC.
- vi. Program rules and disciplinary procedures shall be written and/or translated into a language understood by the residents and appropriate for their level of development. These rules shall be provided to the residents and fully understood by all program staff.
- vii. Program content and plans must accommodate individuals of all ages and abilities, in various stages of personal adjustment amid ICE administrative processing.
- viii. Residents served by this contract are individuals who will be evaluated for release and, as appropriate upon release, participation in alternatives to detention (ATD) programs.
- ix. Residents will have unfettered access to counsel via video and phone calls, even if the legal representative has not entered an appearance in the case before. The Service Provider will accommodate confidential communications with legal representatives.

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- x. The Service Provider shall implement and administer a data management system that tracks and monitors the arrival and departure of each resident along with the services and activities provided.
- xi. The Service Provider shall structure all programs and implement strategies designed to ensure residents remain within the residential setting to include, if necessary, consequences for departing without authorization. Although in a custodial setting, Service Provider is not bound to prevent residents from physically departing, given the particular nature of this reception-like setting. Service Provider shall provide security to ensure resident safety; but said security primary function is to ensure no unauthorized individuals enter the residential facility.
- xii. Appropriate space will be provided to ICE/ERO, including JFRMU, for processing, onsite support, and ATD program enrollment, and other needs.

b) Program Services

The following is a description of program services the Service Provider is required to provide:

- i. Care and Maintenance – Proper physical care, appropriate non-institutional clothing (residents will be permitted to retain their own clothing and personal belongings), personal hygiene items in accordance with applicable law and the modified FRS. Residents personal clothing will be laundered if needed. Residents may have up to 3 sets of appropriate clothing to include their own personal clothing and additional facility-provided clothing as necessary; residents may retain their clothing in their rooms and all residents will be provided cold weather clothing as seasonally required. The Service Provider will also comply with all applicable federal laws, DHS regulations, standards, settlement agreements, and court orders regarding special needs residents. Parents and/or legal guardians are expected to provide direct supervision of children. However, the Service Provider will provide a short-term childcare service, while the parents are on premises, for those instances in which a parent is attending court, meeting with a legal representative, participating in an administrative interview, or for other short-term absences. Service will primarily be provided in the hotel room to insure COVID-19 protocols are maintained.
- ii. Resident Safety Supervision Plan—A resident security and safety plan will be submitted to JFRMU for review and approval upon contract award that must take into account sufficient supervision to protect residents against sexual abuse and assault.
- iii. ICE FRS and Flores Settlement Agreement Compliance—The Service Provider will maintain compliance with the modified ICE FRS, as published

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on the ICE website, the Flores Settlement Agreement, and the attached modification and allow DHS compliance inspectors and court ordered monitors free access to monitor compliance. The Service Provider will correct all identified deficiencies within 30 days unless otherwise agreed by ICE. The Service Provider will correct deficiencies determined to be Life, Health or Safety related immediately upon notice of deficiency.

- iv. Medical/Mental Health– The Service Provider will conduct medical intake screening, including COVID testing, wellness checks, triage emergency cases as needed, and departure screening checks for any plainly observed or reported medical conditions. Screening for human trafficking will be included consistent with the current government-wide National Action Plan to Combat Human Trafficking. The Service Provider will provide residents access to basic medical services 24 hours per day, 7 days per week. The Service Provider shall provide twenty-four (24) hour transportation for off-site medical referrals. In the event of a medical emergency, or medical care beyond acute or basic medical care, Service Provider will call 911 for local medical assistance. Service Provider will not assist in the admission of any residents into local hospitals, this shall be at the direction of ICE.

All residential staff employed by the Service Provider shall meet the modified FRS requirements for First Aid and Medical Emergencies, including being trained initially and annually on how to respond to health-related emergencies, administering first aid and CPR, and obtaining emergency medical assistance. The Service Provider will adhere to updated CDC COVID protocols and the ICE ERO Pandemic Response Requirements.

- v. Case Management – The Service Provider shall provide case management staff to respond to resident requests and concerns as needed (e.g. provide resident referrals to appropriate personnel for care and follow-up to prevent critical incidents and issues (e.g. medical, mental health, etc.), ensure access to communication with legal representatives, provide resident assistance in securing travel arrangements to cities of final destination, and providing referrals to community assistance (i.e. as needed communicating with family members/sponsors, securing resources such as medical/mental healthcare, and housing or placement in a shelter or hospital/institution in the locations of final destination),. The Service Provider will provide additional release information to residents as instructed by ICE ERO.
- vi. Communication–The Service Provider will provide residents information in a language or manner that the residents understand including through qualified bilingual staff or the use of a professional interpretation and translation services (including indigenous languages). The Service Provider

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will provide Spanish translation of all written materials provided to residents. Where practicable, the Service Provider will translate written material for other prevalent language groups in the population who have limited English proficiency. The Service Provider will provide oral interpretation or assistance to residents who speak a language for which there is no written translation and to residents who are illiterate. Residents, including children or other family members housed in the Center, should not be used for interpretation and translation services for another resident other than in emergencies, and even then, only for that period of time before appropriate language services can be procured.

The Service Provider should utilize their professional phone language interpretative services to ensure fulfillment of this requirement. The Service Provider will use auxiliary aids and necessary assistive devices for residents who, because of a disability, need communication accommodations.

Telephones--Residents will have access to telephones for personal and private legal phone calls. Residents will have the ability leave messages for legal representatives. Virtual attorney-client visits shall take place in a space/room that affords privacy and allows for confidential attorney-client conversations. The designated space/room must be equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications.

The Service Provider will post information about the ERO DRIL line next to telephones and ensure residents can communicate with the DRIL (Detention Reporting and Information Line), 1-888-351-4024. ERO may distribute additional postings/flyers for residents.

Attorneys will be able to leave messages for residents who will be permitted to return the call.

In addition to compliance with the above listed requirements, the Service Provider will also be required to comply with the following:

- vii. Orientation – The Service Provider shall provide information regarding personal health and hygiene, that will be delivered during the initial orientation and will be staff-facilitated and delivered through the use of signage, lecture, and written materials in a language residents understand. With regard to personal health and hygiene the following topics will be addressed:
 - How to access and utilize running water with clarification as to hot/cold water spigots
 - Use of wash cloths and towels while bathing

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- Access and proper use of toilets
- The purpose and proper use of toilet tissue
- Laundry services.
- Access and use of feminine products as well as proper disposal
- Purpose and placement of trash receptacles
- How to properly utilize and dispose of disposable diapers for small children
- How to properly handle or dispose of materials soiled
- Dental care tips and techniques to include the use of toothbrushes, toothpaste, and dental floss
- Access and use of first aid items such as bandages
- How to access medical care

The human sexuality/protection program will be delivered using the same formats as those described above. Topics include:

- SAAPI reporting and compliance
- Overview of US laws related to child abuse and neglect and how to report.
- Overview of US laws related to sexual violence and how to report
- Overview of human trafficking and how to report
- Resident rights/coercion awareness

- viii. Recreation and Leisure Time– The Service Provider will provide families with age appropriate activities, games, puzzles, and access to both indoor and outdoor recreation if operationally feasible. Residents will have access to email.
- ix. Religious Services– The Service Provider will provide religious resources, to include streaming of services, religious materials, and will make reasonable attempts to provide other materials as requested by residents and as agreed to with ICE. The Service Provider will maintain widely used religious materials for use by residents.
- x. Food Services – Meal programs shall incorporate a meal service that promotes cultural diversity, provides religious diet accommodations, family unity needs, and accommodates children of all ages, including infants and toddlers. The Food Services will take into consideration a variety of types of meals and meal service and will include child appropriate menu items. Meat based courses will be available at every meal and condiments must be readily available. The Service Provider will prepare daily menus to include special diet menus, such as medically directed, vegetarian, and religious options. Consistent with the Family Residential Standards, the Service Provider will arrange Kosher and Halal meals, which can be prepackaged, when required to accommodate a resident's religious diet. Vegetarian options will also be available for certain religious diet accommodations. The Service Provider will also provide 24-hour access in the housing units to beverages, including milk, fruit, and a rotation of healthy snacks, which

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will be stocked at least twice daily, and will be accessible at all times to residents. Food and formula for infants and toddlers will be stored in each housing unit and provided by Service Provider staff. Meals and snacks will be delivered to each room by Contractor Staff.

The vehicle crew shall provide meals and snacks during any transfer that exceeds six hours roundtrip (and in compliance with the modified Family Residential Standard on Transportation by Land). Staff shall consider when the residents last ate before serving meals and snacks. The requirements specified in the modified Family Residential Standard on Food Service apply equally to food served in transit and while in residence. Special dietary needs should be identified to the Contractor before departure, so suitable meals can be arranged.

In the interest of safety, residents shall have no access to eating utensils (disposable or not) while in transit.

In transit, the crew shall store and service food at the required temperatures. The crew shall maintain a constant supply of bottled drinking water. A small number of disposable garbage receptacles (plastic bags) shall be kept in the driver's compartment, with the remainder stored in the equipment box located in the forward baggage compartment. Appropriate meal items (i.e. sandwiches, bottled water) will be placed in an electronic cooler on board the transport vehicle. The Government will attempt to provide as much notification as possible prior to transports that will exceed six hours so that the above meals can be prepared.

Sack lunches must comply with the modified FRS Food Service unless specifically prepared for ICE Air Operation (IAO) Charter Flights. ICE Air Operation (IAO) Charter Flight sack lunches will only include one sandwich, one granola bar (or acceptable substitute) and one bottle of water. Due to allergy precautions, no peanut butter or peanut-based products are allowed. No fruit, chips or condiments (mustard, ketchup, mayonnaise, etc.) are allowed on ICE Air Operation Charter Flights. Juveniles require two (2) sack lunches.

Additional meals will be provided on a medical-needs basis noted on the medical form.

All other sack lunches will consist of the following:

- Two sandwiches with lunch meat,
- A piece of fruit or a fruit cup,
- Small snack item (for example, a bag of chip);
- Small package of cookies,
- A bottle of water.

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The Service Provider will adjust the sack lunches to accommodate religious diets and medical diets as needed.

These meals shall be provided for all transports.

- xi. Language Access – The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency, including those who speak Indigenous languages. This should be accomplished through the use of the Service Provider’s professional interpretation and translation service or qualified bilingual personnel. Residents, including children or other family members housed in the Center, should not be used for interpretation and translation services for another resident other than in emergencies, and even then, only for that period of time before appropriate language services can be procured. All written materials will be translated into Spanish. Where practicable, the Service Provider will also translate written materials for other prevalent language groups in the population who have limited English proficiency. The Service Provider will provide oral interpretation or assistance to residents who speak a language for which there is no written translation and to residents who are illiterate. The Service Provider should utilize their professional phone language interpretive services to ensure fulfillment of this requirement.

The Service Provider will use auxiliary aids and necessary assistive devices for residents who, because of a disability, need communication accommodations.

- xii. Linens and Bedding –All linens, bedding and mattresses shall be provided and cleaned by the Service Provider in accordance with the modified FRS. The mattresses should be at least 4” in thickness. If 4” mattresses are not available residents who express discomfort with their beds may have access to two 3” mattresses. The material of these items shall be fire-retardant.
- xiii. Housing Units – Housing units will include the following:
 1. Refrigerator – Each suite will have a refrigerator or easy access to one at all times.
 2. Suites – Each suite will accommodate one family and will include bathroom facilities, TV, space to store personal belongings, and a telephone.
 3. Television Programming: Programming will be provided in both English and Spanish.
- xiv. Remote Custody and Transportation Services - The Service Provider shall provide policy and procedures on remote custody and transportation services for approval by the CO.

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1. Remote Custody Services
 - a. The Service Provider shall provide, at the direction of the COR, remote custody services, as may be required, on a 24/7 basis. The Service Provider shall be reimbursed for these services only when the COR directs such services. The Service Provider shall not abandon any facility assignment to perform remote custody services.
 - b. Duties and responsibilities of this function shall be to remain with residents at off-site medically related appointments and health care facilities where the resident has been admitted, or at other locations as directed in writing by the COR.
 - c. The Service Provider shall be authorized one facility staff person of the same gender as the resident for each such remote custody service, unless at the direction of the COR, additional facility staff persons are required.
2. Transportation Services
 - a. The Service Provider shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as directed by the COR and in compliance with the modified FRS, and the Flores Settlement Agreement.
 - b. The Service Provider shall perform transportation, using (b)(7)(E) staff persons per run, one (1) of which must be the same gender as the transported resident.
 - c. The Service Provider shall furnish sufficient vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The Service Provider shall not allow employees to use their privately owned vehicles to transport residents.
 - d. Transportation routes and scheduling shall be accomplished in the most economical manner as approved by the COR.
 - e. The Service Provider personnel provided for the above transportation services shall be of the same qualifications, receive the same training, and complete the same security clearances, as the Service Provider personnel provided for in the other areas of the program.
 - f. The Service Provider shall provide transportations services for off- site medical appointments, emergency medical care, and other locations upon order of the COR, or upon his/her own decision in an urgent medical situation. The Service Provider shall provide transportation to the residence once the resident is ordered released.
 - g. The Service Provider shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g., off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Contractor shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ice.gov>.
 - h. The Health Authority of the Service Provider shall notify ICE as

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soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency situation will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345
Phone: (800) 479-0523
Fax: (512) 460-5538

- i. No security screens, bars or other “cage” type equipment will be utilized in these vehicles. Windows and doors should be secured to prevent opening and closing from within the passenger compartment. Additionally, to every extent possible, commercial seating rather than institutional seating will be used and the passenger compartment must be equipped to support infant and child safety seats secured in a fashion recommended by the manufacturer of the seat and the vehicle. Industry approved infant and child safety seats shall be furnished by the service provider and maintained in accordance with industry standards.
- j. The Service Provider will provide accessible transportation for residents with disabilities, consistent with Section 504 of the Rehabilitation Act of 1973 (Section 504).

xv. Rights of Residents

Each resident is to enjoy all rights as indicated in the modified FRS which shall include but are not limited to:

- 1. Residents will not be referred to as “prisoners,” “detainees,” “aliens,” or “inmates.”
- 2. No mandatory Head Counts will be performed; the Service Provider staff must check in with residents three times per day in a manner approved by ICE.
- 3. Residents maintain parental rights over their children. The Service Provider will follow local and federal mandatory reporting obligations with any suspected child abuse or neglect.
- 4. Residents may wear their own clothes, when available and appropriate.
- 5. Residents will be provided with a private space i.e. their hotel room in the residential program for the storage of personal belongings; children will be

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provided age-appropriate toys, such as stuffed animals, paper, pens, pencils, crayons, toys, and books for communal and personal use; when necessary, communal toys may be removed from resident rooms after 8PM; however, children shall be permitted to keep personal toys and books.

6. Residents may talk privately on the phone in accordance with the modified FRS. phone monitoring shall not be employed.
7. Televisions and TV service will be provided in each room to allow residents the ability to view television programs in both English and Spanish.
8. Residents may visit privately with legal representatives in accordance with the modified FRS and the Flores Settlement Agreement.
9. Residents may send mail in accordance with the modified FRS.
10. Residents may access religious services.
11. The Service Provider shall establish a policy and procedure that shall provide each resident freedom from discrimination based on race, religion, national origin, sex, handicap, or political beliefs, and ensures equal access to various services.
12. The Service Provider will establish a grievance/complaint/suggestion system for residents with issues or concerns.
13. The Service Provider shall ensure that all residents have equal opportunities to participate in activities and receive services offered by the Service Provider.

4. Program Management

a) Organizational Structure and Coordination

- i. The Service Provider shall prepare and submit all policies, plans and procedures required by this SOW and the modified FRS to ICE for review and approval within 15 days of contract award. The Service Provider shall provide a system that ensures all written policies, plans and procedures are reviewed at least annually and updated as necessary. The Service Provider shall provide written certification that they conducted the reviews on schedule. No policy, plan, procedure, or any change under this SOW shall be implemented prior to the written approval of the COR.
- ii. The Service Provider shall have operative plans that identify organizational structures, lines of authority and lines of responsibility for the Service Provider staff. The Service Provider shall also maintain and administer comprehensive plans that facilitate and enhance intra-program and intra-organizational (if appropriate) communication. The Service Provider shall

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- maintain working relationships and liaison with appropriate community organizations and ICE. The Service Provider shall have established policies and procedures in place to provide for shift briefings. The purpose of these structured briefings is to afford staff a pre-scheduled and structured opportunity to pass critical information from one shift to the next.
- iii. The Service Provider shall identify measures it will take or has taken to assure and maintain community receptivity and support and/or reduce community opposition to the program.
- iv. The Service Provider shall comply with the requirements applicable to detention facilities contained in Subpart A of the DHS regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined in Appendix D."

b) Media and Organizational Inquiries –

The Service Provider shall refer all media inquiries to ICE and/or JFRMU for approval. The Service Provider shall not provide any information to the press concerning this contract without prior approval from the ICE PAO. The Service Provider shall immediately notify the ICE PAO of any media or other organizational inquiries. There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

c) Personnel/Staffing:

The Service Provider shall obtain prior written concurrence from the ICE CO prior to the hire of any key personnel, the Service Provider shall submit to JFRMU, Field Office Director, and the CO a request for the review and approval of the job description, resume, cover letter, application, and any other applicable documents.

- i. The following is a list of Key Personnel: Program Director, Deputy Program Director (if applicable or other staff as directed by the CO.
- ii. Prior to any employee performing duties under this contract, the Service Provider shall compile all documents and certifications which demonstrate the employees' compliance with the terms and conditions for employment as required by this contract and provide them to the COR. The Service Provider shall obtain written confirmation from the COR, prior to assignment of duties, that each proposed employee meets all license, certification, or other contractual prerequisites applicable to the employee's respective position. Staff hiring shall be in compliance with applicable modified FRS.
- iii. All staff will be required to complete a DHS background investigation (see subsection iv), a check of state child neglect records, and other checks as required by state law. All staff will be regularly tested for COVID.

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- iv. The Service Provider must require all potential employees to complete and submit to OPR PSU the security application, to include fingerprinting, within 72 hours of eQip Initiation to ensure expedited processing by ICE.
- v. The Service Provider shall ensure that all health care providers utilized for ICE residents hold current licenses, certifications, and/or registrations within the State and/or City where they treat ICE resident population. The Service Provider shall retain, at a minimum, medical staffing levels as approved by IHSC at the time of implementation of this Agreement.

d) Maintaining Staffing Levels:

- i. At all times, the Service Provider shall maintain appropriate staffing levels to fully satisfy all requirements of this contract. Notwithstanding any other provisions of this contract and once the facility is fully ramped, the Services Provider shall at all times maintain staffing levels of at least 95 percent of the levels represented in its proposal as measured in terms of number, type, and distribution. To obtain approval of staffing levels below 95 percent, the Service Provider shall submit written requests to change the number, type and/or distribution of staff described in the staffing plan to the CO, through the COR, for approval prior to implementation. The Government may grant approval for reduced staffing levels or withhold such approval at its sole discretion taking into account only its own needs and interests.
- ii. Each month, the contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days, or any position categories that have gone more than 120 days without being fully staffed. Failure to fill any individual position or position category within 120 days of the vacancy may result in a deduction from the monthly invoice, if the vacancy in combination with other vacancies regardless of duration bring staffing levels below 95 percent. The Government may calculate the deduction retroactive to day one of the vacancy. The period covered by the calculated deduction will conclude on the day approval is granted for reduced staffing levels, if it is granted or the day monthly average staffing exceeds 95 percent if no approval is granted for reduced staffing levels. The period for which a deduction is calculated will exclude the time during which a request for conditional approval was pending, provided the pending request is ultimately granted. No deduction shall apply during any period that the Service Provider documents that a vacant position is covered through the use of overtime, contract staff or otherwise.
- iii. The amount of the deduction for each day of the vacancy shall be the amount equivalent to the labor cost of the position if it had been occupied. The calculation of labor costs shall be based on the cost data the Service Provider has submitted to ICE prior to the execution of this contract, including

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projected wages, benefits, and per diem payments for food and lodging, and the share of any other profit proportionally attributable to that position in the price proposal.

e) Service Provider shall ensure:

- i. One person is identifiably responsible for the entire program and its outcomes,
- ii. Staff person(s) is identifiably responsible for the overall coordination of services.
- iii. Clear lines of authority and responsibility,
- iv. Professional staff are available to provide program services according to the modified FRS,
- v. Staff is available to provide structure and to coordinate and deliver all services required of the program,
- vi. All staff responsible for the direct supervision of residents shall comply with the employee educational and/or experience levels that are commensurate with State standards,
- vii. Staffing ratio is to be maintained at the level set by the applicable best practices of residential requirements for the population being supervised in a non-congregant setting,
- viii. All movement and activity of residents throughout the facility is supervised by staff who are responsible for the direct supervision of residents. Staffing ratios are maintained everywhere in the facility. At no time shall there be all male or all female staff on duty. Staffing shall consist of appropriate male/female staff in accordance with the population to allow the accomplishment of the facility's goal,
- ix. Staff training shall be in accordance with family centered child welfare best practices and shall meet the minimum requirements of the modified FRS. The Service Provider shall submit a training policy and procedure including the standards to the COR. The Service Provider will provide ICE certification of employee training/refresher training annually. Staff is prohibited from providing any legal advice or counsel to residents in care, and expressly prohibited from hindering or interfering with a resident's custody arrangements or in the execution of final removal orders.

f) Service Provider Employee Conduct:

The Service Provider shall develop standards of employee conduct for its employees and specific disciplinary actions that are consistent with the Federal Employee Responsibilities and Conduct, 5 CFR Part 735. The Service Provider shall hold its employees accountable for their conduct based on these standards, which are not restricted to, but must include:

- i. Service Provider staff shall not display favoritism or preferential treatment to one resident, or group of residents, over another.

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- ii. No Service Provider employee may deal with any resident except in a relationship that will support the approved goals of the facility. Specifically, staff members must never accept for themselves or any members of their family, any personal (tangible or intangible) gift, favor or service, from any resident or from any resident's family or close associate, no matter how trivial the gift or service may seem, for themselves or any members of their family. All staff members are required to report to the program director any violation or attempted violation of these restrictions. In addition, no staff shall give any gift, favors, or service to residents, their family or close associates.
- iii. No Service Provider employee shall enter into any business relationship with residents or their families (e.g. selling, buying or trading personal property).
- iv. No employee shall have any outside or social contact (other than incidental contact) with any resident (past or present), his/her family, or close associates.
- v. The Service Provider shall report all violations or attempted violations of the Standards of Conduct or any criminal activity to the COR. Violations may result in employee dismissal by the Service Provider or at the discretion of ICE. Failure on the part of the Service Provider to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Service Provider to appropriate action up to and including termination of the contract for default.
- vi. The Service Provider shall provide all employees with a copy of the Service Provider's Standards of Conduct. All employees must certify in writing that they have read and understood the Service Provider's Standards of Conduct. A record of this certificate must be provided to the COR prior to the employee's beginning work under this contract.

g) Education and Background Requirements:

Education and Experience - at minimum, Service Provider employees shall possess a high school diploma or GED certificate and have at least two (2) years of experience that demonstrates the following:

- i. The ability to greet and deal tactfully with the general public.
- ii. A clear capability of understanding and applying written and verbal orders, rules and regulations. All personnel shall be literate to the extent of being able to read and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports which contain the informational value required by such directives.
- iii. Proper care of children from various age groups with emphasis on the need for qualified and specialized supervision of younger children (under 10 years of age).
- iv. Each employee shall possess good judgment, courage, alertness, an even temperament, and render satisfactory performance by conscientiously acquiring

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- a good working knowledge of his/her position responsibilities.
- v. The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
- vi. The Service Provider is responsible for reviewing the standard for hiring and training and for meeting the criteria set under that standard for the various positions identified. The Service Provider will require current staff to self-report any arrests in a timely manner.

h) Employee Health:

Employee health files for each employee must be maintained virtually, or in a locked cabinet by the employer. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- Initial and annual TB infection screening results
- Vaccination records including results, titers, and Immunization Declination Form(s)
- OSHA 301 Incident forms
- Blood borne pathogen exposure documentation
- Annual respirator medical clearance
- Fit test results
- Other employee health documents

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All contract personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:

- Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable,
- Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

2. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood borne

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pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Employees must do one of the following:

- Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- Refuse the vaccination series for medical reasons and complete the Immunization Declination Form.

Highly recommended vaccinations for staff in direct contact with family members.; Staff are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required.

- Hepatitis A
- Hepatitis B
- Varicella
- Measles, Mumps, Rubella (MMR)
- Diphtheria, tetanus, a-cellular pertussis (DTAP)
- Annual seasonal influenza

Custody staff will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. : CDCs Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC)

i) Removal from Duty:

- i. The Service Provider shall immediately notify the COR in writing when learning of any adverse or disqualifying information on any employee. If the CO or COR receives disqualifying information on a Service Provider employee, he/she shall direct that the Service Provider immediately remove the employee from performing duties under this contract or any other ICE contract. The Service Provider must comply with all such directions. Disqualifying information includes but is not limited to:
 - Conviction of a felony, a crime of violence, a serious misdemeanor or any child related violation,
 - Possessing a record of arrests for continuing offenses,

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- Arrests for any sexual or child related violations; and
 - Falsification of information entered on suitability forms.
- ii. ICE may direct that the Service Provider immediately remove from assignment to this contract any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the COR or CO. The Service Provider shall immediately notify the COR in writing when the employee is removed from duty. The Service Provider shall comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
1. Neglect of duty, including sleeping while on duty, loafing, and unreasonable delays of failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
 2. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 3. Theft, vandalism, immoral conduct, or any other criminal actions.
 4. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
 5. Unethical or improper use of official authority or credentials.
 6. Unauthorized use of communication equipment or Government property.
 7. Violations of security procedures or regulations.
 8. Recurring tardiness
 9. Possession of alcohol or illegal substances while on duty.
 10. Providing alcohol, illegal substances, or any items not normally provided by ICE or the Service Provider to the residents.
 11. Allegations of misconduct related to resident care or custody.
 12. Undue fraternization with residents as determined by the COR.
 13. Repeated failure to comply with visitor procedures as determined by the COR.
 14. Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in, or contributing to, a resident escape.
 15. Failure to maintain acceptable levels of proficiency or fulfill training requirements.
- iii. The Service Provider shall not assign nor permit any employee to work under this contract more than a total of 12 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees

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shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period. Should situations arise where an employee is required for more than 12 hours, the Service Provider shall obtain prior approval from the COR. Exceptions shall only be granted on a case-by-case basis dependent upon the situation.

- iv. The Service Provider shall immediately notify the COR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.
- v. The Service Provider is responsible for its employees having identification credentials/badge in their possession at all times while performing under this contract.

j) Emergency and Safety Requirements:

- i. The facility shall comply with all applicable federal, state and municipal sanitation, safety and health codes and the applicable modified FRS. The Service Provider shall provide copies of the certificate(s) which document the compliance with these codes to the COR upon request.
- ii. The Service Provider shall provide written policy and procedure to the COR which specify the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, residents and visitors in compliance with the applicable modified FRS. ICE may perform inspections as deemed necessary to assure compliance with all health, safety and emergency procedures.
- iii. The Service Provider shall assure that the facility is a tobacco free environment.
- iv. The Service Provider shall prepare emergency plans in compliance with the modified FRS. All emergency plans require approval by the FOD and JFRMU and must be reviewed and updated annually.
- v. The Service Provider shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power and communications in an emergency.
- vi. The Service Provider shall ensure that the interior finishing materials in living areas, exit areas and places of public assembly conform to recognized national safety codes.
- vii. Children under 10 years of age shall not be permitted in upper bunks of any bunk beds. All bunks shall be equipped with safety rails and ladders.
- viii. All electrical receptacle outlets shall be protected by electrical safety devices such as surge protectors, switches, or covers.
- ix. All areas off-limits to residents must be locked when not in use.

k) Program Reporting Requirements:

- i. Daily intake and discharge to include all family members' name, gender, dates

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of birth, A number, ICE family unit ID number, length and location of stay, release type, release date, and address.

- ii. Monthly Program Progress Reports are due the fifth workday after the end of each month. These reports shall, at a minimum, provide information regarding adjustments, and progress made toward meeting the specific goals and objectives of the contract.
- iii. The Service Provider, upon discovery, shall immediately notify the applicable JFRMU staff member and local ICE supervisor in charge of the facility verbally as per ICE Significant Event Reporting requirements and follow up in writing within 24 hours with a complete written report of any change in the status or condition of any resident in care including the following:
 1. Any unauthorized absence or attempted unauthorized absence of the resident,
 2. Contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime,
 3. Pregnancy of the resident,
 4. Childbirth by the resident,
 5. Hospitalization of, serious illness of, or serious injury to the resident,
 6. Suicide or attempted suicide by the resident,
 7. Allegation of physical or sexual assault of a resident, including any mandatory reporting to child protective services Death of the resident,
 8. Hunger strike by the resident(s);
 9. Arrest and/or incarceration of the resident,
 10. Commission of a major program offense,
 11. Any abuse, neglect, or staff misconduct dealing with a resident; and
 12. Unauthorized correspondence and/or contact with a resident (past or present).
 13. Indication of a fraudulent family unit or potential human trafficking
- iv. Procedures for reporting unauthorized absences are as follows:
 1. Immediately report to the appropriate JFRMU staff coordinator and local ICE supervisor,
 2. Information reported will include:
 - a. Name and alien registration number of resident(s),
 - b. Physical description of individual(s)
 - c. Time of incident,
 - d. What occurred,
 - e. Any known calls or contacts made by resident prior to unauthorized departure.
 - f. Name, address, phone number of family,
 - g. Information regarding unusual behavior,

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- h. Any reasons to believe that escape was involuntary; and
- i. Other law agencies notified and point(s) of contact.

l) Record Retention:

- i. The Service Provider shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports in compliance with applicable modified FRS. The Service Provider shall maintain all logs and records required to operate and document both the operational and personnel aspects of the facility and to comply with the requirements of this contract. ICE officials and modified FRS compliance inspection personnel shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph.
- ii. The Service Provider shall not destroy or alter with intent to deceive any logs/records pertaining to this contract in compliance with applicable modified FRS. At the completion of termination of this contract, the Service Provider shall turn over all remaining logs and records as directed by the CO.

m) ICE Coordination:

- i. ICE will be involved in the programmatic development and on-going activities proposed and agreed upon in this contract. ICE will monitor and evaluate the provision of services; establish mechanisms to facilitate the referral and assignment of juveniles and family groups to the Service Provider for purposes of shelter care and other related services and provide consultation regarding programmatic issues or concerns, as needed.
- ii. At time of placement in facility, ICE will provide the Service Provider with appropriate available noncitizen documentation.

Section D

**SECTION D:
PACKAGING & MARKING**

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Section E

SECTION E: INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following 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 can be accessed electronically at this internet address:
<http://acquisition.gov/far/index.html>.

Clause Number	Clause Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996

E.2 INSPECTION REQUIREMENTS

Review of Deliverables

- a. The Contracting Officer or Contracting Officer's Representative will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.
- b. Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.
- c. If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product. The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

E.3 DELIVERABLES CHART

#	Deliverable	Due Date
1	Quality Control Plan	Within 15 calendar days of award of contract
2	Plans, Policy and Procedures Manual	Plan and Policy: within 15 calendar days of award of contract. Procedures Manual: 15 days after award

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3	Standard Operating Procedures	Within 15 calendar days of award of contract
4	Communication Plan	Within 30 calendar days of award of contract
5	Resumes of Key Personnel	Within 30 calendar days of award of contract
6	Organizational Chart	Within 15 calendar days of award of contract
7	Staffing and Supervision Plan	Within 15 calendar days of award of contract
8	Data Management Plan	Within 15 calendar days of award of contract
9	Quarantine Housing Plan	Within 15 calendar days of award of contract
10	Documentation of employee receipt of ICE Operations Policy/Procedure Manual	As requested by COR
11	Contractor employee certification for standards of conduct	As requested by COR
12	Contractor employee violation of standards of conduct and disciplinary action	Reported immediately* to COR
13	Notification of change in employee's health status	Notification immediately to COR (immediate verbal report, with written follow-up)

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14	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Notification immediately to COR (immediate verbal report, with written follow-up)
15	Report of any on contract employee misconduct	Notification immediately to COR (immediate verbal report, with written follow-up)
16	e-QIP Security Process	Prior to Entry on Duty (EOD)
17	Physical Force Incident Reports	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
18	Report of escapes	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
19	Physical harm or threat to safety, health or welfare	Reported to COR immediately (immediate verbal report, with written report within 24 hours of incident)
20	Drug Test Results	Upon EOD and as requested by COR, or reported immediately to COR upon found violation
21	Emergency Call Back Roster	Quarterly or as needed
22	Training Plan, with Curriculum	Within 30 calendar days of award of contract; Updated as Needed
23	Quarterly Training Forecast	Quarterly
24	Training certification and reports for formal and on the job training (including Supervisors and refresher)	As requested by COR
25	Daily Time Sheet	As requested by COR

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26	Emergency Action Plan to include Auxiliary Power procedures	Within 30 calendar days of award of contract; Updated as Needed
27	Sexual Assault & Suicide Prevention Program	No later than the post award conference
28	Notification of employee criminal activity	Reported immediately to COR and appropriate law enforcement agency.
29	Officer Testing Questions and Results	Post award, as needed by the COR
30	Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
31	Intervention Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
32	Proposed daily transportation routes	Within 30 calendar days of contract award
33	Safety Devices/Equipment Training Plan	Quarterly
34	Compliance and Independent Audit Report	Annually
35	Key Indicators Report	Monthly, by 5 th of each month for previous month's data
36	General Supply/Inventory Plan	Within 30 calendar days after award of contract, then annually or as requested by COR
37	Finalized List of Approved Food Vendors	Within 30 calendar days after award of contract and upon any changes thereafter
38	Number of Meals Served/Daily Meal Count	Quarterly or as requested by COR

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39	Resident Records	Continuous
40	Resident Death	Reported immediately to COR (immediate verbal report, with written report within two (2) hours of incident)
41	Resident Departure Documents	Continuous, prior to resident departing.
42	5 Day Regular Menu	Monthly
43	Physical damage to the facility documentation	Immediate verbal report to COR, with written report within five (5) days.
44	Resident Special Needs Menu	As requested by COR
45	Daily Diet List (Medical & Religious)	As requested by COR
46	Emergency Food Preparation and Service Schedule	Within 30 calendar days of award of contract
47	Food Handler Certification	Maintained for all food service employees at all times, and as requested by COR
48	Food and Non-Food Inventory	Monthly or as requested by COR
49	Maintenance Service Work Orders	As requested by COR
50	Common Fare Cost for Residents	Quarterly, or as requested by COR
51	Monthly Medical Inspection Corrective Actions	Monthly
52	Certified Dietician In- Service Staff Training and Department Inspection	Quarterly, or as requested by the COR

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53	Medical Clearance including TB test	For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually.
54	Vehicle inventory log and interior specification for each vehicle type	Within 30 calendar days of award of contract, annually and as requested by COR
55	Menu Cycle (Revisions and Registered Dietician Recertification of all menus)	Annually
56	End of Month Food Service Cost Report, including Cost Per Meal Data	Annually
57	Resident or Contractor Employee Contraband Found Report	Immediately to COR (immediate verbal report, with written follow-up)
58	Staff Vacancy Report	To COR by 5 th of each month for previous month's data
59	Additional Reports as requested by the COR	As needed
60	Notice of program readiness	Within 10 calendar days of award of contract
61	Records related to performance by contractor	As requested by CO or COR at any time during the term of the contract or at termination/expiration.
62	Litigation	As requested by CO or COR at any time during the term of the contract or at/after termination/expiration.
63	Congressional Inquiry	Immediately to COR and CO (immediate verbal report, with written follow-up) to FOD, DFOD, COR, and CO

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64	Press statements and/or releases	To FOD, DFOD & COR prior to release
65	Staff and Supervisory Staff Rosters	As requested by COR
66	Non-returned ID Badges/Credentials	Immediately to COR
67	Intelligence Information	Immediately to COR
68	Serious Incidents	Immediately to COR
69	Contractor Employee Manual	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
70	Any requested Resident medical documentation	Immediately to COR
71	Medical and Personnel Records of Contractor Employees	As requested by COR
72	Contractor Business Permits and Licenses	Within 30 calendar days of award of contract and after that anytime as directed by COR.
73	Contractor Employee Registrations, Commissions, Permits, and Licenses	Prior to EOD and then after, as requested by COR
74	Staff Post Assignment Record	As requested by COR
75	Count Records	As requested by COR
76	GSA Form 139 or ICE equivalent	As requested by COR
77	Authorization to exceed a change in duty	To COR for approval prior to commencement of change of duty

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78	Lost and Found	As requested by COR
79	Daily Resident Manifest	As requested by COR
80	Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP or FRS/FSA requirements	As outlined within the requiring document
81	Spill Report	Immediately to COR
82	Transition-Out	1 week after notification of Transition to New Vendor
83	Operational Data/Metrics Summary	Due within three (3) days of request

** The word “immediately” or “immediate,” as used above in the Deliverables Chart is defined as “as soon as reasonably possible.” The Contractor should use prudent and reasonable judgement to determine the timeframe necessary to notify the Government as defined above based on the situation, but it should not exceed a reasonable timeframe to notify the Government. For example, a reasonable timeframe for a physical force incident is as soon as the incident that required a physical force response has been contained. A reasonable timeframe to notify the Government of an attempted escape is after the resident is safely within the confines of the building. A reasonable timeframe to report an actual escape in which the Contractor does not know the location of the resident is as soon as the Contractor realizes there has been an escape. In the case of a conflict between the Program Office and the Contractor on a reasonable timeframe, the Contracting Officer will determine the appropriate reasonable timeframe.*

E.4 ACCEPTANCE CRITERIA

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

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[END OF SECTION E]

Section F

SECTION F: DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following 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 can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

Clause Number	Clause Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

F.2 PERIOD OF PERFORMANCE

The contract period of performance shall be from March 16, 2021 – September 30, 2021

F.3 PLACE OF PERFORMANCE:

City-State	Hotel Name	Hotel Address
El Paso, Texas	Best Western	6655 Gateway Blvd, 79772
El Paso, Texas	Comfort Suites	1940 Airway Blvd, 79925
Pecos, Texas	Wood Springs Suites	109 Lincoln St 79772
Cotulla, Texas	Hampton Inn	659 Baylor St., 78014
Cotulla, Texas	MicroHotel	499 I-35, 7814
Chandler, Az	Holiday Inn Express	15221 S. 50th St., 85044
Phoenix, AZ	Sure Stay Best Western	3037 E. Van Buren St., 85008

F.4 CONTRACTOR EVALUATING PROCEDURES:

The Government will issue Contractor performance ratings for each awarded requirement from this solicitation via the Contractor Performance Assessment Reporting System (CPARS) in accordance with FAR 42.1502. The CPARS website is located: <http://www.cpars.gov>.

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[END OF SECTION F]

Section G

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this contract, the administration of the contract will require maximum coordination between ICE and the Contractor.

The Government points of contact for this resulting contract are identified above on SF 1449.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract.

The Government points of contact for this resulting contract are identified above on SF 1449.

(a) The Contracting Officer (CO) may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO 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 COR under the contract.

(b) The CO cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the CO.

G.3 INVOICE REQUIREMENTS

Invoices shall be submitted as follows:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted monthly in a ".pdf" format in accordance with the contract terms and conditions via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

• Invoice.Consolidation@ice.dhs.gov

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- Contracting Officer Representative (COR) or Government Point of Contact (GPOC)
- Contract Specialist/Contracting Officer

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

b) USPS:

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FOD-MIA

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.

Note: The Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice shall contain the following information, as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

(ii). Dunn and Bradstreet (D&B) DUNS Number;

(iii). Invoice date and invoice number;

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- (iv). Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;
- (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii). Terms of any discount for prompt payment offered;
- (viii). Remit to Address;
- (ix). Name, title, and phone number of person to resolve invoicing issues;
- (x). ICE program office designated on order/contract/agreement and
- (xi). Mark invoice as “Interim” (Ongoing performance and additional billing expected) and “Final” (performance complete and no additional billing)
- (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer – System for Award Management or 52-232-34, Payment by Electronic Funds Transfer – Other than System for Award Management.

3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:

(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:

a. Detention Bed Space Services

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other

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Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:

a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:

- Mileage rate being applied for that invoice;
- Number of miles;
- Transportation routes provided;
- Locations serviced;
- Names of detainees transported;
- Itemized listing of all other charges; and,
- for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

c. Stationary Guard Services: The itemized monthly invoice shall state:

- The location where the guard services were provided,
- The employee guard names and number of hours being billed,
- The employee guard names and duration of the billing (times and dates), and
- for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.

d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):

1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information

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such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

- (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.
- (ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
- (iii) Use shredders when discarding paper documents containing Sensitive PII.
- (iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.

Invoices without the above information may be returned for resubmission.

The preferred method of submittal is email.

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Section H

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1. CONTRACTOR'S INSURANCE

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days' notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

H.2. SECURITY REQUIREMENTS - REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY

I. GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in 70CDCCR21C00000001 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

II. PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment

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determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0 (<http://www.dhs.gov/department-homeland-security-management-directives>). The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

III. BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing 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. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P “Questionnaire for Public Trust Positions” Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)
2. Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)
3. Two FD Form 258, “Fingerprint Card”
4. Foreign National Relatives or Associates Statement (Original and One Copy)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (Original and One Copy)

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6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. 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 DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

IV. CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists. The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information

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access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

Submit reports to the email address psu-industrial-security@ice.dhs.gov

V. EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or

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undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

VI. SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

VII. INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. 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).

VIII. INFORMATION TECHNOLOGY SECURITY TRAINING AND

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

Contractors, who are 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

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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).

H.3. ICE INFORMATION GOVERNANCE AND PRIVACY REQUIREMENTS CLAUSE (JUL 2017)

No section of this clause may be read as self-deleting unless the terms of the contract meet the requirements for self-deletion as specified in this clause.

A. Privacy Training, Safeguarding, and Remediation

If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is deemed self-deleting.

(1) Required Security and Privacy Training for Contractors

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at www.dhs.gov/dhs-security-and-training-requirements-contractors. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

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(3) Non-Disclosure Agreement Requirement

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Suspected Loss of Sensitive PII

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:
 - a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
 - b. Date, time, and location of the incident.
 - c. Type of information lost or compromised.
 - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
 - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
 - g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
 - h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be

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required.

4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

(6) Victim Remediation

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the

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Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

H.4. SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

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“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107- 296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following

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elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information DHS Sensitive Systems Policy Directive 4300A
- (2) DHS 4300A Sensitive Systems Handbook and Attachments
- (3) DHS Security Authorization Process Guide
- (4) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (5) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (6) DHS Information Security Performance Plan (current fiscal year)
- (7) DHS Privacy Incident Handling Guidance
- (8) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (9) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (10) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

- (1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But*

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Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

- (2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.
 - (3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.
 - (4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.
- (e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.
- (1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.
 - (i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix

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and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

- (ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.
- (iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

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- (2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.
- (3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.
- (4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.
- (5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive

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information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

- (6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

- (1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.
- (2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:
 - (i) Data Universal Numbering System (DUNS);
 - (ii) Contract numbers affected unless all contracts by the company are affected;
 - (iii) Facility CAGE code if the location of the event is different than the prime

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- contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - (i) Inspections,
 - (ii) Investigations,
 - (iii) Forensic reviews, and
 - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify

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individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

- (i) *Credit Monitoring Requirements*. In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

- (1) Provide notification to affected individuals as described above; and/or
- (2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
 - (i) Triple credit bureau monitoring;
 - (ii) Daily customer service;
 - (iii) Alerts provided to the individual for changes and fraud; and
 - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or
- (3) Establish a dedicated call center. Call center services shall include:

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- (i) A dedicated telephone number to contact customer service within a fixed period;
 - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
 - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
 - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
 - (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
 - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.
- (j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of clause)

H.5. INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

- (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract

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award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

- (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.
- (c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

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Section I

**SECTION I:
CONTRACT CLAUSES**

FAR CLAUSES

52.212-4 – Contract Terms and Conditions - Commercial Items. (Oct 2018)

52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2021)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

_ (10) [Reserved]

_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

_ (ii) Alternate I (Mar 2020) of 52.219-3.

_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

_ (ii) Alternate I (Mar 2020) of 52.219-4.

_ (13) [Reserved]

_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2020) (15 U.S.C. 644).

_ (ii) Alternate I (Mar 2020) of 52.219-6.

_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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_ (ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637 (d)(4))

_ (ii) Alternate I (Nov 2016) of 52.219-9.

_ (iii) Alternate II (Nov 2016) of 52.219-9.

_ (iv) Alternate III (Jun 2020) of 52.219-9.

_ (v) Alternate IV (June 2020) of 52.219-9.

_ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

_ (ii) Alternate I (Mar 2020) of 52.219-13

_ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).

_ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).

_ (ii) Alternate I (Mar 2020) of 52.219-28

_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).

_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

_ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

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X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

_ (ii) Alternate I (Feb 1999) of 52.222-26

X (31) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

_ (ii) Alternate I (July 2014) of 52.222-35

X (32) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

_ Alternate I (July 2014) of 52.222-36

X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).

_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

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_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_ (ii) Alternate I (Oct 2015) of 52.223-13.

_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

_ (ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

_ (43) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514)

_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).

_ (45) 52.223.20, Aerosols (Jun 2016) (E.O. 13693).

_ (46) 52.223.21, Foams (Jun 2016) (E.O. 13696).

X (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

_ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48) 52.225-1, Buy American Act--Supplies (Jan 2021) (41 U.S.C. chapter 83).

_ (49) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

_ (ii) Alternate I (May 2014) of 52.225-3.

_ (iii) Alternate II (May 2014) of 52.225-3.

_ (iv) Alternate III (May 2014) of 52.225-3.

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_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

_ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020)

_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Oct 2018) (31 U.S.C. 3332).

_ (59) 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

_ (iii) Alternate II (Feb 2006) of 52.247-64.

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(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 Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020)

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792).

(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

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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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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.

(End of Clause)

Additional FAR Clauses incorporated by Reference:

52.204-13 System for Award Management Maintenance (Oct 2018)

FAR Clauses incorporated by Full Text:

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (Jun 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

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 15 days.

(End of clause)

FAR Deviation Clauses incorporated by Full Text:

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 2020-05)

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(APRIL 10, 2020)

(a) *Definitions.* As used in this clause—

“Covered article” means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing via email, to the Contracting Officer, Contracting Officer’s Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information contained in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer’s Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led

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to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

- (c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

- (a) *Definitions*. As used in this clause—

“Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

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(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Interconnection arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

“Reasonable inquiry” means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

“Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

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telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013) (DEVIATION APR 2020)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

FAR Provisions Incorporated by Reference:

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X 52.204-7, System for Award Management (Oct 2018)

X 52.204-16, Commercial and Government Entity Code Reporting (Aug 2020)

X 52.204-17, Ownership or Control of Offeror (Aug 2020)

HSAR Clauses incorporated by Reference:

X 3052.203-70, Instructions for Contractor Disclosure of Violations (Sep 2012)

X 3052.205-70, Advertisements, Publicizing Awards, and Releases (Sep 2012)

X 3052.209-71, Reserve Officer Training Corps and Military Recruiting on Campus (Dec 2003)

HSAR CLAUSES INCORPORATED IN FULL TEXT

3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

- 1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- 2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
- 3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

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- 1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- 2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

3052.204-71 Contractor Employee Access (Sep 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the

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Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of Clause)

3052.204-71 Contractor Employee Access ALTERNATE I (SEP 2012)

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(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of Clause)

3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(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

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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 means 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

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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 an acquisition described in section 835(b)(1) 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) other 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 3009.108-7001 through 3009.108-

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7003;

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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.

(End of Clause)

3052.215-70 Key Personnel or Facilities (Dec 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

(End of Clause)

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[END OF SECTION I]

SECTION J: LIST OF ATTACHMENTS

Note: All Attachments, Enclosures and Addendums listed below shall be incorporated directly or by reference into any resulting contract

ATTACHMENTS	
Attachment 1:	Applicable Current Wage Determinations: WD #2015-5229, Rev. 12, 12/21/20, El Paso County, TX WD #2015-5269, Rev. 15, 12/21/20, Reeves County, TX WD #2015-5301, Rev. 15, 12/21/20, La Salle County, TX WD #2015-5469, Rev. 13, 12/21/20, Maricopa County, AZ
Attachment 2:	Family Residential Standards
Attachment 2A:	Modifications to the Family Residential Standards –Under 72 Hours
Attachment 2B:	Health Care – Emergency Family Reception Sites
Attachment 3:	Quality Assurance Surveillance Plan
Attachment 3A:	Performance Requirements Summary
Attachment 3B:	Contract Discrepancy Report
Attachment 4:	G-391 Data Collection Categories and Descriptions
Attachment 4A:	G-391 Upload Template
Attachment 5:	ICE Suitability Screening Requirements
Attachment 6:	Personal Property Operations Handbook
Attachment 7:	Authorized Restraint Devices Guidelines
Attachment 8:	Interim Use of Force Policy

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[END OF SECTION J]

"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
Daniel W. Simms Director		Wage Determination No.: 2015-5229 Revision No.: 12 Date Of Last Revision: 12/21/2020
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of El Paso Hudspeth

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.55
01012 - Accounting Clerk II		15.21
01013 - Accounting Clerk III		17.02
01020 - Administrative Assistant		24.75
01035 - Court Reporter		19.00
01041 - Customer Service Representative I		10.58
01042 - Customer Service Representative II		11.90
01043 - Customer Service Representative III		13.32
01051 - Data Entry Operator I		10.53
01052 - Data Entry Operator II		11.62
01060 - Dispatcher Motor Vehicle		16.85
01070 - Document Preparation Clerk		12.78
01090 - Duplicating Machine Operator		12.78
01111 - General Clerk I		11.28
01112 - General Clerk II		12.30
01113 - General Clerk III		13.81
01120 - Housing Referral Assistant		17.56
01141 - Messenger Courier		9.69
01191 - Order Clerk I		12.82
01192 - Order Clerk II		13.99
01261 - Personnel Assistant (Employment) I		15.32
01262 - Personnel Assistant (Employment) II		17.14
01263 - Personnel Assistant (Employment) III		19.11
01270 - Production Control Clerk		17.14
01290 - Rental Clerk		12.68
01300 - Scheduler Maintenance		14.08
01311 - Secretary I		14.08
01312 - Secretary II		15.76
01313 - Secretary III		17.56

01320 - Service Order Dispatcher	15.06
01410 - Supply Technician	24.75
01420 - Survey Worker	15.95
01460 - Switchboard Operator/Receptionist	10.85
01531 - Travel Clerk I	13.63
01532 - Travel Clerk II	14.94
01533 - Travel Clerk III	15.92
01611 - Word Processor I	15.33
01612 - Word Processor II	17.21
01613 - Word Processor III	19.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.05
05010 - Automotive Electrician	15.40
05040 - Automotive Glass Installer	14.37
05070 - Automotive Worker	14.37
05110 - Mobile Equipment Servicer	12.32
05130 - Motor Equipment Metal Mechanic	17.31
05160 - Motor Equipment Metal Worker	14.37
05190 - Motor Vehicle Mechanic	17.31
05220 - Motor Vehicle Mechanic Helper	11.29
05250 - Motor Vehicle Upholstery Worker	13.34
05280 - Motor Vehicle Wrecker	14.37
05310 - Painter Automotive	15.40
05340 - Radiator Repair Specialist	14.37
05370 - Tire Repairer	13.25
05400 - Transmission Repair Specialist	17.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.61
07041 - Cook I	11.27
07042 - Cook II	13.46
07070 - Dishwasher	8.90
07130 - Food Service Worker	10.10
07210 - Meat Cutter	11.37
07260 - Waiter/Waitress	9.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.30
09040 - Furniture Handler	9.68
09080 - Furniture Refinisher	17.30
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer Minor	14.47
09130 - Upholsterer	17.77
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.31
11060 - Elevator Operator	10.66
11090 - Gardener	14.73
11122 - Housekeeping Aide	10.66
11150 - Janitor	10.66
11210 - Laborer Grounds Maintenance	10.39
11240 - Maid or Houseman	9.19
11260 - Pruner	9.13
11270 - Tractor Operator	13.26
11330 - Trail Maintenance Worker	10.39
11360 - Window Cleaner	11.96
12000 - Health Occupations	
12010 - Ambulance Driver	14.64
12011 - Breath Alcohol Technician	20.32
12012 - Certified Occupational Therapist Assistant	29.56
12015 - Certified Physical Therapist Assistant	29.54
12020 - Dental Assistant	16.70
12025 - Dental Hygienist	30.17
12030 - EKG Technician	30.02
12035 - Electroneurodiagnostic Technologist	30.02
12040 - Emergency Medical Technician	14.64
12071 - Licensed Practical Nurse I	18.16
12072 - Licensed Practical Nurse II	20.32

12073 - Licensed Practical Nurse III	22.65
12100 - Medical Assistant	12.06
12130 - Medical Laboratory Technician	21.76
12160 - Medical Record Clerk	16.05
12190 - Medical Record Technician	17.95
12195 - Medical Transcriptionist	17.29
12210 - Nuclear Medicine Technologist	40.83
12221 - Nursing Assistant I	11.21
12222 - Nursing Assistant II	12.60
12223 - Nursing Assistant III	13.75
12224 - Nursing Assistant IV	15.43
12235 - Optical Dispenser	14.08
12236 - Optical Technician	13.62
12250 - Pharmacy Technician	15.32
12280 - Phlebotomist	14.74
12305 - Radiologic Technologist	28.29
12311 - Registered Nurse I	23.99
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III Anesthetist	34.65
12316 - Registered Nurse IV	41.55
12317 - Scheduler (Drug and Alcohol Testing)	25.16
12320 - Substance Abuse Treatment Counselor	21.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.93
13012 - Exhibits Specialist II	30.88
13013 - Exhibits Specialist III	37.78
13041 - Illustrator I	24.93
13042 - Illustrator II	30.88
13043 - Illustrator III	37.78
13047 - Librarian	34.20
13050 - Library Aide/Clerk	12.72
13054 - Library Information Technology Systems Administrator	30.88
13058 - Library Technician	17.24
13061 - Media Specialist I	22.28
13062 - Media Specialist II	24.93
13063 - Media Specialist III	27.79
13071 - Photographer I	14.22
13072 - Photographer II	17.86
13073 - Photographer III	22.12
13074 - Photographer IV	26.90
13075 - Photographer V	30.67
13090 - Technical Order Library Clerk	15.98
13110 - Video Teleconference Technician	19.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	16.82
14043 - Computer Operator III	18.74
14044 - Computer Operator IV	20.83
14045 - Computer Operator V	23.07
14071 - Computer Programmer I	(see 1) 22.18
14072 - Computer Programmer II	(see 1) 27.48
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	15.04
14160 - Personal Computer Support Technician	22.41
14170 - System Support Specialist	25.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.48
15020 - Aircrew Training Devices Instructor (Rated)	35.67

15030 - Air Crew Training Devices Instructor (Pilot)	42.75
15050 - Computer Based Training Specialist / Instructor	29.48
15060 - Educational Technologist	36.37
15070 - Flight Instructor (Pilot)	42.75
15080 - Graphic Artist	19.58
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.75
15086 - Maintenance Test Pilot Rotary Wing	42.75
15088 - Non-Maintenance Test/Co-Pilot	42.75
15090 - Technical Instructor	19.87
15095 - Technical Instructor/Course Developer	24.30
15110 - Test Proctor	16.04
15120 - Tutor	16.04
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.22
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	10.79
16070 - Finisher Flatwork Machine	9.40
16090 - Presser Hand	9.40
16110 - Presser Machine Drycleaning	9.40
16130 - Presser Machine Shirts	9.40
16160 - Presser Machine Wearing Apparel Laundry	9.40
16190 - Sewing Machine Operator	11.42
16220 - Tailor	12.05
16250 - Washer Machine	9.63
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.62
19040 - Tool And Die Maker	26.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.99
21030 - Material Coordinator	17.14
21040 - Material Expediter	17.14
21050 - Material Handling Laborer	11.04
21071 - Order Filler	11.27
21080 - Production Line Worker (Food Processing)	11.99
21110 - Shipping Packer	12.94
21130 - Shipping/Receiving Clerk	12.94
21140 - Store Worker I	11.01
21150 - Stock Clerk	14.83
21210 - Tools And Parts Attendant	11.99
21410 - Warehouse Specialist	11.99
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.63
23019 - Aircraft Logs and Records Technician	27.06
23021 - Aircraft Mechanic I	34.23
23022 - Aircraft Mechanic II	36.63
23023 - Aircraft Mechanic III	38.98
23040 - Aircraft Mechanic Helper	22.21
23050 - Aircraft Painter	30.07
23060 - Aircraft Servicer	27.06
23070 - Aircraft Survival Flight Equipment Technician	30.07
23080 - Aircraft Worker	29.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.47
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.23
23110 - Appliance Mechanic	19.82
23120 - Bicycle Repairer	15.40
23125 - Cable Splicer	26.47
23130 - Carpenter Maintenance	16.56
23140 - Carpet Layer	18.40
23160 - Electrician Maintenance	18.82
23181 - Electronics Technician Maintenance I	25.32
23182 - Electronics Technician Maintenance II	27.29
23183 - Electronics Technician Maintenance III	29.42
23260 - Fabric Worker	16.90

23290 - Fire Alarm System Mechanic	21.13
23310 - Fire Extinguisher Repairer	15.41
23311 - Fuel Distribution System Mechanic	19.79
23312 - Fuel Distribution System Operator	15.20
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	34.23
23381 - Ground Support Equipment Servicer	27.06
23382 - Ground Support Equipment Worker	29.47
23391 - Gunsmith I	15.41
23392 - Gunsmith II	18.40
23393 - Gunsmith III	21.37
23410 - Heating Ventilation And Air-Conditioning Mechanic	18.61
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	19.91
23430 - Heavy Equipment Mechanic	19.34
23440 - Heavy Equipment Operator	16.96
23460 - Instrument Mechanic	21.50
23465 - Laboratory/Shelter Mechanic	19.82
23470 - Laborer	11.04
23510 - Locksmith	19.65
23530 - Machinery Maintenance Mechanic	20.77
23550 - Machinist Maintenance	17.94
23580 - Maintenance Trades Helper	12.87
23591 - Metrology Technician I	21.50
23592 - Metrology Technician II	22.87
23593 - Metrology Technician III	24.34
23640 - Millwright	21.40
23710 - Office Appliance Repairer	15.62
23760 - Painter Maintenance	14.67
23790 - Pipefitter Maintenance	19.39
23810 - Plumber Maintenance	18.21
23820 - Pneudraulic Systems Mechanic	21.37
23850 - Rigger	21.72
23870 - Scale Mechanic	18.40
23890 - Sheet-Metal Worker Maintenance	20.80
23910 - Small Engine Mechanic	17.45
23931 - Telecommunications Mechanic I	26.93
23932 - Telecommunications Mechanic II	28.82
23950 - Telephone Lineman	28.52
23960 - Welder Combination Maintenance	18.66
23965 - Well Driller	20.76
23970 - Woodcraft Worker	21.37
23980 - Woodworker	15.41
24000 - Personal Needs Occupations	
24550 - Case Manager	15.34
24570 - Child Care Attendant	8.99
24580 - Child Care Center Clerk	11.21
24610 - Chore Aide	8.78
24620 - Family Readiness And Support Services Coordinator	15.34
24630 - Homemaker	15.34
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.58
25040 - Sewage Plant Operator	17.23
25070 - Stationary Engineer	21.58
25190 - Ventilation Equipment Tender	14.00
25210 - Water Treatment Plant Operator	17.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.22
27007 - Baggage Inspector	11.59
27008 - Corrections Officer	22.81
27010 - Court Security Officer	22.54
27030 - Detection Dog Handler	14.84
27040 - Detention Officer	22.81

27070 - Firefighter	22.27
27101 - Guard I	11.59
27102 - Guard II	14.84
27131 - Police Officer I	28.50
27132 - Police Officer II	31.66
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.41
28042 - Carnival Equipment Repairer	14.90
28043 - Carnival Worker	9.35
28210 - Gate Attendant/Gate Tender	13.92
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.58
28510 - Recreation Aide/Health Facility Attendant	11.37
28515 - Recreation Specialist	19.04
28630 - Sports Official	12.40
28690 - Swimming Pool Operator	17.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.92
29020 - Hatch Tender	20.92
29030 - Line Handler	20.92
29041 - Stevedore I	19.50
29042 - Stevedore II	22.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	18.13
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.11
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	21.08
30051 - Cryogenic Technician I	25.87
30052 - Cryogenic Technician II	28.57
30061 - Drafter/CAD Operator I	16.85
30062 - Drafter/CAD Operator II	18.49
30063 - Drafter/CAD Operator III	21.02
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	20.89
30095 - Evidence Control Specialist	23.35
30210 - Laboratory Technician	21.02
30221 - Latent Fingerprint Technician I	24.68
30222 - Latent Fingerprint Technician II	27.26
30240 - Mathematical Technician	24.90
30361 - Paralegal/Legal Assistant I	16.90
30362 - Paralegal/Legal Assistant II	20.93
30363 - Paralegal/Legal Assistant III	25.61
30364 - Paralegal/Legal Assistant IV	30.98
30375 - Petroleum Supply Specialist	28.57
30390 - Photo-Optics Technician	22.90
30395 - Radiation Control Technician	28.57
30461 - Technical Writer I	26.68
30462 - Technical Writer II	32.65
30463 - Technical Writer III	39.49
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.87

30502 - Weather Forecaster II	31.92
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 21.02
30621 - Weather Observer Senior	(see 2) 23.35
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	10.18
31030 - Bus Driver	15.82
31043 - Driver Courier	12.25
31260 - Parking and Lot Attendant	9.57
31290 - Shuttle Bus Driver	13.62
31310 - Taxi Driver	12.75
31361 - Truckdriver Light	13.62
31362 - Truckdriver Medium	14.93
31363 - Truckdriver Heavy	21.63
31364 - Truckdriver Tractor-Trailer	21.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.90
99050 - Desk Clerk	10.36
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	14.19
99252 - Laboratory Animal Caretaker II	15.75
99260 - Marketing Analyst	32.61
99310 - Mortician	25.35
99410 - Pest Controller	16.10
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	21.14
99730 - Refuse Collector	14.74
99810 - Sales Clerk	10.14
99820 - School Crossing Guard	9.19
99830 - Survey Party Chief	19.81
99831 - Surveying Aide	13.72
99832 - Surveying Technician	16.20
99840 - Vending Machine Attendant	12.27
99841 - Vending Machine Repairer	16.27
99842 - Vending Machine Repairer Helper	12.27

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 4.174)

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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

"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
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5269 Revision No.: 15 Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Andrews Bailey Borden Briscoe Castro Childress Cochran Collingsworth Cottle Crane Crockett Dallam Dawson Deaf Smith Dickens Donley Fisher Floyd Foard Gaines Garza Glasscock Gray Hale Hall Hansford Hardeman Hartley Haskell Hemphill Hockley Howard Hutchinson Kent King Knox Lamb Lipscomb Loving Mitchell Moore Motley Nolan Ochiltree Parmer Pecos Reagan Reeves Roberts Scurry Shackelford Sherman Stonewall Swisher Terry Throckmorton Upton Ward Wheeler Winkler Yoakum

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.20
01012 - Accounting Clerk II		14.82
01013 - Accounting Clerk III		16.58
01020 - Administrative Assistant		22.17
01035 - Court Reporter		17.77
01041 - Customer Service Representative I		12.50
01042 - Customer Service Representative II		14.05
01043 - Customer Service Representative III		15.33
01051 - Data Entry Operator I		14.78
01052 - Data Entry Operator II		16.12
01060 - Dispatcher Motor Vehicle		23.56
01070 - Document Preparation Clerk		14.47
01090 - Duplicating Machine Operator		14.47
01111 - General Clerk I		12.56
01112 - General Clerk II		16.25
01113 - General Clerk III		16.70
01120 - Housing Referral Assistant		19.21
01141 - Messenger Courier		10.96
01191 - Order Clerk I		16.38
01192 - Order Clerk II		18.06
01261 - Personnel Assistant (Employment) I		14.90
01262 - Personnel Assistant (Employment) II		17.32

01263 - Personnel Assistant (Employment) III	18.58
01270 - Production Control Clerk	17.75
01290 - Rental Clerk	13.42
01300 - Scheduler Maintenance	15.37
01311 - Secretary I	15.37
01312 - Secretary II	17.77
01313 - Secretary III	19.21
01320 - Service Order Dispatcher	21.06
01410 - Supply Technician	22.17
01420 - Survey Worker	15.22
01460 - Switchboard Operator/Receptionist	11.50
01531 - Travel Clerk I	11.80
01532 - Travel Clerk II	12.71
01533 - Travel Clerk III	13.54
01611 - Word Processor I	12.98
01612 - Word Processor II	15.37
01613 - Word Processor III	17.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.36
05010 - Automotive Electrician	21.88
05040 - Automotive Glass Installer	20.48
05070 - Automotive Worker	20.48
05110 - Mobile Equipment Servicer	17.73
05130 - Motor Equipment Metal Mechanic	23.54
05160 - Motor Equipment Metal Worker	20.48
05190 - Motor Vehicle Mechanic	23.54
05220 - Motor Vehicle Mechanic Helper	16.38
05250 - Motor Vehicle Upholstery Worker	19.13
05280 - Motor Vehicle Wrecker	20.48
05310 - Painter Automotive	21.88
05340 - Radiator Repair Specialist	20.48
05370 - Tire Repairer	13.48
05400 - Transmission Repair Specialist	23.54
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.61
07041 - Cook I	10.86
07042 - Cook II	12.60
07070 - Dishwasher	9.24
07130 - Food Service Worker	9.84
07210 - Meat Cutter	13.09
07260 - Waiter/Waitress	8.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	19.02
09090 - Furniture Refinisher Helper	14.25
09110 - Furniture Repairer Minor	16.63
09130 - Upholsterer	19.02
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.67
11060 - Elevator Operator	11.63
11090 - Gardener	16.83
11122 - Housekeeping Aide	11.63
11150 - Janitor	11.63
11210 - Laborer Grounds Maintenance	12.78
11240 - Maid or Houseman	10.24
11260 - Pruner	11.55
11270 - Tractor Operator	15.47
11330 - Trail Maintenance Worker	12.78
11360 - Window Cleaner	12.87
12000 - Health Occupations	
12010 - Ambulance Driver	16.37
12011 - Breath Alcohol Technician	18.28
12012 - Certified Occupational Therapist Assistant	29.13
12015 - Certified Physical Therapist Assistant	32.23

12020 - Dental Assistant	14.83
12025 - Dental Hygienist	35.39
12030 - EKG Technician	27.70
12035 - Electroneurodiagnostic Technologist	27.70
12040 - Emergency Medical Technician	16.37
12071 - Licensed Practical Nurse I	16.34
12072 - Licensed Practical Nurse II	18.28
12073 - Licensed Practical Nurse III	20.38
12100 - Medical Assistant	13.54
12130 - Medical Laboratory Technician	23.91
12160 - Medical Record Clerk	14.40
12190 - Medical Record Technician	16.38
12195 - Medical Transcriptionist	18.35
12210 - Nuclear Medicine Technologist	40.17
12221 - Nursing Assistant I	11.85
12222 - Nursing Assistant II	13.32
12223 - Nursing Assistant III	14.53
12224 - Nursing Assistant IV	16.32
12235 - Optical Dispenser	14.69
12236 - Optical Technician	16.34
12250 - Pharmacy Technician	17.18
12280 - Phlebotomist	14.52
12305 - Radiologic Technologist	25.12
12311 - Registered Nurse I	24.91
12312 - Registered Nurse II	30.48
12313 - Registered Nurse II Specialist	30.48
12314 - Registered Nurse III	36.88
12315 - Registered Nurse III Anesthetist	36.88
12316 - Registered Nurse IV	44.20
12317 - Scheduler (Drug and Alcohol Testing)	22.64
12320 - Substance Abuse Treatment Counselor	22.78
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.85
13012 - Exhibits Specialist II	22.11
13013 - Exhibits Specialist III	27.05
13041 - Illustrator I	17.85
13042 - Illustrator II	22.11
13043 - Illustrator III	27.05
13047 - Librarian	24.48
13050 - Library Aide/Clerk	11.28
13054 - Library Information Technology Systems Administrator	22.11
13058 - Library Technician	17.01
13061 - Media Specialist I	15.96
13062 - Media Specialist II	17.85
13063 - Media Specialist III	19.90
13071 - Photographer I	15.45
13072 - Photographer II	17.29
13073 - Photographer III	21.42
13074 - Photographer IV	26.20
13075 - Photographer V	31.70
13090 - Technical Order Library Clerk	14.55
13110 - Video Teleconference Technician	19.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.38
14042 - Computer Operator II	17.20
14043 - Computer Operator III	21.43
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	26.36
14071 - Computer Programmer I	(see 1) 22.18
14072 - Computer Programmer II	(see 1) 27.50
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		15.38
14160 - Personal Computer Support Technician		23.79
14170 - System Support Specialist		26.97
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.38
15020 - Aircrew Training Devices Instructor (Rated)		34.92
15030 - Air Crew Training Devices Instructor (Pilot)		40.60
15050 - Computer Based Training Specialist / Instructor		27.72
15060 - Educational Technologist		30.91
15070 - Flight Instructor (Pilot)		40.60
15080 - Graphic Artist		21.60
15085 - Maintenance Test Pilot Fixed Jet/Prop		38.25
15086 - Maintenance Test Pilot Rotary Wing		38.25
15088 - Non-Maintenance Test/Co-Pilot		38.25
15090 - Technical Instructor		23.88
15095 - Technical Instructor/Course Developer		29.23
15110 - Test Proctor		20.12
15120 - Tutor		20.12
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.22
16030 - Counter Attendant		9.22
16040 - Dry Cleaner		10.86
16070 - Finisher Flatwork Machine		9.22
16090 - Presser Hand		9.22
16110 - Presser Machine Drycleaning		9.22
16130 - Presser Machine Shirts		9.22
16160 - Presser Machine Wearing Apparel Laundry		9.22
16190 - Sewing Machine Operator		11.63
16220 - Tailor		12.39
16250 - Washer Machine		9.67
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.26
19040 - Tool And Die Maker		26.67
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.68
21030 - Material Coordinator		17.75
21040 - Material Expediter		17.75
21050 - Material Handling Laborer		13.70
21071 - Order Filler		11.97
21080 - Production Line Worker (Food Processing)		17.68
21110 - Shipping Packer		19.77
21130 - Shipping/Receiving Clerk		19.77
21140 - Store Worker I		11.54
21150 - Stock Clerk		15.38
21210 - Tools And Parts Attendant		17.68
21410 - Warehouse Specialist		17.68
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.13
23019 - Aircraft Logs and Records Technician		18.72
23021 - Aircraft Mechanic I		23.71
23022 - Aircraft Mechanic II		25.13
23023 - Aircraft Mechanic III		26.53
23040 - Aircraft Mechanic Helper		16.71
23050 - Aircraft Painter		21.58
23060 - Aircraft Servicer		18.72
23070 - Aircraft Survival Flight Equipment Technician		21.58
23080 - Aircraft Worker		20.06
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		20.06
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.71
23110 - Appliance Mechanic		21.26
23120 - Bicycle Repairer		17.16
23125 - Cable Splicer		27.09

23130 - Carpenter Maintenance	23.06
23140 - Carpet Layer	19.91
23160 - Electrician Maintenance	24.41
23181 - Electronics Technician Maintenance I	27.81
23182 - Electronics Technician Maintenance II	29.68
23183 - Electronics Technician Maintenance III	31.69
23260 - Fabric Worker	18.51
23290 - Fire Alarm System Mechanic	22.68
23310 - Fire Extinguisher Repairer	17.16
23311 - Fuel Distribution System Mechanic	22.99
23312 - Fuel Distribution System Operator	17.39
23370 - General Maintenance Worker	16.35
23380 - Ground Support Equipment Mechanic	23.71
23381 - Ground Support Equipment Servicer	18.72
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	17.16
23392 - Gunsmith II	19.91
23393 - Gunsmith III	22.68
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.15
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.49
23430 - Heavy Equipment Mechanic	24.87
23440 - Heavy Equipment Operator	21.92
23460 - Instrument Mechanic	22.68
23465 - Laboratory/Shelter Mechanic	21.26
23470 - Laborer	13.70
23510 - Locksmith	21.26
23530 - Machinery Maintenance Mechanic	25.79
23550 - Machinist Maintenance	21.29
23580 - Maintenance Trades Helper	14.92
23591 - Metrology Technician I	22.68
23592 - Metrology Technician II	24.05
23593 - Metrology Technician III	25.40
23640 - Millwright	22.68
23710 - Office Appliance Repairer	21.26
23760 - Painter Maintenance	18.05
23790 - Pipefitter Maintenance	26.06
23810 - Plumber Maintenance	24.48
23820 - Pneudraulic Systems Mechanic	22.68
23850 - Rigger	28.34
23870 - Scale Mechanic	19.91
23890 - Sheet-Metal Worker Maintenance	23.28
23910 - Small Engine Mechanic	15.84
23931 - Telecommunications Mechanic I	23.02
23932 - Telecommunications Mechanic II	24.25
23950 - Telephone Lineman	23.16
23960 - Welder Combination Maintenance	21.09
23965 - Well Driller	22.55
23970 - Woodcraft Worker	22.68
23980 - Woodworker	17.16
24000 - Personal Needs Occupations	
24550 - Case Manager	15.93
24570 - Child Care Attendant	9.11
24580 - Child Care Center Clerk	12.97
24610 - Chore Aide	10.60
24620 - Family Readiness And Support Services Coordinator	14.06
24630 - Homemaker	15.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.68
25040 - Sewage Plant Operator	20.43
25070 - Stationary Engineer	22.68
25190 - Ventilation Equipment Tender	15.78
25210 - Water Treatment Plant Operator	20.43

27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.30
27007 - Baggage Inspector	12.86
27008 - Corrections Officer	19.96
27010 - Court Security Officer	20.03
27030 - Detection Dog Handler	15.74
27040 - Detention Officer	19.96
27070 - Firefighter	20.75
27101 - Guard I	12.86
27102 - Guard II	15.74
27131 - Police Officer I	23.04
27132 - Police Officer II	25.57
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.66
28042 - Carnival Equipment Repairer	13.77
28043 - Carnival Worker	9.46
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	17.97
28510 - Recreation Aide/Health Facility Attendant	13.12
28515 - Recreation Specialist	21.97
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	15.97
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.55
29020 - Hatch Tender	29.55
29030 - Line Handler	29.55
29041 - Stevedore I	27.48
29042 - Stevedore II	31.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	19.84
30022 - Archeological Technician II	22.20
30023 - Archeological Technician III	27.50
30030 - Cartographic Technician	27.50
30040 - Civil Engineering Technician	21.39
30051 - Cryogenic Technician I	30.46
30052 - Cryogenic Technician II	33.64
30061 - Drafter/CAD Operator I	19.84
30062 - Drafter/CAD Operator II	22.20
30063 - Drafter/CAD Operator III	24.74
30064 - Drafter/CAD Operator IV	30.46
30081 - Engineering Technician I	15.28
30082 - Engineering Technician II	17.15
30083 - Engineering Technician III	19.19
30084 - Engineering Technician IV	23.77
30085 - Engineering Technician V	29.07
30086 - Engineering Technician VI	35.18
30090 - Environmental Technician	28.66
30095 - Evidence Control Specialist	27.50
30210 - Laboratory Technician	29.37
30221 - Latent Fingerprint Technician I	30.46
30222 - Latent Fingerprint Technician II	33.64
30240 - Mathematical Technician	27.50
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	24.08
30363 - Paralegal/Legal Assistant III	29.45
30364 - Paralegal/Legal Assistant IV	35.63
30375 - Petroleum Supply Specialist	33.64
30390 - Photo-Optics Technician	27.32
30395 - Radiation Control Technician	33.64
30461 - Technical Writer I	27.50
30462 - Technical Writer II	33.64

30463 - Technical Writer III	40.70
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	30.46
30502 - Weather Forecaster II	37.04
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.74
30621 - Weather Observer Senior	(see 2) 27.50
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	13.34
31030 - Bus Driver	18.95
31043 - Driver Courier	14.39
31260 - Parking and Lot Attendant	12.06
31290 - Shuttle Bus Driver	15.65
31310 - Taxi Driver	11.54
31361 - Truckdriver Light	15.65
31362 - Truckdriver Medium	17.00
31363 - Truckdriver Heavy	20.97
31364 - Truckdriver Tractor-Trailer	20.97
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.92
99050 - Desk Clerk	11.45
99095 - Embalmer	26.55
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	15.09
99260 - Marketing Analyst	28.98
99310 - Mortician	26.55
99410 - Pest Controller	19.65
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	18.63
99711 - Recycling Specialist	22.55
99730 - Refuse Collector	16.83
99810 - Sales Clerk	11.55
99820 - School Crossing Guard	11.63
99830 - Survey Party Chief	22.68
99831 - Surveying Aide	15.77
99832 - Surveying Technician	21.64
99840 - Vending Machine Attendant	16.83
99841 - Vending Machine Repairer	21.23
99842 - Vending Machine Repairer Helper	16.83

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for

reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 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. (See 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 4.174)

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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

"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
Daniel W. Simms Director		Wage Determination No.: 2015-5301 Revision No.: 15 Date Of Last Revision: 12/21/2020
Division of Wage Determinations		

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Dimmit La Salle Maverick Zavala

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.20
01012 - Accounting Clerk II		14.82
01013 - Accounting Clerk III		16.58
01020 - Administrative Assistant		24.34
01035 - Court Reporter		15.77
01041 - Customer Service Representative I		10.52
01042 - Customer Service Representative II		11.83
01043 - Customer Service Representative III		12.91
01051 - Data Entry Operator I		13.73
01052 - Data Entry Operator II		14.98
01060 - Dispatcher Motor Vehicle		15.93
01070 - Document Preparation Clerk		12.55
01090 - Duplicating Machine Operator		12.55
01111 - General Clerk I		11.76
01112 - General Clerk II		12.83
01113 - General Clerk III		14.40
01120 - Housing Referral Assistant		17.58
01141 - Messenger Courier		10.24
01191 - Order Clerk I		13.43
01192 - Order Clerk II		14.65
01261 - Personnel Assistant (Employment) I		14.04
01262 - Personnel Assistant (Employment) II		15.73
01263 - Personnel Assistant (Employment) III		17.53
01270 - Production Control Clerk		18.95
01290 - Rental Clerk		13.43
01300 - Scheduler Maintenance		14.09
01311 - Secretary I		14.09
01312 - Secretary II		15.77
01313 - Secretary III		17.58

01320 - Service Order Dispatcher	14.10
01410 - Supply Technician	24.34
01420 - Survey Worker	14.38
01460 - Switchboard Operator/Receptionist	11.29
01531 - Travel Clerk I	12.96
01532 - Travel Clerk II	13.73
01533 - Travel Clerk III	14.43
01611 - Word Processor I	12.55
01612 - Word Processor II	14.09
01613 - Word Processor III	15.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	15.09
05010 - Automotive Electrician	14.96
05040 - Automotive Glass Installer	14.03
05070 - Automotive Worker	14.03
05110 - Mobile Equipment Servicer	12.16
05130 - Motor Equipment Metal Mechanic	15.91
05160 - Motor Equipment Metal Worker	14.03
05190 - Motor Vehicle Mechanic	15.91
05220 - Motor Vehicle Mechanic Helper	11.32
05250 - Motor Vehicle Upholstery Worker	13.08
05280 - Motor Vehicle Wrecker	14.03
05310 - Painter Automotive	14.96
05340 - Radiator Repair Specialist	14.03
05370 - Tire Repairer	12.22
05400 - Transmission Repair Specialist	15.91
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.99
07041 - Cook I	11.38
07042 - Cook II	13.14
07070 - Dishwasher	8.85
07130 - Food Service Worker	9.74
07210 - Meat Cutter	12.89
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.71
09040 - Furniture Handler	9.99
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	11.24
09110 - Furniture Repairer Minor	12.96
09130 - Upholsterer	14.72
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.99
11060 - Elevator Operator	11.51
11090 - Gardener	14.96
11122 - Housekeeping Aide	10.46
11150 - Janitor	10.46
11210 - Laborer Grounds Maintenance	11.86
11240 - Maid or Houseman	10.02
11260 - Pruner	10.62
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.86
11360 - Window Cleaner	11.61
12000 - Health Occupations	
12010 - Ambulance Driver	16.78
12011 - Breath Alcohol Technician	19.48
12012 - Certified Occupational Therapist Assistant	26.73
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	14.34
12025 - Dental Hygienist	40.67
12030 - EKG Technician	29.52
12035 - Electroneurodiagnostic Technologist	29.52
12040 - Emergency Medical Technician	16.78
12071 - Licensed Practical Nurse I	17.41
12072 - Licensed Practical Nurse II	19.48

12073 - Licensed Practical Nurse III	21.71
12100 - Medical Assistant	14.59
12130 - Medical Laboratory Technician	25.44
12160 - Medical Record Clerk	14.83
12190 - Medical Record Technician	16.59
12195 - Medical Transcriptionist	17.41
12210 - Nuclear Medicine Technologist	42.80
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.28
12235 - Optical Dispenser	17.83
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	16.71
12280 - Phlebotomist	14.53
12305 - Radiologic Technologist	29.02
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	24.13
12320 - Substance Abuse Treatment Counselor	23.00
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.83
13012 - Exhibits Specialist II	24.56
13013 - Exhibits Specialist III	30.05
13041 - Illustrator I	19.83
13042 - Illustrator II	24.56
13043 - Illustrator III	30.05
13047 - Librarian	27.21
13050 - Library Aide/Clerk	18.30
13054 - Library Information Technology Systems Administrator	24.56
13058 - Library Technician	15.99
13061 - Media Specialist I	17.73
13062 - Media Specialist II	19.83
13063 - Media Specialist III	22.10
13071 - Photographer I	17.73
13072 - Photographer II	19.83
13073 - Photographer III	24.56
13074 - Photographer IV	30.05
13075 - Photographer V	36.35
13090 - Technical Order Library Clerk	14.97
13110 - Video Teleconference Technician	17.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.38
14042 - Computer Operator II	13.85
14043 - Computer Operator III	15.48
14044 - Computer Operator IV	17.27
14045 - Computer Operator V	19.18
14071 - Computer Programmer I	(see 1) 19.12
14072 - Computer Programmer II	(see 1) 22.69
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	12.68
14160 - Personal Computer Support Technician	17.27
14170 - System Support Specialist	25.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.24
15020 - Aircrew Training Devices Instructor (Rated)	31.75

15030 - Air Crew Training Devices Instructor (Pilot)	38.05
15050 - Computer Based Training Specialist / Instructor	26.24
15060 - Educational Technologist	35.07
15070 - Flight Instructor (Pilot)	38.05
15080 - Graphic Artist	25.98
15085 - Maintenance Test Pilot Fixed Jet/Prop	38.05
15086 - Maintenance Test Pilot Rotary Wing	38.05
15088 - Non-Maintenance Test/Co-Pilot	38.05
15090 - Technical Instructor	22.40
15095 - Technical Instructor/Course Developer	25.98
15110 - Test Proctor	14.88
15120 - Tutor	14.88
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	11.79
16070 - Finisher Flatwork Machine	9.71
16090 - Presser Hand	9.71
16110 - Presser Machine Drycleaning	9.71
16130 - Presser Machine Shirts	9.71
16160 - Presser Machine Wearing Apparel Laundry	9.71
16190 - Sewing Machine Operator	12.45
16220 - Tailor	13.05
16250 - Washer Machine	10.52
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.86
19040 - Tool And Die Maker	24.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.75
21030 - Material Coordinator	18.95
21040 - Material Expediter	18.95
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.16
21080 - Production Line Worker (Food Processing)	11.75
21110 - Shipping Packer	11.85
21130 - Shipping/Receiving Clerk	11.85
21140 - Store Worker I	11.33
21150 - Stock Clerk	15.33
21210 - Tools And Parts Attendant	11.75
21410 - Warehouse Specialist	11.75
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.36
23019 - Aircraft Logs and Records Technician	21.20
23021 - Aircraft Mechanic I	25.87
23022 - Aircraft Mechanic II	27.36
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	18.29
23050 - Aircraft Painter	24.35
23060 - Aircraft Servicer	21.20
23070 - Aircraft Survival Flight Equipment Technician	24.35
23080 - Aircraft Worker	22.74
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.74
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.87
23110 - Appliance Mechanic	19.86
23120 - Bicycle Repairer	16.06
23125 - Cable Splicer	30.11
23130 - Carpenter Maintenance	20.06
23140 - Carpet Layer	18.55
23160 - Electrician Maintenance	22.51
23181 - Electronics Technician Maintenance I	22.41
23182 - Electronics Technician Maintenance II	25.75
23183 - Electronics Technician Maintenance III	27.36
23260 - Fabric Worker	17.29

23290 - Fire Alarm System Mechanic	21.10
23310 - Fire Extinguisher Repairer	16.06
23311 - Fuel Distribution System Mechanic	20.05
23312 - Fuel Distribution System Operator	14.64
23370 - General Maintenance Worker	13.13
23380 - Ground Support Equipment Mechanic	25.87
23381 - Ground Support Equipment Servicer	21.20
23382 - Ground Support Equipment Worker	22.74
23391 - Gunsmith I	16.06
23392 - Gunsmith II	18.55
23393 - Gunsmith III	21.10
23410 - Heating Ventilation And Air-Conditioning Mechanic	19.31
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	20.42
23430 - Heavy Equipment Mechanic	21.11
23440 - Heavy Equipment Operator	19.46
23460 - Instrument Mechanic	21.10
23465 - Laboratory/Shelter Mechanic	19.86
23470 - Laborer	12.92
23510 - Locksmith	19.86
23530 - Machinery Maintenance Mechanic	20.02
23550 - Machinist Maintenance	21.56
23580 - Maintenance Trades Helper	13.01
23591 - Metrology Technician I	21.10
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.53
23640 - Millwright	21.10
23710 - Office Appliance Repairer	19.86
23760 - Painter Maintenance	19.86
23790 - Pipefitter Maintenance	17.21
23810 - Plumber Maintenance	16.20
23820 - Pneudraulic Systems Mechanic	21.10
23850 - Rigger	21.10
23870 - Scale Mechanic	18.55
23890 - Sheet-Metal Worker Maintenance	21.10
23910 - Small Engine Mechanic	18.55
23931 - Telecommunications Mechanic I	21.10
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	20.17
23960 - Welder Combination Maintenance	19.44
23965 - Well Driller	21.10
23970 - Woodcraft Worker	21.10
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24550 - Case Manager	16.31
24570 - Child Care Attendant	10.00
24580 - Child Care Center Clerk	12.46
24610 - Chore Aide	8.96
24620 - Family Readiness And Support Services Coordinator	16.31
24630 - Homemaker	16.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.52
25040 - Sewage Plant Operator	14.45
25070 - Stationary Engineer	21.52
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	14.45
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.58
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	18.43
27010 - Court Security Officer	20.06
27030 - Detection Dog Handler	15.08
27040 - Detention Officer	18.43

27070 - Firefighter	23.17
27101 - Guard I	13.48
27102 - Guard II	15.08
27131 - Police Officer I	20.99
27132 - Police Officer II	24.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.27
28042 - Carnival Equipment Repairer	13.21
28043 - Carnival Worker	9.35
28210 - Gate Attendant/Gate Tender	13.98
28310 - Lifeguard	12.45
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.41
28515 - Recreation Specialist	19.11
28630 - Sports Official	12.45
28690 - Swimming Pool Operator	19.10
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.55
29020 - Hatch Tender	18.55
29030 - Line Handler	18.55
29041 - Stevedore I	17.29
29042 - Stevedore II	19.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	13.92
30022 - Archeological Technician II	14.74
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	18.14
30051 - Cryogenic Technician I	21.59
30052 - Cryogenic Technician II	23.85
30061 - Drafter/CAD Operator I	13.11
30062 - Drafter/CAD Operator II	14.64
30063 - Drafter/CAD Operator III	16.36
30064 - Drafter/CAD Operator IV	18.60
30081 - Engineering Technician I	12.25
30082 - Engineering Technician II	13.77
30083 - Engineering Technician III	15.38
30084 - Engineering Technician IV	19.08
30085 - Engineering Technician V	22.36
30086 - Engineering Technician VI	27.40
30090 - Environmental Technician	19.00
30095 - Evidence Control Specialist	18.96
30210 - Laboratory Technician	16.36
30221 - Latent Fingerprint Technician I	21.59
30222 - Latent Fingerprint Technician II	23.85
30240 - Mathematical Technician	18.17
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	21.44
30363 - Paralegal/Legal Assistant III	26.24
30364 - Paralegal/Legal Assistant IV	31.74
30375 - Petroleum Supply Specialist	23.19
30390 - Photo-Optics Technician	18.17
30395 - Radiation Control Technician	23.19
30461 - Technical Writer I	18.17
30462 - Technical Writer II	20.91
30463 - Technical Writer III	24.95
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	21.59

30502 - Weather Forecaster II	26.26
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 16.36
30621 - Weather Observer Senior	(see 2) 18.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	13.15
31030 - Bus Driver	18.08
31043 - Driver Courier	12.58
31260 - Parking and Lot Attendant	11.84
31290 - Shuttle Bus Driver	13.55
31310 - Taxi Driver	11.25
31361 - Truckdriver Light	13.55
31362 - Truckdriver Medium	14.61
31363 - Truckdriver Heavy	19.32
31364 - Truckdriver Tractor-Trailer	19.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.34
99050 - Desk Clerk	10.64
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	16.61
99252 - Laboratory Animal Caretaker II	17.88
99260 - Marketing Analyst	35.87
99310 - Mortician	25.35
99410 - Pest Controller	17.09
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	14.42
99711 - Recycling Specialist	17.11
99730 - Refuse Collector	12.99
99810 - Sales Clerk	10.71
99820 - School Crossing Guard	12.61
99830 - Survey Party Chief	20.00
99831 - Surveying Aide	13.60
99832 - Surveying Technician	16.73
99840 - Vending Machine Attendant	16.61
99841 - Vending Machine Repairer	20.65
99842 - Vending Machine Repairer Helper	16.61

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 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. (See 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 4.174)

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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

"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
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5469 Revision No.: 13 Date Of Last Revision: 12/21/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Arizona

Area: Arizona Counties of Maricopa Pinal

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.26
01012 - Accounting Clerk II		18.25
01013 - Accounting Clerk III		20.42
01020 - Administrative Assistant		28.57
01035 - Court Reporter		26.94
01041 - Customer Service Representative I		13.62
01042 - Customer Service Representative II		15.32
01043 - Customer Service Representative III		16.71
01051 - Data Entry Operator I		14.01
01052 - Data Entry Operator II		15.28
01060 - Dispatcher Motor Vehicle		18.79
01070 - Document Preparation Clerk		16.53
01090 - Duplicating Machine Operator		16.53
01111 - General Clerk I		14.44
01112 - General Clerk II		15.75
01113 - General Clerk III		17.68
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		14.74
01191 - Order Clerk I		13.91
01192 - Order Clerk II		15.60
01261 - Personnel Assistant (Employment) I		15.89
01262 - Personnel Assistant (Employment) II		17.78
01263 - Personnel Assistant (Employment) III		19.82
01270 - Production Control Clerk		21.93
01290 - Rental Clerk		14.97
01300 - Scheduler Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78

01320 - Service Order Dispatcher	16.79
01410 - Supply Technician	28.57
01420 - Survey Worker	17.27
01460 - Switchboard Operator/Receptionist	14.63
01531 - Travel Clerk I	17.93
01532 - Travel Clerk II	19.35
01533 - Travel Clerk III	20.83
01611 - Word Processor I	15.60
01612 - Word Processor II	17.51
01613 - Word Processor III	19.60
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.17
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.37
07041 - Cook I	13.37
07042 - Cook II	15.96
07070 - Dishwasher	11.94
07130 - Food Service Worker	12.07
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	12.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.24
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	17.38
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer Minor	14.77
09130 - Upholsterer	17.31
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.92
11060 - Elevator Operator	11.92
11090 - Gardener	19.61
11122 - Housekeeping Aide	12.52
11150 - Janitor	12.52
11210 - Laborer Grounds Maintenance	13.86
11240 - Maid or Houseman	11.98
11260 - Pruner	12.47
11270 - Tractor Operator	17.68
11330 - Trail Maintenance Worker	13.86
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12010 - Ambulance Driver	17.68
12011 - Breath Alcohol Technician	24.13
12012 - Certified Occupational Therapist Assistant	32.31
12015 - Certified Physical Therapist Assistant	23.15
12020 - Dental Assistant	21.16
12025 - Dental Hygienist	43.88
12030 - EKG Technician	26.22
12035 - Electroneurodiagnostic Technologist	26.22
12040 - Emergency Medical Technician	17.68
12071 - Licensed Practical Nurse I	21.57
12072 - Licensed Practical Nurse II	24.13

12073 - Licensed Practical Nurse III	26.90
12100 - Medical Assistant	16.60
12130 - Medical Laboratory Technician	23.73
12160 - Medical Record Clerk	17.66
12190 - Medical Record Technician	19.76
12195 - Medical Transcriptionist	19.10
12210 - Nuclear Medicine Technologist	41.35
12221 - Nursing Assistant I	12.21
12222 - Nursing Assistant II	13.72
12223 - Nursing Assistant III	14.97
12224 - Nursing Assistant IV	16.80
12235 - Optical Dispenser	18.13
12236 - Optical Technician	16.34
12250 - Pharmacy Technician	16.74
12280 - Phlebotomist	16.44
12305 - Radiologic Technologist	32.17
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	29.89
12320 - Substance Abuse Treatment Counselor	21.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.20
13012 - Exhibits Specialist II	22.55
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	24.32
13050 - Library Aide/Clerk	14.28
13054 - Library Information Technology Systems Administrator	21.96
13058 - Library Technician	15.54
13061 - Media Specialist I	15.84
13062 - Media Specialist II	17.72
13063 - Media Specialist III	19.76
13071 - Photographer I	15.64
13072 - Photographer II	17.50
13073 - Photographer III	21.68
13074 - Photographer IV	26.52
13075 - Photographer V	32.08
13090 - Technical Order Library Clerk	17.93
13110 - Video Teleconference Technician	20.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.05
14042 - Computer Operator II	19.07
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.63
14045 - Computer Operator V	26.17
14071 - Computer Programmer I	(see 1) 23.13
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	17.05
14160 - Personal Computer Support Technician	23.63
14170 - System Support Specialist	30.04
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.06
15020 - Aircrew Training Devices Instructor (Rated)	36.56

15030 - Air Crew Training Devices Instructor (Pilot)	43.58
15050 - Computer Based Training Specialist / Instructor	30.06
15060 - Educational Technologist	27.03
15070 - Flight Instructor (Pilot)	43.58
15080 - Graphic Artist	24.21
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.58
15086 - Maintenance Test Pilot Rotary Wing	43.58
15088 - Non-Maintenance Test/Co-Pilot	43.58
15090 - Technical Instructor	22.31
15095 - Technical Instructor/Course Developer	27.29
15110 - Test Proctor	18.01
15120 - Tutor	18.01
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.87
16030 - Counter Attendant	13.87
16040 - Dry Cleaner	16.26
16070 - Finisher Flatwork Machine	13.87
16090 - Presser Hand	13.87
16110 - Presser Machine Drycleaning	13.87
16130 - Presser Machine Shirts	13.87
16160 - Presser Machine Wearing Apparel Laundry	13.87
16190 - Sewing Machine Operator	16.94
16220 - Tailor	17.62
16250 - Washer Machine	14.90
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.19
19040 - Tool And Die Maker	27.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.02
21030 - Material Coordinator	21.93
21040 - Material Expediter	21.93
21050 - Material Handling Laborer	14.05
21071 - Order Filler	13.99
21080 - Production Line Worker (Food Processing)	17.02
21110 - Shipping Packer	15.87
21130 - Shipping/Receiving Clerk	15.87
21140 - Store Worker I	12.84
21150 - Stock Clerk	16.74
21210 - Tools And Parts Attendant	17.02
21410 - Warehouse Specialist	17.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.59
23019 - Aircraft Logs and Records Technician	25.96
23021 - Aircraft Mechanic I	32.73
23022 - Aircraft Mechanic II	34.59
23023 - Aircraft Mechanic III	36.43
23040 - Aircraft Mechanic Helper	21.33
23050 - Aircraft Painter	30.52
23060 - Aircraft Servicer	25.96
23070 - Aircraft Survival Flight Equipment Technician	30.52
23080 - Aircraft Worker	28.25
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.25
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.73
23110 - Appliance Mechanic	23.05
23120 - Bicycle Repairer	18.91
23125 - Cable Splicer	41.90
23130 - Carpenter Maintenance	21.60
23140 - Carpet Layer	17.30
23160 - Electrician Maintenance	23.23
23181 - Electronics Technician Maintenance I	26.09
23182 - Electronics Technician Maintenance II	28.19
23183 - Electronics Technician Maintenance III	30.23
23260 - Fabric Worker	20.84

23290 - Fire Alarm System Mechanic	24.64
23310 - Fire Extinguisher Repairer	18.99
23311 - Fuel Distribution System Mechanic	31.59
23312 - Fuel Distribution System Operator	22.77
23370 - General Maintenance Worker	18.18
23380 - Ground Support Equipment Mechanic	32.73
23381 - Ground Support Equipment Servicer	25.96
23382 - Ground Support Equipment Worker	28.25
23391 - Gunsmith I	18.99
23392 - Gunsmith II	22.67
23393 - Gunsmith III	26.27
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.42
23430 - Heavy Equipment Mechanic	25.56
23440 - Heavy Equipment Operator	22.75
23460 - Instrument Mechanic	27.05
23465 - Laboratory/Shelter Mechanic	24.49
23470 - Laborer	14.05
23510 - Locksmith	20.70
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist Maintenance	22.96
23580 - Maintenance Trades Helper	16.05
23591 - Metrology Technician I	27.05
23592 - Metrology Technician II	28.59
23593 - Metrology Technician III	30.09
23640 - Millwright	28.70
23710 - Office Appliance Repairer	19.75
23760 - Painter Maintenance	18.37
23790 - Pipefitter Maintenance	24.55
23810 - Plumber Maintenance	22.89
23820 - Pneudraulic Systems Mechanic	26.27
23850 - Rigger	26.17
23870 - Scale Mechanic	22.67
23890 - Sheet-Metal Worker Maintenance	21.11
23910 - Small Engine Mechanic	18.04
23931 - Telecommunications Mechanic I	28.95
23932 - Telecommunications Mechanic II	30.60
23950 - Telephone Lineman	22.18
23960 - Welder Combination Maintenance	20.24
23965 - Well Driller	25.94
23970 - Woodcraft Worker	26.27
23980 - Woodworker	18.99
24000 - Personal Needs Occupations	
24550 - Case Manager	15.56
24570 - Child Care Attendant	12.05
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	12.09
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.16
25040 - Sewage Plant Operator	25.92
25070 - Stationary Engineer	26.16
25190 - Ventilation Equipment Tender	16.29
25210 - Water Treatment Plant Operator	25.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.85
27007 - Baggage Inspector	13.55
27008 - Corrections Officer	21.93
27010 - Court Security Officer	23.57
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	21.93

27070 - Firefighter	25.86
27101 - Guard I	13.55
27102 - Guard II	16.13
27131 - Police Officer I	31.12
27132 - Police Officer II	34.59
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.81
28042 - Carnival Equipment Repairer	18.64
28043 - Carnival Worker	11.75
28210 - Gate Attendant/Gate Tender	14.95
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.73
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.69
28630 - Sports Official	13.33
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.74
29020 - Hatch Tender	26.74
29030 - Line Handler	26.74
29041 - Stevedore I	24.56
29042 - Stevedore II	28.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.32
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.37
30021 - Archeological Technician I	18.61
30022 - Archeological Technician II	20.83
30023 - Archeological Technician III	25.80
30030 - Cartographic Technician	25.80
30040 - Civil Engineering Technician	26.95
30051 - Cryogenic Technician I	28.57
30052 - Cryogenic Technician II	31.55
30061 - Drafter/CAD Operator I	18.61
30062 - Drafter/CAD Operator II	20.83
30063 - Drafter/CAD Operator III	23.22
30064 - Drafter/CAD Operator IV	28.57
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30095 - Evidence Control Specialist	25.80
30210 - Laboratory Technician	22.92
30221 - Latent Fingerprint Technician I	26.36
30222 - Latent Fingerprint Technician II	29.11
30240 - Mathematical Technician	28.38
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.11
30363 - Paralegal/Legal Assistant III	30.71
30364 - Paralegal/Legal Assistant IV	37.16
30375 - Petroleum Supply Specialist	31.55
30390 - Photo-Optics Technician	25.80
30395 - Radiation Control Technician	31.55
30461 - Technical Writer I	24.28
30462 - Technical Writer II	29.70
30463 - Technical Writer III	35.93
30491 - Unexploded Ordnance (UXO) Technician I	26.26
30492 - Unexploded Ordnance (UXO) Technician II	31.77
30493 - Unexploded Ordnance (UXO) Technician III	38.08
30494 - Unexploded (UXO) Safety Escort	26.26
30495 - Unexploded (UXO) Sweep Personnel	26.26
30501 - Weather Forecaster I	28.57

30502 - Weather Forecaster II	34.76
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.22
30621 - Weather Observer Senior	(see 2) 25.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.77
31020 - Bus Aide	13.13
31030 - Bus Driver	20.38
31043 - Driver Courier	15.17
31260 - Parking and Lot Attendant	12.22
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.17
31361 - Truckdriver Light	16.83
31362 - Truckdriver Medium	18.71
31363 - Truckdriver Heavy	22.17
31364 - Truckdriver Tractor-Trailer	22.17
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	11.87
99050 - Desk Clerk	12.35
99095 - Embalmer	28.19
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	14.65
99252 - Laboratory Animal Caretaker II	16.25
99260 - Marketing Analyst	29.63
99310 - Mortician	28.19
99410 - Pest Controller	17.94
99510 - Photofinishing Worker	16.26
99710 - Recycling Laborer	24.17
99711 - Recycling Specialist	31.02
99730 - Refuse Collector	20.99
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	11.48
99830 - Survey Party Chief	32.04
99831 - Surveying Aide	19.29
99832 - Surveying Technician	27.20
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 4.174)

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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."