

Company Name:  
Ahtna Technical Services

Contract Number:  
HSCEDM-08-C-00006 (HSCEDM08C00006)

Requisition Number:  
FMI-08-002 (FMI08002)

Latest Modification Processed:  
P00005

Period of Performance:  
Through 3/31/2009

Services Provided:  
Operation of Detention Processing Facility at the Krome Service Processing Facility.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   121
2. CONTRACT (Proc. Inst. Ident.) NO. HSCEDM-08-C-00006		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FMI-08-002
5. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	6. ADMINISTERED BY (If other than Item 5) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536		CODE ICE/DM/DC-DC

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  AHTNA TECHNICAL SERVICES INC 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT  (b)(2)Low
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 0850091940000	FACILITY CODE
11. SHIP TO/MARK FOR Krome Service Processing Center 18201 SW 12th Street Miami FL 33194	12. PAYMENT WILL BE MADE BY KROME SPC 18201 South West 12th Miami FL 33194

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) ( 5 )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$1,983,626.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	27
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	35	X	J	LIST OF ATTACHMENTS	42
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	4				

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise above and on any continuation sheets for the consideration stated herein. The rights obligations of the parties to this contract shall be subject to and governed by the documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSCCEOP-07-R-00032 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) C. Adams CRAIC Pres/CEO	19B. NAME OF CONTRACTOR	20A. NAME OF CONTRACTING OFFICER James D. Adams	20B. UNITED STATES OF AMERICA
BY Carolyn Craig (Signature of person authorized to sign)	19C. DATE SIGNED 9-24-07	BY James D. Adams (Signature of the Contracting Officer)	20C. DATE SIGNED 27 Sept 07

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Tax ID Number: 92-0173111 DUNS Number: 085009194 The following contract is for maintenance services at the Krome Service Processing Facility.</p> <p>The contract, by reference, includes the following documents:</p> <p>The Request for Proposal submitted to Ahtna on August 22, 2007.</p> <p>The proposal from ATSI dated September 19, 2007.</p> <p>The updated Request for Proposal dated September 21, 2007.</p> <p>The final proposal submitted by ATSI dated September 22, 2007.</p> <p>The following clause applies: FAR 52.232-18 Availability of Funds: Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>Delivery: 30 Days After Award Accounting Info: (b)(2)Low</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 03/31/2008</p> <p>Custodial Services Product/Service Code: Z166</p> <p>Accounting Info: (b)(2)Low \$(b)(4) (Subject to Availability of Funds)</p>	6	MO	(b)(4)	0.00
0002	<p>PHS Custodial Services Product/Service Code: Z166 Continued ...</p>	6	MO	(b)(4)	0.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

**AHTNA TECHNICAL SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(2)Low \$ (b)(4) (Subject to Availability of Funds)				
0003	Facility PM and Repair Product/Service Code: Z166  Accounting Info: (b)(2)Low \$ (b)(4) (Subject to Availability of Funds)	6	MO	(b)(4)	0.00
0004	Landscaping Maintenance Product/Service Code: Z166  Accounting Info: (b)(2)Low \$ (b)(4) (Subject to Availability of Funds)	6	MO	(b)(4)	0.00
0005	Detainee Pay (Ceiling Price) Product/Service Code: Z166  Accounting Info: (b)(2)Low \$ (b)(4) (Subject to Availability of Funds)	65700	DA	(b)(4)	0.00
0006	Detainee Accounting and Vending Services Product/Service Code: Z166  Accounting Info: (b)(2)Low \$ (b)(4) (Subject to Availability of Funds)	6	MO	(b)(4)	0.00
0007	Trash Removal and Disposal Fees Product/Service Code: Z166  Accounting Info: (b)(2)Low \$ (b)(4) (Subject to Availability of Funds)	6	MO	(b)(4)	0.00
0008	Time & Materials Repairs (Ceiling Price) Product/Service Code: Z166  Accounting Info: Continued ...	10	JB	(b)(4)	0.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

**AHTNA TECHNICAL SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(2)Low</p> <p>(b)(4) (Subject to Availability of Funds)</p> <p>Program POC (COTR): Phil Baglio 305-207-(b)(2)Low</p> <p>Alternate COTR; David Scroggs 305-207-(b)(2)Low</p> <p>Procurement POC: Paul Previch 202-353-(b)(2)Low</p> <p>Please send invoices to the program POC at the address given on the contract to be certified as services received as requested. The invoices shall then be forwarded to the attention of Paul Previch via fax or email (b)(6) for certification and to be submitted to the Dallas Finance Center for payment.</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 15G.</p>				

Section B - Supplies or Services/Prices

**B-1 Description of Services**

- (A) The Contractor must provide for all management, supervision, manpower, materials, supplies, and equipment (except as otherwise provided) and plan, schedule, coordinate, and assure effective performance of maintenance services at the Krome Service Processing Center in accordance with the terms, conditions, and performance work statement.
- (B) The pricing for maintenance services listed in the line item table below has been divided into the 10 categories below.
- (C) **Wage Determination (WD):** In order to ensure a stable and experienced workforce, the prospective contractor must, at a minimum, maintain the wages and benefits currently paid to incumbent employees covered under a Wage Determination. The most current wages and benefits for each position covered under a Wage Determination are included in Section J.
- (D) **Collective Bargaining Agreement (CBA):** Any valid CBA will be incorporated into the contract and the offeror must propose in accordance with the Service Contract Act as it applies to Collective Bargaining Agreements.

**B-1 Line Item Table**

**Line Item Details**

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Custodial Services	6	MO	(b)(4)	
0002	PHS Custodial Services	6	MO		
0003	Facility Preventative Maintenance & Repair	6	MO		
0004	Landscaping -Maintenance	6	MO		
0005	Detainee Pay	65700	DA		
0006	Detainee Accounting & Vending Services	6	MO		
0007	Trash Removal & Disposal Fees	6	MO		
0008	Time and Materials Repairs	10	JB		
<b>Total Amount for All Line Items:</b>					<b>\$1,983,626.00</b>

**SECTION C- DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK**  
**STATEMENT KROME BASE MAINTENANCE**

A. This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Government –owned/Contractor-operated detention facility for federal detainees. The population will be comprised of individuals charged with federal offenses and detained while awaiting trial or sentencing, a hearing on their immigration status, or deportation.

B. The purpose of the resultant contract will be to perform support in detainee accounting, custodial, preventative equipment maintenance, and grounds maintenance and landscaping disciplines. Also, the Contract will provide 24 hour a day support for the chillers and HVAC systems, with a mixture of on duty and on call support. On occasions the Contractor shall be required to provide assistance to the Government and other duties as assigned (such as minor repairs, broken toilet and other small repairs to the facility).

(If the support system is required the COTR shall be notified to determine the arrangements for the Contractor).

**C. EXPLANATION OF TERMS**

1. **ADULT DETAINEE**: Any detained alien eighteen (18) years of age or older.
2. **ACA**: American Correctional Association.
3. **ADMINISTRATIVE SEGREGATION**: A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other detainees.
4. **ALIEN**: Any person who is not a citizen or national of the United States.
5. **CLEAN**: Free of dirt, dust, spots, streaks, stains, litter, debris, and other residue.
6. **CONTRABAND**: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures.
7. **CONTRACTING OFFICER**: An employee of the Immigration and Customs Enforcement responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
8. **CONTRACTOR REPRESENTATIVE (PROJECT MANAGER)**: A person(s) designated by the Contractor to be his/her authorized representative to perform work called for by this contract. One such person shall serve as the ICE principal point of contact.
9. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**: An employee of

the Immigration and Customs Enforcement responsible for monitoring all technical aspects and assisting in administering the contract. This person is not authorized to issue changes to the contract.

10. DESIGNATED SERVICE OFFICIAL: An employee of the Immigration and Customs Enforcement designated in writing by the ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility. This person is not authorized to issue changes to the contract.

II. DETAINEE: Any person confined under the auspices and the authority primarily of the Immigration and Customs Enforcement. Many of those being detained may have substantial and varied criminal histories.

12. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between inmates and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of personal.

13. DISINFECT: Cleaning in order to destroy any harmful microorganisms by application of an approved chemical agent.

14. EMERGENCY: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident.

15. FACILITY: The physical plant and grounds in which the Contractor's services are operated.

16. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.

17. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.

18. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

19. RELAMPING: A procedure by which the Contractor periodically inspects each building included in this contract in order to systematically replace burned out and/or blinking fluorescent tubes and incandescent bulbs.

20. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexicuffs, soft (leather) cuffs, and leg weights.

21. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, such as chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers and emergency alarms.

22. SALLY PORT: An enclosure situated either in the perimeter wall or fence of the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at



a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.

23. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

24. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.

25. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy training center, at an institution of higher learning through contract service, at professional meetings or through closely supervised on-the-job training.

26. WASTE CONTAINERS: Trash receptacles, wastebaskets, trash cans, wastepaper baskets, ashtrays, or any container holding trash, paper, or refuse of any type.

27. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, and billy clubs.

## **SUBSECTION 1. ADMINISTRATION, ORGANIZATION AND MANAGEMENT**

A. The Contractor shall furnish all managerial, administrative, and other personnel to accomplish all work required as stated throughout this statement of work.

B. The Contractor shall comply with and fully cooperate in the execution of the following:

1. All applicable standards for repair and maintenance of facilities and equipment.
2. Life Safety Code, current edition, the National Fire Protection Association
3. ICE Detention Standards (as appropriate)
4. All applicable Federal, State and Local Laws
5. All trade licenses for Contractor employees, e.g. the HVAC technician.

C. The Contracting Officer, the COTR, and the Designated Service Official have the right to direct the Contractor to cease immediately any practice, which ICE deems to be detrimental to the health, welfare, and rights of the detainees or any other individuals.

D. The Contractor shall provide a Quality Assurance Plan (QAP) that addresses measurable operational performance standards for the services required under this contract. The contractor's QAP shall be capable of identifying deficiencies in all required actions and address the appropriate corrective action(s). This plan shall be submitted to the Contracting Officer for review/approval prior to the contract start date.

E. An organizational chart detailing all employees by job description, which also describes the structure of authority, responsibility and accountability within the facility. The Contractor shall update this chart as necessary and available for review upon request. The Contracting Officer prior to implementation shall review all changes to the organizational chart. ICE has determined that all supervisory and management positions are critical to the performance of the contract. A resume of qualifications for persons projected to fill these positions must be submitted to ICE for the Service's approval prior to performance of the associated duties.

F. All The Contractor employees must wear work utility uniforms while on duty, including inclement weather apparel for contract employees working outdoors, (i.e. jackets raincoats and gloves for cold weather). The Government shall have the right to approve or disapprove any uniform apparel. The design of the contractor's uniforms may not be closely similar to those worn by ICE officers. The contractor's logo shall be placed above the shirt breast pocket and also on the front of any jacket or raincoat that is worn by employees. These requirements also apply to supervisors who perform contract work.

## **SUBSECTION 2. PERSONNEL**

A. The Contractor shall provide written plans, policies and procedures governing all personnel, to include compliance with all Federal requirements and the following specific items. They shall be prepared and submitted to ICE for review and approval prior to implementation. Prior to any employee's performing duties under this contract the Contractor 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 COTR. The Contractor shall obtain written approval from the COTR, for each employee, prior to assignment of duties.

B. The Contractor shall ensure adequate supervision for all personnel at all times. In the absence of the Project Manager, a designated person shall be placed in charge and shall have supervision as his/her primary function during the times he/she is in charge.

C. Standards of employee conduct. The Contractor shall develop standards of employee conduct and specific disciplinary actions, which are consistent with the Federal Employee Responsibilities and Conduct, 5 Code of Federal Regulations (CFR) Part 735. The Contractor shall hold his/her employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. The Contractor staff shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. No employee of the contractor may deal with any detainee except in a relationship that supports the approved goals of the facility. Specifically, the Contractor's employees must never accept any personal (tangible or intangible) gift, favor or service, from any detainee or from any detainee's family or close associate no matter how trivial the gift or service may seem, for themselves or any members of their family. All The Contractor employees are required to report to the Facility Administrator any violation or attempted violation of these restrictions. In addition no contract employee shall give any gift, favors, or service to detainees, their family, or close associates.
3. No employee of the contractor shall enter into any business relationship with detainees or their families (example - selling, buying or trading personal property).
4. No employee of the contractor shall have any outside or social contact (other than Incidental contact) with any detainee, his or her family, or close associate.
5. The Contractor shall report all violations or attempted violations of the standards of conduct (referred to in this section) or any criminal activity to the COTR. Violations may result in employee dismissal by the Contractor or at the discretion of ICE removal from the site. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.
6. The Contractor shall provide all employees with a copy of the contractor's Standards of Conduct. All employees must certify in writing that they have read and understood these

rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.

D. Security Requirements (Non-Classified Contract). ICE shall have and exercise full and complete control over granting, denying, withholding or terminating unescorted Government facility access for contract employees, based upon results of a background investigation. ICE may as it deems appropriate, authorize and grant temporary waivers to commence work to employees of the Contractor. The granting of a waiver to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a waiver or a full employment suitability determination shall in no way prevent, preclude or bar the withdrawal or termination of any such access by ICE, any time during the term of the contract. No employee of the Contractor shall be allowed access to the facility without an employment waiver or suitability determination by the ICE Security Office.

1. All background investigations shall be processed through the ICE Security Office. All prospective Contractor employees (to include applicants, temporaries, part-time and replacement employees) shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the ICE Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office VIA the COTR. All new employees whether a replacement or an addition must submit the completed personnel forms no less than sixty- (60) days prior to the scheduled Entry on Duty (EOD) date. Approval of scheduled EOD dates for contract employees are subject to the approval by the ICE Security Office.
  - a. Standard Form 8SP, Questionnaire for Public Trust Positions (original and one [1] copy)
  - b. Form FD-258, fingerprint card (two).
  - c. Foreign Born Relatives Form (original and one copy).
  - d. DOJ-555, Disclosure and Authorization Pertaining to Consumer Reporting Act.
2. The Contractor (using form G-736) shall document that previous employers of all new contract employees have been interviewed to ascertain the following information:
  - a. Verification of employment history (dates, salary, job titles and duties for the most recent 2 years).
  - b. Reason for leaving employment.
  - c. Would employer rehire the applicant?
  - d. Name of person contacted.
  - e. Name of employee doing the interview on behalf of the Contractor.
  - f. Date of birth
  - g. Social Security Number
  - h. Email address
  - i. Telephone Number
  - j. Complete name of selectee

*Any additional information regarding a Contractor employee's prior employment history shall be made available to the COTR.*

3. The Contractor shall notify the ICE immediately of my individual withdrawn from the application process. Failure of The Contractor to notify the ICE of a change in status of an individual applying for employment under this contract shall result in a monetary deduction in accordance with Section F.

4. The Contractor shall appoint a senior official to act as the security liaison employee. This individual shall interface with the Contracting Officer on all security matters, to include physical, personnel, and protection of all information and data accessed by The Contractor. This shall be performed as a collateral duty by a contract supervisor. These duties shall be performed on site.

5. Prior to a waiver being granted to commence working, The Contractor must submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant shall commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The ICE reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, The Contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

6. Drug screening for probable cause may be required by ICE at any time. If The Contractor has a random sampling of employee's drug-screening program, the results of the screening shall be provided to the ICE within five business days of the drug test. Drug screening shall be ordered and accomplished at the contractor's expense.

7. If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR shall advise The Contractor that the employee shall not continue to work, or be assigned to work under the contract or any other ICE contract.

8. ICE reserves the right and prerogative to deny and/or restrict the facility and information access of any contract employee whose actions are in conflict with DHS standards of conduct, 28 CFR 45.735.1 through 45.735.26, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

9. The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to ICE Security Office. 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.

10. The COTR and the security office 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 COTR or the security office determine that the Contractor is not complying with the security requirements of this contract; The Contractor shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

11. Subject to existing laws, regulations and other provisions of this contract, The Contractor, or any Sub-Contractor(s) shall not employ illegal or undocumented aliens, to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

12. 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.

13. ICE will consider only US Citizens and Work Permit accompanied with the Legal Permanent Residents for employment on this contract.

14. Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, ICE retains the right to deem an applicant/employee as ineligible due to insufficient background information.

15. The Contractor shall provide the COTR with a monthly employee listing of current employees working on the contract.

E. The Contractor must comply with the following requirements:

1. The Contractor shall ensure each person, employed by his/her firm, has a Social Security Card approved by the Social Security Administration. He/she shall be a United States Citizen or a Legal Permanent Resident and possess a high school diploma or equivalent (GED). The Contractor employees shall not have a criminal record.

2. In addition, each The Contractor employee shall meet all the applicable trade standards or licensing for proper performance of the task for which a person is hired and utilized on his/her contract, and:

a. Have the capability of understanding and applying written and verbal orders, rules, regulations, training instructions and materials, and has the ability to compose reports.

b. Exhibit good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;

c. Have the ability to maintain poise and self-control during situations that involve mental stress such as fires, explosions, civil disturbances, and building

evacuations.

#### F. Removal from Duty.

1. If the Contracting Officer or his designee receives disqualifying information on a Contractor employee, he/she shall direct that The Contractor immediately remove the employee from performing duties under this contract or any other ICE contract. The Contractor must comply with all such directions. When any employee is removed from duty under these circumstances, The Contractor shall revoke his/her identification credentials as necessary and properly complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to:

- a. Conviction of a felony, a crime of violence, or a serious misdemeanor.
- b. Possessing a record of arrests for continuing offenses.
- c. Falsification of information entered on suitability forms.

2. ICE may direct that The Contractor 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 COTR or Contracting Officer. The Contractor shall immediately notify the COTR when the employee is removed from duty. The Contractor must 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:

- a. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or 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.
- b. Falsification of 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.
- c. Theft, vandalism, immoral conduct, or any other criminal actions.
- d. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- e. Unethical or improper use of official authority or credentials.
- f. Unauthorized use of communication equipment or Government property.
- g. Misuse of weapons.
- h. Violations of security procedures or regulations.

- i. Recurring tardiness.
- j. Possession of alcohol or illegal substances while on duty.
- k. Undue fraternization with detainees as determined by the COTR.
- l. Repeated failure to comply with visitor procedures as determined by the COTR.
- m. Performance, as determined by investigation by the COTR, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape.
- n. Failures to maintain acceptable level of proficiency or fulfill training requirements.
- o. Violation of the Conduct on Federal Property, 41 CFR 101-20.408

3. ICE reserves the right to require The Contractor to remove, suspend or reassign any employee under this contract, if it determines that he/she is no longer able to meet the physical and/or mental health requirements of this contract.

4. Employees removed under this contract cannot be employed on any other ICE contract.

5. Please see attachment of the Policies and Procedures of the Teamsters Local Union No. 769 of the state of Florida.

G. The Contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason concerning persons employed under this contract.

H. Work Practices. The Contractor is responsible for maintaining the integrity of the security program with respect to the following:

1. Identification Credentials. The Contractor is responsible for his/her employees having all required identification credentials in their possession at all times while on the protected premises. Under this contract, The Contractor credential required by ICE must contain the following for each employee:

- a. Photograph of the employee that is at least one inch square. The photograph will show as a maximum, the head and shoulders of the employee and will be no more than one-year-old at the time the credential is issued.
- b. A printed personal description consisting of the employee's name, sex, birth date, height, weight, hair color, and eye color.
- c. Date of issuance.
- d. Signature of the employee.



e. Identification of and validation by the issuing authority.

**NOTE:** Credentials issued by Federal or local Government agencies other than ICE may be used to satisfy this requirement, provided that all custody officers working under this contract are issued credentials which have been approved by the COTR before they enter on duty. No credential shall be more than three years old. If additional forms of identification are required during the contract term, it shall be the contractor's responsibility to obtain from the Government all such credentials and furnish them to his or her employees. These credentials shall also be subject to the approval of the COTR prior to being issued. The Contractor must void and immediately make the appropriate disposition of all identification credentials upon, completion of assignments, which result in his or her employees leaving duty at the protected premises.

1. Personnel Professionalism. The Contractor shall ensure that his/her employees meet the standards of competency, training, appearance, behavior, and integrity as required in this contract. The Contractor will effect disciplinary action against employees who disregard those standards.

### SUBSECTION 3 - TRAINING

A. Employees shall not perform duties under this contract until they have successfully completed all initial training and The Contractor certifies such in writing to the COTR.

B. Training Requirements for The Contractor Personnel. All employees must have the training listed below. All lesson plans must meet ACA Standards <http://www.corrections.com/acalaccredit/index.html> and in this subsection. Any remuneration (pay) due The Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of The Contractor. Failure of any The Contractor employee to successfully complete training is sufficient reason to disqualify him or her from duty. All training material must be submitted for review and approval by the Contracting Officer prior to use.

#### C. BASIC TRAINING SUBJECTS

1. Employees must complete the following list of basic training subjects. The course title is followed by the minimum hours of training for that subject. The below listed subjects and hours are not in addition to the required hours by ACA but are part of the required hours.

- |  |      |
|--|------|
| a. In-Service Orientation/Social Diversity | 2HRS |
| b. Conduct/Duties Ethics                   | 2HRS |
| c. Local (Krome) Fire and other Emergency  |      |
| Procedures (COTR to provide)               | 2HRS |
| d. Treatment of Aliens                     | 2HRS |
| e. Supervision of Detainees                | 2HRS |
| f. EEO/Sexual Harassment                   | 2HRS |
| h. Detainee Escort Techniques              | 1 HR |
| i. First Aid                               | 4HRS |
| j. CPR                                     | 4HRS |
| k. Blood-borne Pathogens                   | 2HRS |

2. Annual refresher training consisting of 10 hours of training in **the entire** subject listed above is also required.

D. All The Contractor employees must have received the required training prior to commencement of work.

E. Training Documentation – The Contractor shall submit monthly training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR.

#### SUBSECTION 4 - CUSTODIAL SERVICES

A. The Contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide custodial services in accordance with this specification. Custodial service applies to all designated spaces including but not limited to, halls, restrooms, offices, work areas, entranceways, lobbies, storage areas, detainee areas, and stairways. NOTE: The Contractor shall use and dispose of properly environmentally friendly materials in the performance of this contract in accordance with the Resource, Conservation and Recovery Act.

B. The Contractor services shall include: vacuuming stripping and re-waxing, shampooing carpets and rugs, cleaning light fixtures, high dusting/cleaning, cleaning exterior glass, and cleaning interior glass. The Contractor shall maintain an accurate inventory of all tools, materials and chemicals expended and report the inventory weekly. A Material Safety Data Sheet (MSDS) must be provided to the COTR/CO for each chemical prior to its introduction to the facility.

C. The Government will furnish or make available to the Contractor adequate material storage space for custodial operations. The use of Government furnished storage space for other purposes are prohibited. The Contractor shall be responsible and accountable for such areas accepted for use and shall take adequate precautions to prevent fire hazards, odors, and vermin. The Contractor shall provide custodial services for Government furnished areas. The Government will furnish the utility services at existing outlets, at no cost to the Contractor, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: electricity, gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the COTR/CO. The Government, at no cost to the Contractor, will provide a restricted telephone line for local calls. The Contractor shall pay for all long distance and toll charges.

D. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to ensure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal reports on the status of service calls shall be provided when requested by the COTR/CO.

E. The Contractor's initial work schedule shall indicate the hours of the day that twice weekly or more frequent services will be performed and the day of the week that weekly or less frequent services will be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. When scheduled services performed twice weekly or less frequently falls on a holiday, alternate dates shall be specified.

F. The initial work schedule shall be submitted to the COTR/CO for approval within 15 days after award. Once approved, all work shall be performed in strict compliance with the work schedule to facilitate the Government's inspection of the work. Changes to the work schedule shall be submitted for the COTR approval at least three working days prior to performance. In preparing the work schedule, The Contractor shall comply with the following general requirement:

G. The Government's regular (normal) working hours are from 7:00 AM to 3:30 PM. Mondays

through Fridays, except Federal Holidays and other days specifically designated by the COTR/CO. If The Contractor desires to carry on work after regular working hours, or on Saturdays, Sundays, or holiday's prior approval shall be obtained from the COTR.

Public Health Services – 7:00 am – 12:00am (7 days a week including holidays)

Janitorial – 3:00 pm – 1:00 am (Regular) (5 days a week)

Janitorial (Day Porter) – 7:00 am – 3:30 pm (5 days a week)

For regular janitorial services, there will be daytime day porters and nighttime janitorial services.

H. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In cases where some interference may be essentially unavoidable, The Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

1. During execution of the work, The Contractor shall take special care to protect Government property including furniture, walls, baseboards and other surfaces. Accidental splashes shall be removed immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

J. The contractor's services will be divided into three groups: basic services, service calls, and project work requirements.

1. Basic Service. Basic Service consists of work to be performed at frequencies shown in Attached Table 2, and shall consist of the services listed for the specified spaces. Furniture or other equipment (including waste containers) moved while performing basic services shall be returned to their original position. Performance requirements for these services include the following:

a. Space cleaning shall consist of the following services each time.

(1) Concrete/quarry tile, terrazzo, wood, and resilient flooring shall be swept/dust mopped to remove all loose dirt, dust, and debris.

(2) Carpeted areas shall be vacuumed free of all loose soil and debris.

(3) All interior waste containers shall be emptied and plastic liners replaced. Any plastic liner with food wastes or that is soiled and/or leaking shall be replaced with a new plastic liner. Interior waste containers shall be washed semi-monthly inside and outside utilizing a disinfectant and shall be free of odors. After washing, containers shall be wiped dry and new plastic liners installed. All ashtrays and ash receptacles shall be emptied and cleaned free of tobacco residue. Waste that is removed from the waste containers shall be disposed of in the nearest outside trash collection point. Waste that falls on the floor and outside grounds during removal shall be picked up and disposed of. Exterior trash cans will be emptied and washed

on a daily basis.

(4) All furniture, partitions, radiators, equipment, and hand railings in stairways, grills, horizontal ledges, and sills shall be dusted. Walls, doors, and partitions shall be wiped clean (including glass in partitions and doors) to a height of 8'-0" above the floor level. If present, chalkboards, chalk trays, and erasers shall be cleaned. Corridors, lobbies, and entrance walls and doors shall be cleaned. Miscellaneous hardware and bright metal work shall be wiped clean. Drinking fountains shall be cleaned and disinfected. All surfaces of drinking fountains shall be free of stains, smudges, and scale. All stairwells will need to be swept, mopped, dusted and maintained to remove spills, trash or any other debris located in the stairwells.

(5) Each time floors are swept/dust mopped and/or vacuumed walk-off mats that may be in that area shall be cleaned. Soil and moisture underneath mats shall be removed and the floor shall be cleaned along with the rest of the floor. The mats shall be returned to their original locations afterwards. The Contractor shall report all walk-off mats that are worn out to the point of being ineffective.

b. Floor care shall be performed as shown on the Table 2, and shall consist of the following services.

(1) Prior to damp mopping, floors shall be swept/dust mopped. Floors shall be damp mopped with an approved cleaning solution to remove dirt, streaks, smears, and stains.

(2) Prior to spray cleaning and buffing, floors shall be damp mopped as specified above. Floors shall be spray cleaned and buffed to remove traffic marks, heavy soil, etc. The material used for spray cleaning and buffing shall contain a blend of detergents and polymers to emulsify surface soil and repair traffic areas. If buffing produces loose residue, it shall be removed in a manner that will leave the floor clean without destroying the high gloss produced by buffing. When completed, a spray cleaned and buffed floor shall have a uniform, high-gloss finish, free of scuff and heel marks. The floor finish shall be uniform from wall to wall, including comers.

(3) In the event that spray cleaning and buffing is not sufficient to maintain a uniform high gloss finish, floors shall be completely waxed and buffed. The Contractor shall use a liquid wax system containing not less than 18% solids. The floors shall be damp mopped as specified above immediately prior to application of wax. Floors shall be buffed, if required, to a uniform gloss finish free from dirt, traffic marks, and stains.

c. Restroom fixtures, including water closets, urinals, lavatories, and sinks shall be washed inside and outside utilizing a disinfectant, and shall be free of stains and odors. Pumice sticks and an approved toilet bowl cleaner shall be used to remove stains from urinals and water closets. Brushes, sponges, and cloths that have been

used to clean any other part of the restroom (including water closets, urinals; walls, floors, and partitions) shall not be used to clean lavatories or sinks. Floors shall be swept/dust mopped free of dirt and mopped with a disinfectant. Floor drains shall be cleaned and flushed with a disinfectant. Wainscoting, partitions, walls, and doors shall be cleaned free of dirt, stains, and graffiti. Mirrors shall be cleaned and polished. All metal fixtures and hardware shall be cleaned. Waste containers shall be emptied, disinfected, and plastic liners replaced. If present, shower stall rooms and locker/dressing rooms shall be considered part of the restrooms, and cleaned accordingly.

d. Servicing restrooms shall include inspecting, replenishing, and cleaning supply dispensers. Restroom supplies shall include, but are not limited to, paper towels, toilet tissue, and soap. The Contractor shall stock restrooms with sufficient supplies to ensure that the supplies will last until the next scheduled service. If dispensers become empty before the next scheduled, servicing The Contractor shall replenish them as necessary.

e. Services shall be provided for all light fixtures in the buildings/spaces covered by the contract and exterior lights attached to the building. The work shall include inspecting each building/space and replacing all burned out and blinking fluorescent tubes and incandescent bulbs. The fluorescent tubes and incandescent light bulbs replaced shall be of the same type wattage, and voltage as those removed. The Contractor personnel handling and replacing fluorescent tubes shall be qualified in accordance with local regulations.

f. Paper, bottles, cans, and all other trash and refuse shall be removed from all grounds, sidewalks, and interior courts. All removed items shall be deposited in the nearest waste container. The Contractor shall police around the waste disposal dumpster daily and immediately after the dumpster has been emptied.

2. **Unscheduled Call Work.** Consists of work for the buildings/spaces shown on the attached map that is both unscheduled labor and brief in scope. The Government will receive call requests from building monitors and notify The Contractor of the work required. The Contractor shall provide adequate procedures for receiving and responding to unscheduled calls during regular working hours. After normal work hours the custodian assigned to PHS may be called upon to provide for unscheduled maintenance.

a. **Unscheduled Cleaning** - The Contractor shall respond to all requests for cleaning within one hour during regular working hours. Once begun, the cleaning effort shall continue until completed. Calls for cleaning shall consist of providing miscellaneous minor cleaning tasks beyond the scope of basic services. The Contractor should expect two (2) such calls per day, and one (1) to two (2) calls per month from midnight to 7 am. Typical service call tasks include, but are not limited to, clean up of overflowed restroom fixtures, cleaning up of human waste and blood, cleaning muddy or wet entrances and clean up of broken glass.

3. **Project Work.** Consists of large tasks requiring pre-planning, special equipment and special precautions. Included in the project work classification is stripping and re-waxing, shampooing carpets and rugs, cleaning light fixtures, high dusting/cleaning, cleaning exterior glass, and cleaning interior glass. The contractor shall perform the following:

a. **Stripping and Re-waxing Floors** - Resilient flooring shall be swept/dust mopped and

stripped to remove all built up wax and imbedded dirt prior to re-waxing. After application of wax, areas shall be buffed (if required) sufficiently for maximum gloss and uniform sheen from wall to wall, including corners. The re-waxed floor shall present a clean appearance free from scuffmarks or dirt smears. Furniture or other equipment moved during floor stripping and re-waxing shall be returned to their original positions.

b. Shampooing Carpets and Rugs - Prior to shampooing, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be shampooed free of streaks, stains, and spots, and shall have a bright uniform color. Shampooing shall be done by the water extraction method. After drying, furniture or other equipment moved for the shampooing shall be returned to their original positions.

c. Cleaning Light Fixtures - Globes, reflectors, covers, diffusers, and plastic side panels shall be removed and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.

d. High Dusting/Cleaning - High cleaning includes cleaning horizontal and vertical surfaces above 8' - 0" from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

e. Cleaning Exterior Glass - The Contractor shall thoroughly clean all exterior glass surfaces, window frames, sills, and sashes. All glass surfaces shall be cleaned and left free of streaks and stains, and shall be wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass, and shall be counted as three separate surfaces for reimbursement purposes.

k. Cleaning Interior Glass - The Contractor shall thoroughly clean all interior glass window frames, sills, and sashes. All glass surfaces shall be cleaned and left free of streaks and stains, and all adjacent surfaces wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed.

g. Security Glazing (Polycarbon/Lexan) - The Contractor shall perform cleaning of the security glazing (Polycarbon/Lexan) in accordance with the manufacturer recommendations.

h. Cleaning Venetian Blinds - Venetian blinds shall be removed and cleaned free of all dust and embedded dirt and re-hung in working order. Wooden Venetian blinds will need to be dusted frequently.

i. The Contractor will be responsible for providing the following materials and equipment. All materials and equipment shall be of the type and quality used in large-scale commercial cleaning operations, the materials and equipment shall meet the requirements specified herein, and shall be approved by the COTR/CO before use.

l. All toilet supplies and custodial materials and supplies provided by The Contractor shall conform to the requirements of the latest edition of the applicable federal specifications. Those not covered by federal specifications shall be of commercial grade and quality. Within 15 days after award of this contract, The Contractor shall submit a list of the materials to be used for approval by the

COTR. The list shall include the manufacturers' name, brand name, and statement certifying that materials supplied meets or exceeds contract requirements.

2. Toilet supplies to be furnished by The Contractor shall conform to the requirements specified below:

a. Soaps for restrooms shall conform to the following requirements.

(1) Powdered soap for dispenser use shall be mildly scented, free flowing, noncaking powder conforming to the Calgon brand name as specified, or an approved equal.

(2) Liquid soap for dispenser use shall be mildly scented; approximately 15% concentrate, conforming to the Calgon brand name as specified, or an approved equal.

(3) Toilet soap in cake form for hand use shall be white and mildly scented conforming to one of the Ivory brand name as specified, or an approved equal.

b. Paper towels and toilet paper shall conform to the following requirements:

(1) Paper towels delivered in unopened cartons shall fit the existing paper towel dispensers and shall conform to one of the Scott manufacturers brand name as specified, or an approved equal.

**NOTE:** The Government shall furnish adapters, as required, to fit existing paper towel dispensers at no additional cost to the Government. Approximate size of roll paper towel shall be 4 1/2" diameter and 11" wide, commercial grade, highly absorbent, wet strength type. Factory reject type paper shall not be used in this contract.

(2) Toilet tissue shall be medium-soft, single ply, conforming to one of Scott manufacturer's brand name as specified, or an approved equal.

**NOTE:** The approximate size of rolls shall be 4 1/2" wide, commercial grade. Factory reject type paper shall not be used in this contract. Paper shall be delivered in unopened cartons.

c. Liquid Deodorizer - Liquid deodorizer shall be standard commercial type as approved by the COTR.

d. Deodorants - Cake deodorants shall conform to one of the Franklin manufacturer's brand name as specified, or an approved equal, and shall fit existing dispensers.

e. Germicidal Disinfectant - Disinfectant shall conform to one of the Vestal manufacturer's brand name as specified, or an approved equal.

f. Waste Container Liners - Liners shall conform to one of the Rubbermaid manufacturers' brand name as specified or an approved equal and be of proper size to fit the containers.

l. Floor Wax - Floor wax shall be an acrylic slip resistant wax conforming to one of the



Johnson manufacturers' brand name as specified, or an approved equal.

h. Equipment - All electric power driven equipment for vacuuming, floor scrubbing, waxing, and polishing shall be of the industrial type, mechanically sound, safe to operate, and in a condition that will not harm or excessively wear existing finishes and floor coverings. Storage and use of the approved equipment shall be acceptable to the Fire Marshall. The Contractor shall inspect and ensure that all equipment meets OSHA and all other applicable functional and safety requirements at least once a month.

**TABLE 1**

**LISTING OF FACILITIES REQUIRING SERVICES**

The following facilities are to receive custodial services:

Total Facility

SF of flooring Approximately: 113,508

Building Location	Space Description	Floor Type Codes	Sq. Ft	No. Of Rooms	No. Of Restroom Fixtures	No. Of Walk-Off Mats	Congestion ***
Building 1	Office	K, OC, RT	89,500	205	94	4	H
10 B & C	Office	K, QC	18,769	62	40	0	H
Gate 1	Office	QC	360	2	2	2	H
Gate 2	Office	QC	360	5	4	2	H
Building 2	Office	K, QC, RT	2718	9	7	2	H
Range	Office	RT	1461	4	2	2	M
Building 12	Office	K, QC	340	8	2	0	H
Total Sq. Ft			113,508				

**LEGEND**

**\*Flooring Type Codes:**

- RT - resilient tile or terrazzo floor
- K - carpet
- RF - raised floor
- QC - quarry tile or ceramic tile
- HPL - high-pressure plastic laminate
- C - concrete, sealed or unsealed
- W - wood floor, sealed or unsealed
- 0- other floor types (interlocking rubber tiles, Masonite, steel, etc.)

\*\*Restroom fixtures are defined as installed items attached to the building's plumbing system including drinking fountains.

\*\*\*Congestion refers to the traffic and population density of the space. All areas are considered high congestion areas.

**TABLE 2**

**SCHEDULES OF SERVICES**

Frequency Cleaning Schedule										
Duty Description	D	2D	3W	2W	W	M	Q	S/A	ASD	Remarks
Vacuum carpet	X									
Sweep floors		X								
Shampoo carpets						X				
Spot removal on carpets*										As Noticed
Mop/spray/buff floors	X									
Strip wax and apply wax						X				
Clean mats		X								
Low dusting	X									
High dusting						X				
Clean glass surfaces	X									
Clean wood paneling	X									
Clean drinking fountains		X								
Spot clean walls/doors	X									
Patient discharge cleaning	X									
Interior glass	X									
Clean restrooms	X									
Descalc restroom/showers					X					
Legend										
D - Daily	3 W - 3 Times Weekly	2 W - 2 Times Weekly						W - Weekly		
M - Monthly	Q -	S/A - Semi-						A -		

#### SUBSECTION 5 - PHS CUSTODIAL

A. The Contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide custodial services in accordance with this specification to all designated spaces including but not limited to, halls, restrooms, offices, work areas, entrance ways, lobbies, and storage areas at the Public Health Service (PHS) at the ICE Krome Service Processing Center (SPC), Miami, Florida Building 1. Core work hours are from 8:00 AM to 12:00 AM Midnight seven days a week 365 days a year, including Federal Holidays and other days specifically designated by the CO/COTR. The Contractor shall provide coverage for all the referenced hours of operation.

B. The Contractor shall accomplish all cleaning tasks to meet the completeness and frequency requirements set forth in the attached Schedule of Services provided.

**NOTE:** For tasks to be performed more frequently than once a day, the second cleaning shall be performed not earlier than six hours after the first cleaning, and not later than twelve hours after the first cleaning.

C. The Contractor shall ensure the employees are trained in appropriate Occupational Safety and Health Administration (OSHA) standards regarding occupational exposure to pathogens and that The Contractor employees have personal protective equipment (PPE) for their use when appropriate. The Contractor employees shall be aware of universal precautions when performing in the medical environment described in this Performance Work Statement.

D. The Health Services Administrator shall be notified of cleaning staff with infectious diseases.

E. The Contractor shall provide the following cleaning services, indicated on the Schedule of Services to include:

1. Patient Discharge Cleaning. Cleaning staff shall ensure detainee rooms are cleaned within two hours of discharge (medical staff to remove biohazards). Cleaning shall include cleaning then disinfecting of mattress surfaces, Wipe down walls, dispose of trash. Cleaning Staff will be notified of short stay unit discharges of patients with infectious diseases so that they can don proper contact isolation attire (goggles, gowns; gloves, shoe protection). For airborne isolation rooms, the rooms should be allowed to air out for at least two hours prior to cleaning. The Contractor shall clean patient cubical areas when a patient's stay has ended, to include changing the linens and making up the bed for the next patient. This includes sterilizing and sanitizing the bed itself, ensuring it is clean. The bed will be sanitized, neatly made, changed linen exchanged for clean linen and nightstand/local area around the bed shall be rendered clean.

2. Sweep Floors. The Contractor shall sweep the entire tile or cement floor surface or similar surfaces, including comers and abutments, so that after sweeping the floors are free of spills, trash, visible litter, dust, and debris. No dirt shall be left in comers, under

furniture or behind doors. The Contractor shall move chairs, trash receptacles, and easily movable items to sweep underneath and return them to their original positions. Dry sweeping is prohibited in kitchen and short stay areas.

3. Spray Cleaning and Buffing. Prior to spray cleaning and buffing, floors shall be damp mopped. Floors shall be spray cleaned and buffed to remove traffic marks, heavy soil, etc. The material used for spray cleaning and buffing shall contain a blend of detergents and polymers to emulsify surface soil and repair traffic areas. If buffing produces loose residue, it shall be removed in a manner that will leave the floor clean without destroying the high gloss produced by buffing. When completed, a spray cleaned and buffed floor shall have a uniform, high-gloss finish, free of scuff and heel marks. The floor finish shall be uniform from wall to wall, including corners.

4. Waxing and Buffing. In the event that spray cleaning and buffing is not sufficient to maintain a uniform high gloss finish, floors shall be completely waxed and buffed. The Contractor shall use a liquid wax system containing not less than 18% solids. The floors shall be damp mopped as specified above immediately prior to application of wax. Floors shall be buffed, if required, to a uniform gloss finish free from dirt, traffic marks, and stains.

5. Clean Walk-Off Mats. The Contractor shall vacuum all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose-down outside rubber or polyester entrance mats to remove soil and grit. The Contractor shall remove soil and moisture underneath entrance mats and mats returned to their appropriate location.

6. Remove Trash. The Contractor shall empty and return to their initial or proper location all wastebaskets, cigarette butt receptacles (if provided) (e.g., ashtrays, butt cans, etc.), and other trash containers within the area. Boxes, cans, and papers placed near a trash receptacle and The Contractor shall remove marked "TRASH". Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. The Contractor shall remove ashes and debris from community cigarette butt receptacles and place in a nonflammable container. The Contractor shall dispose of trash in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall in or around the facility or grounds during the removal of collected trash. All solid waste collected as a requirement of this contract shall be placed in dumpster containers on the site including all bio-hazardous trash which is located in red bags and in clearly marked bio-hazardous trash containers. Removal from site not required.

7. Perform Low Dusting. The Contractor shall thoroughly dust all surfaces of furniture and cleared desk tops so that after dusting, all dust, lint, litter and dry soil shall be removed from surfaces of cleared desks, chairs, file cabinets, and other types of office furniture and equipment, and from ledges, window sills, hand rails, etc., to a line 7'0" above the floor level. NOTE: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas. The Contractor shall not dust typewriters, computers and other computer equipment, business machines and equipment of similar nature. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Disinfect all horizontal surfaces in all patient care areas using approved genocidal cleaners to include all phone receivers and doorknobs.

8. Clean Glass. The Contractor shall damp wipe mirrors and both sides of all glass in doors, display cases and adjacent trim partitions and bookcases and any other glass within approximately .70 inches of the floor so that after cleaning the glass, there shall be no traces of film, dirt, smudges, water, and cloudiness.
9. Clean Wood Paneling. Wipe down and treat surfaces of wood paneling. Paneling shall be free of dirt, dust, streaks, and spots.
10. Clean Drinking Fountains. The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation. The drinking fountains shall be disinfected after cleaning.
11. Perform Spot Cleaning. The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, baseboards, doors, floors and fixtures. The Contractor shall use germicidal, diluted detergent in restrooms, locker rooms, break areas, and drinking fountains. The Contractor shall polish brass hardware, aluminum bars, and other metal on doors and cigarette urns with a polishing compound. After spot cleaning by The Contractor, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removed soil.
12. Sweep and Damp Mop Restroom Locker Room/Shower Floors. The Contractor shall sweep the floor so it is free of visible litter, dust, and foreign debris, and then damp mop accessible areas. After mopping and/or hosing, floors shall have a uniform appearance and be free of streaks, debris, or standing water. All mops should be disinfected after cleaning and hung head down to dry.
13. Disinfect Restrooms Locker Rooms/Showers. The Contractor shall disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a genocidal, diluted detergent.
14. Descaling Restrooms/Locker Rooms/Showers. The Contractor shall descale toilet bowls and urinals, so that after descaling, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
15. Supply Restrooms Locker Rooms. The Contractor shall resupply restrooms/locker rooms with toilet paper, paper towels, and mild hand soap, so that after re-supply, the rooms are stocked to ensure that supplies do not run out.
16. High Dusting. The contractor shall perform high dusting, so that after dusting, all dust, lint, cobwebs, litter, and dry soil shall be removed from all surfaces 7' 0" or more above the floor surface to include Venetian blinds, and ceiling fans, if installed.
17. Window Surfaces. The contractor shall clean interior window surfaces, so that after windows have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.
18. Light Fixtures. The contractor shall clean light fixtures, so that after cleaning, light fixtures shall be free of bugs, dirt, dust, grease, or other foreign matter. The contractor shall only be responsible for the exterior of the lights.



19. Wash Venetian Blinds. Wash all Venetian blinds in building. Clean cords. Defective cords shall be reported to the COTR who will make arrangements for replacements. Both sides of Venetian blind slats shall be clean and free of dust and water spots. Cords shall be free of dust, dirt, stains, and shall not be sticky to the touch.

20. Dust Venetian Blinds. Dust or vacuum all Venetian blinds according to the frequency intervals described in Schedule of Services. Both sides of Venetian blind slats shall be dusted with a dry cloth so that after dusting, no dust or lint remains.

21. Replace Air Conditioning Filters. On an as needed basis, the contractor will replace the air intake filters inside the building (if installed). The Government will provide filters.

22. Clean Air Conditioning Vents. Contractor will clean air conditioning vents so that they are free of any lint or dust.

23. Clean Refrigerators. The contractor shall clean all Government-owned refrigerators so that there are no drips or spills or other food or debris on the walls, shelves or floor of the refrigerator. The top of the refrigerator shall be cleaned with a damp cloth so that no dust, dirt or debris remains. The insulating seals on the refrigerator shall be cleaned with a damp cloth so that no spills, dirt, dust or other debris remain and the seal is clean all the way around the door. The air vents on the bottom or back of the refrigerator shall be cleaned with a vacuum cleaner so that no dust, dirt or debris remains and the air are able to circulate freely.

24. Clean Ice Machine. (For patient use) All Government-owned refrigerators shall be cleaned so that there are no drips or spills or other food or debris on the walls, shelves or floor of the refrigerators. The top of each refrigerator shall be cleaned with a damp cloth so that no dust, dirt or debris remains. The insulating seals on each refrigerator shall be cleaned with a damp cloth so that no drips or spills or other debris remain and the seal are clean all the way around the door. The air vents on the bottom or back of the refrigerator shall be cleaned with a vacuum cleaner so that no dust, dirt or debris remains and the air are able to circulate freely.

25. Vacuum Carpet. The contractor shall vacuum all carpeted floor areas so that after vacuuming, the carpet is clean, free of all visible litter, dust, and soil. The Contractor shall remove all spots. All tears, burns, and raveling shall be brought to the attention of the COTR.

26. Special Cleaning. Periodically, The contractor shall be called upon to perform special cleaning duties which shall include, but are not limited to, Clean up of overflowed restroom fixtures, Clean up of messes made by detainees, Cleaning muddy or wet entrances, Clean up of broken glass, Clean up often-bio-hazardous spills (medical personnel will remove bio-hazardous spills) and disinfect after a bio-hazardous spill is cleaned up or equipment used by employees to protect against direct exposure to blood or other potentially infectious materials.

F. PPE is specialized clothing PPE must not allow blood or other potentially infectious materials to pass through to workers' clothing, skin, or mucous membranes. Such equipment includes, but is not limited to, gloves, gowns, laboratory coats, face shields or masks, and eye protection. The appropriate PPE is expected to be use whenever occupational exposure may occur.

G. The single most important measure to control transmission of HBV and HIV is to treat all human blood and other potentially infectious materials (OPIM) as if they were infectious for HBV and HIV. OPIM include human body fluids such as saliva in dental procedures, semen, vaginal secretions; cerebro-spinal, synovial, pleural, pericardial, peritoneal, and amniotic fluids; body fluids visibly contaminated with blood; unfixed human tissues or organs; HIY -containing cell or tissue cultures; and HIY or HBV -containing culture mediums or other solutions.

**TABLE 3**

**SCHEDULE OF SERVICES**

Frequency Cleaning Schedule										
Duty Description	D	2D	3W	2W	W	M	Q	S/A	ASD	Remarks
Vacuum carpet	X									
Sweep floors		X								
Shampoo carpets						X				
Spot removal on carpets*										As Noticed
Mop/spray/buff floors	X									
Strip wax and apply wax						X				
Clean mats		X								
Low dusting	X									
High dusting						X				
Clean glass surfaces	X									
Clean wood paneling	X									
Clean drinking fountains		X								
Spot clean walls/doors	X									
Patient discharge cleaning	X									
Interior glass	X									
Clean restrooms	X									
Descal restroom/showers					X					

**Legend**

D - Daily	3 W - 3 Times Weekly	2 W - 2 Times Weekly	W - Weekly
M - Monthly	Q - Quarterly	S/A - Semi-Annually	A - Annually

**SUBSECTION 6 - FACILITY PREVENTATIVE MAINTENCE AND REPAIR**

A. The contractor shall provide personnel, management and supervision, to complete assigned preventative maintenance/routine maintenance. The contractor shall also provide all maintenance and repair to HVAC equipment no longer on warranty to include building #1. A minimum of one fully trained HVAC technician is required on site 8 hours per day/40 hours per week for maintenance and repair of the HVAC systems and the contractor must maintain the capability of responding to HVAC service calls within 2 hours of notification the remaining 16 hours per day. The contractor will provide 24 hour a day support for the chillers and HVAC systems, with a mixture of on duty and on call support. The contractor, upon award of this contract shall conduct and analysis of all the HVAC equipment on site and provide a list to the Krome SPC Director of Operations and COTR the equipment and materials that will be need for bench stocking. The Government will purchase and maintain these items.

B. In addition the contractor may be required to provide additional manpower in different maintenance trades for extended periods. The Contracting Officer will define these services and an equitable adjustment negotiated when requested by the contractor and at least a 60-day notice will be provided.

C. The contractor shall operate and generate the monthly preventative maintenance inspection requirements. The contractor shall implement all necessary control procedures to track work in progress as well as ensuring timely completion of assigned work requirements. The contractor shall conduct an inventory of all equipment on site and provide the COR and Director of Operations a report via hard copy and electronically by close by February 28, 2008. In addition, if new equipment is added or replaced it shall be captured in this report. The contractor shall plan and schedule work to assure adequate labor is available to complete work requirements within the specified time limits and in conformance with the quality standards.

The contractor shall be able to provide the status of on going work within one hour upon the request of the COTR.

D. The contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of ICE business and mission. In cases where some interference may be unavoidable, the contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime or interrupted service. Occasionally services may cause disruption to the normal Krome SPC operation, and as determined by the DHS, these services shall be performed after normal hours or other times as directed by the COTR/CO. This may occur one or two times a month.

E. Equipment Under Manufacturer's or Installer's Warranty - Equipment, components, and parts shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the COTR/CO. All defects in material or workmanship, defective parts, or improper installation and adjustments found by the contractor shall be reported to the COTR/CO so that necessary action may be taken.

F. At times, other Contractors may be engaged in similar and supporting work, requiring close

cooperation. The contractor for this contract shall cooperate with all other Contractors and avoid conflicts with others performance and work schedules. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the COTR/CO.

G. The Government shall furnish all tools, equipment, materials, utilities, and spare parts necessary for completion of assignment work at no cost to the contractor. ICE at no cost will provide telephone lines to the contractor for use by Contractor's personnel to place local telephone calls only in the performance of the contract. The use of telephone services for any other purpose is prohibited.

H. The contractor may be required to assist in the repair of the principal electric and mechanical systems/equipment for the facilities. This notification will come from the COTR.

1. The Time and Management portion of the contract will be awarded for unscheduled work or urgently needed services which are beyond or not included in the scope of the Firm Fixed-Price work. Individual change orders will be issued using the fixed, composite rates identified in the contractor's attached cost proposal (i.e. composite / fully burdened labor rates and material / subcontracts with markup for G&A (10%) and profit (8%)). Hours and labor categories for these change orders shall be defined by a modification to the contract.

2. The actual amount of work to be performed, an estimate of the professional/technical effort required, and the time of such performance shall be authorized by change orders issued by the CO. Verbal orders may be necessary for emergency services, however, they shall be issued in writing by the CO within three business days of the instructions. The labor categories and fixed hourly rates per labor category shall be used for establishing a firm fixed-price for the change orders. Each change order shall be negotiated individually by determining the labor categories and number of hours required and by multiplying the hourly rates by the number of hours. The contractor shall also be reimbursed for any subcontractor, material or equipment used in conjunction with the Time and Material work without mark-up or fee.

3. Work Outside Normal Duty Hours (Excluding HVAC Repairs) if directed by the COTR/CO or his representative or in emergency circumstances, specific work may be performed during outside regular working hours. In such cases, overtime labor hour unit prices (overtime hourly rate) will be used for ordering the work. The overtime hourly rate shall be as specified in the unit prices section of Section B, Cost/Prices. No additional rate shall be charged when the contractor desires to carry on work outside regular working hours because of any contractor's reasons, or for work required as part of the fixed price part of the agreement.

I. The contractor shall take all reasonable measures to prevent fire/life/safety hazards and damage to the ICE properties while in performance of this contract. In the event of a Fire or an Emergency, The contractor shall perform necessary emergency operation as called for in the approved Standards Operating Procedures (SOPs). The contractor shall develop and submit the SOPs for approval of COTR/CO within 15 calendar days after notice of award. Fire fighting is not the Contractor's responsibility.

J. The contractor shall be responsible for all routine and preventive maintenance work. Work orders for routine maintenance shall be provide by the Government as necessary.

1. The contractor shall complete routine maintenance in a timely manner and shall submit completed work orders within 24 hours of completing an assigned task.

2. The contractor shall submit a proposed Preventative Maintenance Schedule and present to the COTR 15 days prior to the end of the month requiring the inspections or preventative maintenance for approval. This schedule should be developed so as to cause the least amount of interruptions as possible. This schedule shall set forth dates, times, frequency of work, description of the work, list of personnel and any other information required. All work scheduled by the contractor shall be approved by the COTR/CO. In no event shall the contractor change approved work schedules without the prior approval of the COTR/CO.

Within 24 hours after completing the periodic inspection/preventative maintenance, the contractor shall submit reports on the inspection/maintenance findings and update the CAFS System as necessary. Should unusual conditions be found, the contractor should immediately report the condition, its causes and corrective action plan to the COTR/CO.

K. The contractor's office will normally receive HVAC service requests during regular working hours. In general, all service requests are made in writing on an *Unscheduled Work Order* or a *Service Call Work Authorization Form*. If the service requirement is of an emergency nature or of an ASAP, a verbal request will be accepted and the contractor will furnish necessary services, however the verbal request will be followed by a written request within three working days after the verbal request.

L. The contractor shall render a monthly maintenance report, summing up observations resulting from the inspections, closed out PM work orders, difficulties or irregularities encountered, measures taken, improved conditions, repairs or services needed (those beyond the contractor's responsibilities), special work done, recommendations, and other matters related to operation and maintenance of the buildings and facilities covered by this contract. The report shall be submitted to the COTR/CO within three business days following the end of month and before submitting a monthly invoice. The report shall also include: a) analysis of cooling water, hot/chilled water, high temperature water temperature and recommendations for water treatment to the COTR.

## SUBSECTION 7 - LANDSCAPING MAINTENANCE

A. The contractor shall provide a maintenance program for grounds, land areas and appurtenances for all real property at the ICE facility. Grounds and landscaping maintenance includes but is not limited to: grading; mulching; planting of grasses, trees, shrubs and other landscapes plantings; fertilizing, irrigating, and mowing of lawns and other grassed areas, and performing erosion control, ~~dust poisonous plant and weed control~~. The Contractor shall incorporate all maintenance programs for grounds and real property to all new and existing structures.

B. Standards - The contractor grounds maintenance shall be performed IAW Appropriate technical regulations, Florida State standards, American Standard for Nursery Stock, and National Arborist Association standards for Pruning and Maintaining Shade Trees.

C. Mowing - The contractor shall cut all grass to include all easements and on the exterior of any perimeter fencing out to the public roadway entrance, and provide a clean, even cut and prevent scalping, uneven mowing and rutting. Trimming and edging of grass shall be accomplished at least weekly during the year round growing season along buildings, curbs, sidewalks, walks, driveways, around trees, shrubs, water outlets, signs, valve boxes and roadways of the respective area. The contractor shall remove grass from cracks and expansion joints in sidewalks, curbs and gutters adjacent to lawn areas during each mowing cycle. The contractor shall perform the following specific mowing tasks. This is not an inclusive listing.

1. Hazards - Inspect all areas for hazards and mark or remove them prior to mowing. Remove trash including, but not limited to, bottles, paper, cartons, wire, cans, etc. prior to mowing. The lawn areas must be dry prior to mowing and the contractor shall remove trash including, but not limited to, bottles, paper, cartons, wire, cans, etc. prior to mowing. Lawn areas must be dry for mowing.

2. Cutting Levels - The contractor shall perform grounds keeping for improved lawns, improved fields, and unimproved fields so as to provide a clean, even cut and prevent scalping, uneven mowing and rutting. These areas shall be cut to the following levels:

a. Improved Lawns: Shall be cut at a frequency of once per week during growing season (assumed to be 12 months) to maintain grass at minimum of 2" and a maximum of 4 inches high.

b. Unimproved Areas: All grass shall be cut so as to maintain an average height of not more than eight inches unless cutting is delayed by excessive rain. This work shall include removing vegetation (e.g. shrubs, reeds, weeds, tress, etc.) and debris (e.g. stones, sticks, wire, glass, scrap metal, scrap lumber, etc.).

3. Clean Up - Remove all cutting, grass, weeds and leaves the same working day from sidewalks, curbs, gutters and streets. Sweep clean all sidewalks gutter and streets at the completion of each mowing. Clean leaves, paper and other debris from around shrubs and flowers.

D. Flower Beds - The contractor shall plant and maintain the government provided healthy condition perriennial or annual flowers sets in beds as directed by the COTR/CO.

#### E. Shrubbery and Tree Maintenance

1. Planting - Shrubbery planting, trimming, shaping and tree planting, pruning shall be performed under the supervision of knowledgeable contractor personnel. Tree pruning and trimming shall be performed in accordance with the National Arborist Association Standards.

2. Pruning - Shrubs shall be pruned to maintain their natural growth characteristics.

Trees and shrubs, which interfere with vehicle or pedestrian traffic; buildings and power lines, shall be pruned. Dead, diseased and broken branches or dangerously low limbs shall also be trimmed and/or removed. Fallen limbs, branches and debris shall also be removed. Tools shall be sterilized after cutting any dead and diseased branches. All cuts shall be made flush, leaving no stub. The contractor shall prune shrubbery, which is rubbing, touching, or scraping against the roof or side of buildings/fences. When pruning trees, the contractor personnel shall not use climbing spurs on trees. Personnel shall wear soft sole shoes while climbing trees.

F. Safety - The contractor shall implement safety procedures to protect the employees, bystanders, and surrounding property from injury or damage during tree removal. The contractor personnel shall take necessary and proper precautions to insure safety in work areas while working on trees. No ladders or ropes shall be left unattended. Signs indicating overhead work shall be posted.

## **SUBSECTION 8 - DETAINEE ACCOUNTING**

A. The contractor will be responsible for managing all detainee accounts by utilizing generally accepted accounting principles. The ICE will be responsible for receiving the cash and valuables from the detainee upon arrival. The ICE will place cash valuables and appropriate receipt in a safe located in the processing area. The contractor is responsible for setting up the individual detainee account and making the required deposits/withdrawals with an approved banking institution. ICE will open the actual account and the contractor will be authorized to make deposits/withdrawals. The account will be non-interest bearing.

B. The contractor is to operate the management of detainee accounts program using experienced and professionally trained personnel and in a cost-effective manner with full reporting to ICE. The detainee funds must be deposited on a daily basis and all accounts updated as required by transactions. The contractor shall have a written detainee accounts management, objective, policies and procedures. The contractor shall also provide an evaluation of compliance and independent audit to the Government annually. Account management program will maintain standards established by ICE, as well as ACA and State Standards.

C. The contractor shall describe the ordering, financial and control procedures to be used. The contractor assumes full responsibility for and shall indemnify the Government against any and all property including currency, checks, and securities in the contractor's care for services performed under this agreement, resulting in whole or in part from the negligent acts or omissions of the contractor, or any employee, agent or representative of the contractor or sub-contractor.

D. All proposals must clearly define:

- 1) Procedures for management of detainee accounts
- 2) Procedures for dealing with inmate complaints about products and services, including methods for addressing potential inmate litigation
- 3) Detainee payout/off procedures.

E. The contractor shall be responsible for escort to the banking institution for deposits and withdrawals from the detainee accounts. In addition, the Government will provide a dedicated analog line for the use by the contractor for a personal computer. The Government will also provide for a safe for the temporary storage of cash values for use by the Contractor.

F. The Government shall provide work opportunities for detainee volunteers. The contractor shall pay the volunteers a stipend at the standard rates used in Service Processing Centers (Present rate is \$1.00 per day [Limited to eight- (8) hour maximum in any 24-hour period]) based solely upon information received from the Government as to which detainees worked on a specific day. The detainees shall be paid daily and upon discharge from the facility. The contractor shall maintain records of hours worked which the Government, has provided, and provide a written report weekly to the COTR. Wages paid by the contractor to the volunteers shall be reimbursable by ICE and shall be paid to the contractor upon submission of an approved invoice, pursuant to Section G.



**Section D- Packaging and Marking**

**D-1 Preservation. Packing and Marking**

Preservation, packaging, and packing for all items delivered must be in accordance with commercial practices.

**D-2 Marking**

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative must clearly indicate the contract number and task order number, if applicable, for which the information is being submitted.

## Section E- Inspection and Acceptance

### E-1 Inspection and Acceptance of Contractor's Services and Reports and Other Required Data

- (A) **Services:** Inspection, acceptance, and evaluation of services to be furnished will be performed by the COTR. The Government will conduct any inspection and tests deemed reasonably necessary to assure that the services provided conforms with all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected by the COTR and the Contracting Officer will provide a notice of such rejection to the Contractor.
- (B) **Reports and Data:** The Government will inspect monthly the Contractor's performance in submitting reports and data as required by the contract. Inspection shall be conducted by the Contracting Officer and the COTR. Inspection and evaluation of the Contractor will be performed to assess the following: (1) compliance with the specifications; (2) responsiveness; (3) timeliness; (4) quality with respect to generally acceptable professional standards, and (5) compliance with all elements of Section F, "Deliveries or Performance."
- (C) In accordance with the FAR 42.15, Contractor Performance Information, the Contractor's overall performance will be evaluated on a periodic basis. The evaluation will include, for example, the contractor's record of conforming to contract requirements and standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor history of reasonable and cooperative behavior and commitment to customer satisfaction and generally, the contractor's businesslike concern for the interest of the customer.

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts.

### E-2 Clauses Incorporated by Reference:

**Applies to Indefinite Quantity Task Orders Only**  
**Inspection of Services – Fixed Price (Aug 1996) 52.246-4**

**Applies to Time and Materials Task Orders**  
**Inspection Time and Material and Labor Hour (May 2001) 52.246-6**

## Section F - Deliveries or Performance

### **F-1 Deliverables**

- (a) The Contractor must adhere to all reporting requirements. Unless stated otherwise, the Contractor cannot deviate from nor substitute any data or forms required by this contract. All deliverables are subject to review and approval by the Government. If any information reported is found to be incomplete or inaccurate, the Government will deem the deliverable unacceptable and return the deliverable to the Contractor for correction. The Contractor must make all necessary corrections and/or revisions, as deemed necessary by the Government.

### **F-2 PERIOD OF PERFORMANCE**

- (a) **Base Contract Period:** The base contract period of this contract will commence from the effective date of the contract award, as specified on the contract award document, and continue for six months.
- (b) **Individual Task Orders:** The period of performance will be as specified on each individual task order.

### **F-3 WORK WEEK**

For the purposes of defining a workweek for performance under this contract, a workweek is from Sunday through Saturday.

### **F-4 Stop-Work Order. (AUG 1989) 52.242-15**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**F-5 Government Delay of Work. (APR 1984) 52.242-17**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

**SECTION G - Contract Administration Data**

**G.1 GENERAL ADMINISTRATIVE INFORMATION**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility, which will administer the contract if such address is different from the address shown on the SF26, as applicable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contracting Officer is:

James D. Adams, Jr.  
Contracting Officer, Office of Acquisition Management (OAQ)  
Immigration and Customs Enforcement  
Department of Homeland Security  
Washington, DC 20536  
Main: 202-514-<sup>(b)(2)Low</sup>  
Desk: 202-307-  
<sup>(b)(6)</sup>

**G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

The Contracting Officer may execute contract modifications deobligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY**

The Contracting Officer has designated the following as the Contracting Officer's Representatives (COR's) under this contract.

Phil Baglio  
Director of Operations  
Krome Service Processing Center  
18201 SW 12<sup>th</sup> Street  
Miami, FL 33194  
(786) 412-9082 cell  
(305) 207-2001 office

David Scroggs (Alternate COR)  
Krome Service Processing Center  
18201 SW 12<sup>th</sup> Street  
Miami, FL 33194  
(305) 207-2001 office

The COR is responsible for administering the performance of work under this contract. **IN NO EVENT**, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The COR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COR:

- Must be consistent with the general scope of work set forth in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions, or specifications of this contract; and
- Shall not constitute a basis for any increase in the contract's estimated cost, or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "CHANGES" (52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

Include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "CHANGES" clause; and

Include the Contractor's best estimate as to the revision of any contractual provision that would result from implementing the COR's technical direction.

If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "CHANGES" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted in that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be

submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate; the written direction issued hereunder shall constitute the required Change direction.

Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "CHANGES" clause of this contract shall be a dispute concerning a question of fact within the meaning of the Section I Clause entitled "DISPUTES" (52.233-1).

#### **G.4 ORGANIZATIONAL CONFLICTS OF INTEREST**

The Contractor warrants that, to the best of his knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulation 9.5, or that the offeror has disclosed all such relevant information.

The Contractor agrees that if an actual or potential conflict of interest is discovered after award, the offeror will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflicts.

**Remedies:** The Government may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue other such remedies as may be permitted by law or this contract.

#### **G.5 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT REQUIREMENTS**

See Clauses section below for method and manner of payment.

FAR 52.232-33, PAYMENTS BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION, is included in this solicitation/contract. All Contractor payments will be made by EFT unless accepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

## **G.6 INVOICES**

The Government will pay for services rendered under this contract satisfactorily performed. The contractor shall provide invoices and a detailed billing summary every 30 days. To improve the timeliness of the inspection and acceptance of delivered services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies, shall be submitted to the COTR and the Contracting Officer concurrently. Invoices shall be submitted no more frequently than semi-monthly, in arrears.

To constitute a proper invoice, the document must include the following information:

- (1) Name of the business concern and invoice date;
- (2) Contract number;
- (3) Contract Line Item Number (CLIN), description, price, and quantity of services;
- (4) Dates of service;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Taxpayer/Employer Identification Number;
- (7) Direct Deposit Account number.

The Government will pay no invoice that is noncompliant until it is corrected. Final payment shall be made in accordance with any adjustments due to the Government.



## SECTION H - Special Contract Requirements

### ICE SECURITY REQUIREMENTS

#### GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks 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.

#### SUITABILITY DETERMINATION

DHS shall have and 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. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability 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 EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

#### 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 with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 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"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

Required forms will be provided by DHS 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, development of, or maintenance to any DHS IT system.

#### CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR 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 may require reinvestigations when derogatory information is received and/or every 5 years.

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

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. 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 OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

#### EMPLOYMENT ELIGIBILITY

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 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.

#### 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 COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR 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 COTR 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) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### INFORMATION TECHNOLOGY SECURITY CLEARANCE

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).

#### 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 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).

Section I - Contract Clauses

**I-1 Definitions. (JUL 2004) 52.202-1**

**I-2 Gratuities. (APR 1984) 52.203-3**

**I-3 Covenant Against Contingent Fees. (APR 1984) 52.203-5**

**I-4 Restrictions on Subcontractor Sales to the Government. (SEP 2006) 52.203-6**

**I-5 Anti-Kickback Procedures. (JUL 1995) 52.203-7**

**I-6 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997) 52.203-8**

**I-7 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997) 52.203-10**

**I-8 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2005) 52.203-12**

**I-9 Security Requirements. (AUG 1996) 52.204-2**

**I-10 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000) 52.204-4**

**I-11 Central Contractor Registration. (JUL 2006) 52.204-7**

**I-12 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006) 52.209-6**

**I-13 Contract Terms and Conditions - Commercial Items. (FEB 2007) 52.212-4**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an

electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the



Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as"

name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

**I-14 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (MAR 2007) 52.212-5**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) Reserved.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUN 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ](13) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ](14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[ ](15) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ](16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

[ ](17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[ ](18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[ ](19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[ ](20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[ ](21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[ ](22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[ ](23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[ ](ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[ ](24) 52.225-1, Buy American Act - Supplies (JUN 2003) (41 U.S.C. 10a-10d).

[ ](25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

[ ](ii) Alternate I (JAN 2004) of 52.225-3.

[ ](iii) Alternate II (JAN 2004) of 52.225-3.

[ ](26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ](27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(32) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(33) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(36)(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.

(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: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

(1) The Comptroller General of the United States, or an authorized representative

of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial

Vessels (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)

**I-15 Audit and Records - Negotiation. (JUN 1999) 52.215-2**

**I-16 Changes or Additions to Make-or-Buy Program. (OCT 1997) 52.215-9**

(a) The Contractor shall perform in accordance with the make-or-buy program incorporated in this contract. If the Contractor proposes to change the program, the Contractor shall, reasonably in advance of the proposed change, (1) notify the Contracting Officer in writing, and (2) submit justification in sufficient detail to permit evaluation. Changes in the place of performance of any make items in the program are subject to this requirement.

(b) For items deferred at the time of negotiation of this contract for later addition to the program, the Contractor shall, at the earliest possible time -

(1) Notify the Contracting Officer of each proposed addition; and

(2) Provide justification in sufficient detail to permit evaluation.

(c) Modification of the make-or-buy program to incorporate proposed changes or additions shall be effective upon the Contractor's receipt of the Contracting Officer's written approval.

(End of clause)

**I-17 Price Reduction for Defective Cost or Pricing Data. (OCT 1997) 52.215-10**

**I-18 Price Reduction for Defective Cost or Pricing Data - Modifications. (OCT 1997) 52.215-11**

**I-19 Subcontractor Cost or Pricing Data. (OCT 1997) 52.215-12**

**I-20 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997) 52.215-13**

**I-21 Notification of Ownership Changes. (OCT 1997) 52.215-19**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the

Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I-22 Option to Extend Services. (NOV 1999) 52.217-8**

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 *[insert the period of time within which the Contracting Officer may exercise the option]*.

(End of clause)

**I-23 Option to Extend the Term of the Contract. (MAR 2000) 52.217-9**

(a) The Government may extend the term of this contract by written notice to the Contractor within *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [ ] days *(60 days unless a different number of days is inserted)* before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this



clause, shall not exceed [ ](months)(years).

(End of clause)

**I-24 Utilization of Small Business Concerns. (MAY 2004) 52.219-8**

**I-25 Limitations on Subcontracting. (DEC 1996) 52.219-14**

**I-26 Notice to the Government of Labor Disputes. (FEB 1997) 52.222-1**

**I-27 Convict Labor. (JUN 2003) 52.222-3**

**I-28 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005) 52.222-4**

**I-29 Prohibition of Segregated Facilities. (FEB 1999) 52.222-21**

**I-30 Equal Opportunity. (MAR 2007) 52.222-26**

**I-31 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) 52.222-35**

**I-32 Affirmative Action for Workers with Disabilities. (JUN 1998) 52.222-36**

**I-33 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) 52.222-37**

**I-34 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004) 52.222-39**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the

Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**I-35 Service Contract Act of 1965, as Amended. (JUL 2005) 52.222-41**

**I-36 Statement of Equivalent Rates for Federal Hires. (MAY 1989) 52.222-42**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>
<input type="checkbox"/>	<input type="checkbox"/>

(End of clause)

**I-37 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006) 52.222-43**

**I-38 Drug-Free Workplace. (MAY 2001) 52.223-6**

**I-39 Waste Reduction Program. (AUG 2000) 52.223-10**

**I-40 Toxic Chemical Release Reporting. (AUG 2003) 52.223-14**

**I-41 Privacy Act Notification. (APR 1984) 52.224-1**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

**I-42 Privacy Act. (APR 1984) 52.224-2**

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every

solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract, which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) Operation of a system of records, as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) Record, as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) System of records on individuals, as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

**I-43 Restrictions on Certain Foreign Purchases. (FEB 2006) 52.225-13**

**I-44 Performance and Payment Bonds - Other Than Construction. (NOV 2006) 52.228-16**

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to [ ] percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to [ ] percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within [ ] days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

**I-45 Performance and Payment Bonds - Other Than Construction. (NOV 2006) - Alternate I (JUL 2000) 52.228-16**

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to [ ] percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within [ ] days, but in any event, before starting work.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of

the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

**I-46 Federal, State, and Local Taxes (State and Local Adjustments). (APR 2003) 52.229-4**

**I-47 Payments. (APR 1984) 52.232-1**

**I-48 Interest. (JUN 1996) 52.232-17**

**I-49 Assignment of Claims. (JAN 1986) 52.232-23**

**I-50 Prompt payment. (OCT 2003) 52.232-25**

**I-51 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003) 52.232-33**

**I-52 Disputes. (JUL 2002) 52.233-1**

**I-53 Protest after Award. (AUG 1996) 52.233-3**

**I-54 Continuity of Services. (JAN 1991) 52.237-3**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are

agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

**I-55 Privacy or Security Safeguards. (AUG 1996) 52.239-1**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

**I-56 Bankruptcy. (JUL 1995) 52.242-13**

**I-57 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984) 52.243-1**

**I-58 Competition in Subcontracting. (DEC 1996) 52.244-5**

**I-59 Subcontracts for Commercial Items. (MAR 2007) 52.244-6**

**I-60 Limitation of Liability - Services. (FEB 1997) 52.246-25**

**I-61 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)  
52.249-2**

**I-62 Default (Fixed-Price Supply and Service). (APR 1984) 52.249-8**

**I-63 Clauses Incorporated by Reference. (FEB 1998) 52.252-2**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
[Insert one or more Internet addresses]



(End of clause)

**I-64 Computer Generated Forms. (JAN 1991) 52.253-1**

**I-65 Security requirements for unclassified information technology resources. (JUN 2006)  
3052.204-70**

(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 [*insert number of days*] 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--

(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)

**I-66 Contractor employee access. (JUN 2006) 3052.204-71**

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or 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, Pub. L. 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.

(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)

**I-67 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group, which after the acquisition includes the entity, does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers

are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**I-68 Strikes or picketing affecting access to a DHS facility. (DEC 2003) 3052.222-71**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is

directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access (DEC 2003) by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

**I-69 Insurance. (DEC 2003) 3052.228-70**

In accordance with the clause entitled "Insurance - Work on a Government Installation" (or Insurance - Liability to Third Persons) in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

**I-70 Dissemination of contract information. (DEC 2003) 3052.242-71**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

**I-71 Contracting officer's technical representative. (DEC 2003) 3052.242-72**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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

(End of clause)

**Section J- List of Documents, Exhibits, and Other Attachments**

**Attachment J-1: Wage Determination**

**Attachment J-2: Collective Bargaining Agreement**



\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED 08/21/2007 \*\*\*\*\*  
WD 05-2119 (Rev.-4) was first posted on www.wdol.gov on 06/05/2007

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\*\*\*\*\*

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

William W. Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2119  
Revision No.: 4  
Date Of Revision: 05/29/2007

State: Florida

Area: Florida Counties of Collier, Dade, Monroe

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.32
01012 - Accounting Clerk II	14.76
01013 - Accounting Clerk III	16.52
01020 - Administrative Assistant	20.30
01040 - Court Reporter	15.29
01051 - Data Entry Operator I	10.76
01052 - Data Entry Operator II	12.84
01060 - Dispatcher, Motor Vehicle	15.13
01070 - Document Preparation Clerk	11.50
01090 - Duplicating Machine Operator	11.24
01111 - General Clerk I	10.35
01112 - General Clerk II	12.17
01113 - General Clerk III	13.01
01120 - Housing Referral Assistant	18.45
01141 - Messenger Courier	10.87
01191 - Order Clerk I	11.76
01192 - Order Clerk II	13.01
01261 - Personnel Assistant (Employment) I	14.44
01262 - Personnel Assistant (Employment) II	16.43
01263 - Personnel Assistant (Employment) III	18.45
01270 - Production Control Clerk	17.19
01280 - Receptionist	10.76
01290 - Rental Clerk	14.39
01300 - Scheduler, Maintenance	14.60
01311 - Secretary I	14.45
01312 - Secretary II	15.80
01313 - Secretary III	18.45
01320 - Service Order Dispatcher	13.19
01410 - Supply Technician	20.30
01420 - Survey Worker	15.29
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	11.86
01533 - Travel Clerk III	12.53
01611 - Word Processor I	12.71
01612 - Word Processor II	14.26

01613 - Word Processor III	16.98
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.26
05010 - Automotive Electrician	15.85
05040 - Automotive Glass Installer	14.80
05070 - Automotive Worker	14.80
05110 - Mobile Equipment Servicer	12.72
05130 - Motor Equipment Metal Mechanic	16.91
05160 - Motor Equipment Metal Worker	14.80
05190 - Motor Vehicle Mechanic	16.54
05220 - Motor Vehicle Mechanic Helper	11.67
05250 - Motor Vehicle Upholstery Worker	13.75
05280 - Motor Vehicle Wrecker	14.80
05310 - Painter, Automotive	15.85
05340 - Radiator Repair Specialist	14.80
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	16.89
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.22
07041 - Cook I	11.08
07042 - Cook II	12.90
07070 - Dishwasher	8.03
07130 - Food Service Worker	8.54
07210 - Meat Cutter	12.22
07260 - Waiter/Waitress	8.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	6.83
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	10.84
09110 - Furniture Repairer, Minor	12.77
09130 - Upholsterer	14.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.53
11060 - Elevator Operator	8.53
11090 - Gardener	13.27
11122 - Housekeeping Aide	8.55
11150 - Janitor	9.37
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	7.75
11260 - Pruner	9.93
11270 - Tractor Operator	14.36
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	10.60
12000 - Health Occupations	
12010 - Ambulance Driver	13.06
12011 - Breath Alcohol Technician	14.23
12012 - Certified Occupational Therapist Assistant	21.34
12015 - Certified Physical Therapist Assistant	20.57
12020 - Dental Assistant	12.94
12025 - Dental Hygienist	31.62
12030 - EKG Technician	21.55
12035 - Electroneurodiagnostic Technologist	21.55
12040 - Emergency Medical Technician	14.37
12071 - Licensed Practical Nurse I	14.60
12072 - Licensed Practical Nurse II	16.40
12073 - Licensed Practical Nurse III	18.36
12100 - Medical Assistant	12.16
12130 - Medical Laboratory Technician	15.75
12160 - Medical Record Clerk	14.00

12190 - Medical Record Technician	14.17
12195 - Medical Transcriptionist	14.74
12210 - Nuclear Medicine Technologist	28.76
12221 - Nursing Assistant I	8.05
12222 - Nursing Assistant II	9.07
12223 - Nursing Assistant III	10.67
12224 - Nursing Assistant IV	11.86
12235 - Optical Dispenser	14.23
12236 - Optical Technician	12.71
12250 - Pharmacy Technician	13.09
12280 - Phlebotomist	12.94
12305 - Radiologic Technologist	21.55
12311 - Registered Nurse I	25.20
12312 - Registered Nurse II	28.79
12313 - Registered Nurse II, Specialist	28.79
12314 - Registered Nurse III	35.92
12315 - Registered Nurse III, Anesthetist	35.92
12316 - Registered Nurse IV	40.18
12317 - Scheduler (Drug and Alcohol Testing)	17.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.61
13012 - Exhibits Specialist II	19.87
13013 - Exhibits Specialist III	24.31
13041 - Illustrator I	20.10
13042 - Illustrator II	24.05
13043 - Illustrator III	29.41
13047 - Librarian	23.94
13050 - Library Aide/Clerk	11.33
13054 - Library Information Technology Systems Administrator	20.28
13058 - Library Technician	13.67
13061 - Media Specialist I	13.35
13062 - Media Specialist II	15.21
13063 - Media Specialist III	16.96
13071 - Photographer I	15.54
13072 - Photographer II	17.83
13073 - Photographer III	21.32
13074 - Photographer IV	27.00
13075 - Photographer V	32.66
13110 - Video Teleconference Technician	12.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.93
14042 - Computer Operator II	15.60
14043 - Computer Operator III	17.73
14044 - Computer Operator IV	20.75
14045 - Computer Operator V	21.65
14071 - Computer Programmer I (1)	20.69
14072 - Computer Programmer II (1)	24.32
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.93
14160 - Personal Computer Support Technician	20.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.78
15020 - Aircrew Training Devices Instructor (Rated)	29.99
15030 - Air Crew Training Devices Instructor (Pilot)	32.40
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	23.62

15070 - Flight Instructor (Pilot)	32.40
15080 - Graphic Artist	23.60
15090 - Technical Instructor	18.67
15095 - Technical Instructor/Course Developer	24.50
15110 - Test Proctor	15.12
15120 - Tutor	15.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.61
16030 - Counter Attendant	8.61
16040 - Dry Cleaner	10.57
16070 - Finisher, Flatwork, Machine	8.61
16090 - Presser, Hand	8.61
16110 - Presser, Machine, Drycleaning	8.61
16130 - Presser, Machine, Shirts	8.61
16160 - Presser, Machine, Wearing Apparel, Laundry	8.61
16190 - Sewing Machine Operator	11.15
16220 - Tailor	11.75
16250 - Washer, Machine	9.33
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.72
19040 - Tool And Die Maker	18.61
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.50
21030 - Material Coordinator	16.52
21040 - Material Expediter	16.52
21050 - Material Handling Laborer	10.47
21071 - Order Filler	10.07
21080 - Production Line Worker (Food Processing)	13.28
21110 - Shipping Packer	12.88
21130 - Shipping/Receiving Clerk	12.88
21140 - Store Worker I	8.38
21150 - Stock Clerk	12.79
21210 - Tools And Parts Attendant	14.76
21410 - Warehouse Specialist	14.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.88
23021 - Aircraft Mechanic I	22.42
23022 - Aircraft Mechanic II	23.88
23023 - Aircraft Mechanic III	25.37
23040 - Aircraft Mechanic Helper	15.00
23050 - Aircraft, Painter	17.09
23060 - Aircraft Servicer	18.08
23080 - Aircraft Worker	19.56
23110 - Appliance Mechanic	15.28
23120 - Bicycle Repairer	11.41
23125 - Cable Splicer	19.02
23130 - Carpenter, Maintenance	15.21
23140 - Carpet Layer	14.14
23160 - Electrician, Maintenance	17.31
23181 - Electronics Technician Maintenance I	17.60
23182 - Electronics Technician Maintenance II	21.03
23183 - Electronics Technician Maintenance III	24.35
23260 - Fabric Worker	13.19
23290 - Fire Alarm System Mechanic	17.26
23310 - Fire Extinguisher Repairer	12.07
23311 - Fuel Distribution System Mechanic	20.59
23312 - Fuel Distribution System Operator	15.49
23370 - General Maintenance Worker	13.74
23380 - Ground Support Equipment Mechanic	22.42
23381 - Ground Support Equipment Servicer	18.08

23382 - Ground Support Equipment Worker	19.56
23391 - Gunsmith I	12.07
23392 - Gunsmith II	14.28
23393 - Gunsmith III	16.36
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.44
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
18.58	
23430 - Heavy Equipment Mechanic	17.25
23440 - Heavy Equipment Operator	18.20
23460 - Instrument Mechanic	16.36
23465 - Laboratory/Shelter Mechanic	15.28
23470 - Laborer	10.24
23510 - Locksmith	14.72
23530 - Machinery Maintenance Mechanic	17.75
23550 - Machinist, Maintenance	16.36
23580 - Maintenance Trades Helper	10.84
23591 - Metrology Technician I	16.36
23592 - Metrology Technician II	17.63
23593 - Metrology Technician III	18.51
23640 - Millwright	18.99
23710 - Office Appliance Repairer	15.73
23760 - Painter, Maintenance	15.28
23790 - Pipefitter, Maintenance	17.73
23810 - Plumber, Maintenance	16.86
23820 - Pneudraulic Systems Mechanic	15.36
23850 - Rigger	16.36
23870 - Scale Mechanic	14.28
23890 - Sheet-Metal Worker, Maintenance	16.36
23910 - Small Engine Mechanic	14.26
23931 - Telecommunications Mechanic I	19.24
23932 - Telecommunications Mechanic II	20.42
23950 - Telephone Lineman	19.24
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	16.36
23970 - Woodcraft Worker	16.36
23980 - Woodworker	12.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.05
24580 - Child Care Center Clerk	12.67
24610 - Chore Aide	8.40
24620 - Family Readiness And Support Services Coordinator	11.84
24630 - Homemaker	14.09
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.21
25040 - Sewage Plant Operator	17.55
25070 - Stationary Engineer	18.21
25190 - Ventilation Equipment Tender	12.90
25210 - Water Treatment Plant Operator	17.99
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.72
27007 - Baggage Inspector	9.63
27008 - Corrections Officer	19.51
27010 - Court Security Officer	24.08
27030 - Detection Dog Handler	14.44
27040 - Detention Officer	20.76
27070 - Firefighter	21.91
27101 - Guard I	9.63
27102 - Guard II	14.44
27131 - Police Officer I	27.06
27132 - Police Officer II	30.08

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.65
28042 - Carnival Equipment Repairer	12.71
28043 - Carnival Equipment Worker	8.00
28210 - Gate Attendant/Gate Tender	12.71
28310 - Lifeguard	11.33
28350 - Park Attendant (Aide)	14.23
28510 - Recreation Aide/Health Facility Attendant	10.38
28515 - Recreation Specialist	17.02
28630 - Sports Official	11.33
28690 - Swimming Pool Operator	18.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.94
29020 - Hatch Tender	19.22
29030 - Line Handler	19.22
29041 - Stevedore I	16.87
29042 - Stevedore II	24.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.92
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.76
30021 - Archeological Technician I	13.88
30022 - Archeological Technician II	15.47
30023 - Archeological Technician III	19.09
30030 - Cartographic Technician	24.71
30040 - Civil Engineering Technician	24.14
30061 - Drafter/CAD Operator I	17.83
30062 - Drafter/CAD Operator II	19.48
30063 - Drafter/CAD Operator III	19.96
30064 - Drafter/CAD Operator IV	24.56
30081 - Engineering Technician I	14.22
30082 - Engineering Technician II	18.34
30083 - Engineering Technician III	20.70
30084 - Engineering Technician IV	22.12
30085 - Engineering Technician V	27.07
30086 - Engineering Technician VI	32.73
30090 - Environmental Technician	17.31
30210 - Laboratory Technician	15.86
30240 - Mathematical Technician	24.71
30361 - Paralegal/Legal Assistant I	17.75
30362 - Paralegal/Legal Assistant II	21.85
30363 - Paralegal/Legal Assistant III	26.72
30364 - Paralegal/Legal Assistant IV	32.34
30390 - Photo-Optics Technician	24.71
30461 - Technical Writer I	18.65
30462 - Technical Writer II	22.81
30463 - Technical Writer III	25.04
30491 - Unexploded Ordnance (UXO) Technician I	21.55
30492 - Unexploded Ordnance (UXO) Technician II	26.08
30493 - Unexploded Ordnance (UXO) Technician III	31.26
30494 - Unexploded (UXO) Safety Escort	21.55
30495 - Unexploded (UXO) Sweep Personnel	21.55
30620 - Weather Observer, Combined Upper Air Or Surface Programs	19.50
30621 - Weather Observer, Senior (3)	21.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.52
31030 - Bus Driver	15.04
31043 - Driver Courier	12.00
31260 - Parking and Lot Attendant	8.60
31290 - Shuttle Bus Driver	13.24

31310 - Taxi Driver	10.26
31361 - Truckdriver, Light	13.24
31362 - Truckdriver, Medium	16.46
31363 - Truckdriver, Heavy	17.46
31364 - Truckdriver, Tractor-Trailer	17.46
99000 - Miscellaneous Occupations	
99030 - Cashier	9.20
99050 - Desk Clerk	9.30
99095 - Embalmer	20.44
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.84
99310 - Mortician	24.16
99410 - Pest Controller	14.45
99510 - Photofinishing Worker	9.85
99710 - Recycling Laborer	15.31
99711 - Recycling Specialist	18.88
99730 - Refuse Collector	13.29
99810 - Sales Clerk	11.32
99820 - School Crossing Guard	8.10
99830 - Survey Party Chief	16.92
99831 - Surveying Aide	8.38
99832 - Surveying Technician	15.39
99840 - Vending Machine Attendant	12.85
99841 - Vending Machine Repairer	16.68
99842 - Vending Machine Repairer Helper	12.85

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.16 per hour or \$126.40 per week or \$547.73 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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



site at <http://wdol.gov/>.

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each (proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

**AGREEMENT**

**BETWEEN**

**AHTNA TECHNICAL SERVICE, INC.**

**AND**

**TEAMSTERS LOCAL UNION NO. 769**

**FLORIDA**

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## ARTICLE I PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

The Company will provide the Union with a copy of the current job descriptions for the applicable bargaining unit classifications.

## ARTICLE 2 RECOGNITION AND SCOPE

Teamsters Local Union No. 769 (Union) is recognized as the sole collective bargaining agent for those employees of Ahtna Technical Service, Inc., (AHTNA), to work performed by AHTNA or any of its signatory subcontractors on the Krome Detention Center project, Miami, Florida whose classifications are set forth in Agreement, subject to the exceptions noted.

Management will not perform productive work assigned to and performed by employees in classifications listed in this Agreement in Attachment A, except as follows:

- (1) Work, which, historically, has been performed as a part of a management function.
- (2) Work required to protect life or property.
- (3) Work lasting one (1) hour or less in duration which calls for immediate action to avoid interruption of any of the Company's operations.
- (4) Training.
- (5) The performance of the job duties of the order taker whenever that employee is on vacation, leave, or otherwise absent from the work place.

The work referred to in subparagraphs (2), (3), and (4) shall be turned over to the appropriate bargaining unit employees in the classifications listed in this Agreement as soon as they can be made available.

The Company agrees that no employees covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, it

officers or agents, because of membership in or lawful activity on behalf of the Union.

The work of occupational classification as described in attachment A covered by this Agreement shall be performed only by the employees in the bargaining unit. All work presently performed by employees in the job titles covered by this agreement shall continue to be performed by employees in the job titles except as provided for in paragraph (b) above and/or if the parties agree otherwise.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes and agrees that the supervision, management, and control of the Company's business, operations, working force, and facilities are exclusively vested in the management of the Company. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct, and control the Company's business, methods, operations, and working force; to hire, promote, transfer and lay off employees; and lawfully for just and proper cause, to demote, discipline, suspend, or discharge employees; and the right to determine the hours and schedules of work, methods, or facilities; or to introduce new or improved materials and services from such source(s) as is deemed desirable by the Company, is vested exclusively in the management of the Company. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the procedures provided in this Agreement.

The Union recognizes the inherent right of the Company to maintain or improve efficiency and the right to assign work. The Company agrees that it will not make such assignments in such a manner as to violate the terms and conditions of the Collective Bargaining Agreement.

### **ARTICLE 4 SENIORITY**

Seniority shall be defined as the length of continuous service with the Company, its predecessors and successors for which an employee receives credit in any classification covered by this Agreement, including full time, part-time and on-call.

Seniority shall commence on the day the employee enters pay status with the

company in a classification covered by this Agreement.

Employees in service of the Company on the date of recognition (January 21, 2004) shall retain their date of hire as their seniority date on the Master Seniority Roster.

Seniority shall be the determining factor when bidding for vacation, permanent and temporary vacancies which exceed 30 days, holiday assignments, shift and days off, reductions in force and recall.

New employees shall establish seniority retroactive to date of employment.

Effective on or after the date hereof, the relative seniority of employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the highest last four (4) digits shall be deemed the senior. The Union shall be so advised.

The Company shall prepare and maintain lists of its employees according to their seniority dates as required by this Agreement. Lists shall be divided in seniority groupings of similar work (see Attachment A) and the Company shall furnish updated copies, on a semi-annual basis (January and July) to the business agent. The rights of employees under this Article shall be determined in accordance with their relative position on the appropriate seniority list.

Seniority rosters shall show employee's name, seniority ranking number, job classification, and date of entry into service.

An employee shall lose his/her seniority rights for the following reasons:

- 1) He/she provides a written statement of his intent to voluntarily quit;
- 2) He/she is discharged for just cause;
- 3) He/she is laid off continually for a period of one year;
- 4) He/she fails to report within fifteen (15) days after receipt of recall notice, unless a satisfactory reason is given therefore. It shall be the responsibility of each employee to keep the Company advised of his current mailing address.

## **ARTICLE 5 LAYOFF AND RECALL**

For purposes of this Agreement, the term "layoff" means a reduction in the number of employees in a given occupational title on a shift in a work unit due to

lack of work in such occupational title. In the event of a layoff, the displacement rights of employees affected are those set forth in this procedure.

The primary factor in a layoff is the employee's seniority within a given occupational title. It is the intention of the layoff procedure to offer continued employment in his/her occupational title to the employee with greater seniority.

For purpose of displacing less senior employees, there is a presumption (except as to security clearance), in favor of the employee's ability to perform the work of his occupational title, and of other occupational titles.

When a layoff occurs, it shall be governed by the following procedure:

The appropriate number junior employees in each classification within a work unit will receive layoff notices.

After the layoff notices have been received, those employees who have seniority in another work unit will be given an opportunity to bump the least senior employee in another job title if the bumping employee is qualified for work in that job title at the time of the layoff.

After all seniority rights have exercised, the Company will publish the new seniority groups and their manpower requirements. Reassignment of the new Manpower requirements shall be in seniority order within the work units.

The Company will provide the Union office with a list of those employees who are actually laid off.

If an employee does not have sufficient seniority to displace another employee as outlined above, he/she shall be laid off, and shall have recall rights to previously held job(s) in which he/she has previously been employed or other job classifications for which the employee is qualified subject to the employee re-obtaining security clearance. At the time of layoff, the employee affected will be required to complete recall forms for those jobs so desired.

A laid off employee shall be paid for accrued, unused vacation under Article 10.

In no event shall the work of the laid off position(s) be absorbed by employees in another Union or by Management employees.

#### Notice Requirement

Employees to be laid off will receive a letter of layoff providing two weeks notice. An employee exercising displacement rights will make displacement decision within three (3) workdays of receiving a layoff notice. An employee being displaced will receive displacement notice in writing. Only the employee actually

laid off shall be entitled to a total of two (2) weeks' notice with pay in lieu thereof. Such notice period shall run concurrently with a letter of abolishment or the date of displacement.

In order to qualify for displacement rights, any employees exercising or about to exercise displacement rights as outlined above must meet the minimum specifications of the job at the time of the requested displacement in order to be offered the position.

In the event of an increase in the number of people in an occupational title within a seniority group such vacancies will be filled by recalling qualified employees who have been laid off from the work unit.

Employees may waive their rights to return to active service on positions of less than ninety (90) workdays' duration by filing written notice with the Project Manager and the Union.

Such notice will not invalidate his/her recall under Article 5 of this Agreement.

#### **ARTICLE 6 UNION SECURITY AND CHECKOFF**

It shall be a condition of employment that all employees of the Company covered by this Agreement, shall effective on the date of this Agreement, become and remain members in good standing of the Union or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues and initiation fees of the Union members, such sums to be recognized as "Service Fee".

It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after the effective date shall on or before the (30th) thirtieth day following their entry into pay status, become and remain members in good standing of the Union or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues and initiation fees required of the Union members, such sums shall be recognized as "Service Fee".

The Company shall have the right to assume all employees in the unit are in good standing unless notified to the contrary by the Union.

The Company will, within thirty (30) days, after receipt of written notice from the Union, terminate the service of any employee who is delinquent in the payment of union initiation fees or dues unless within such period the employee cures the delinquency. If the Company believes that the discharge of any employee declared by the Union to be delinquent might violate Federal or State statute or subject the Company to a charge of discrimination for violation of the rights of



such employee, it shall so notify the Union, in such event, it shall not be required to discharge said employee until the propriety of such discharge has been determined pursuant to the grievance procedure.

It is agreed that the Company shall deduct from the wages and make payable to the Union, on or before the 15<sup>th</sup> day of the following month, the initiation fees and current monthly dues of the Union for those employees in the unit who have given the employer a duly executed and lawful written assignment for such purpose. Additionally, the company agrees to notify the union of employees, who change their address, job title or are granted an unpaid leave of absence in excess of 15 days. The company, upon hiring an employee, shall include a union check-off authorization card in the initial employment information packet.

The Company shall be entitled to rely upon compliance by the Union and shall save the Company harmless with respect hereto.

#### ARTICLE 7 WORKING WEEK AND SHIFT SCHEDULING

The workweek shall consist of five (5) consecutive days within any consecutive seven (7) day period. For the purpose of establishing a standard pay period, the week shall start at 12:00 a.m. Sunday and end 12:00 a.m. on the following Saturday

The workday shall consist of a twenty-four (24) hour period beginning at 12:00 midnight, and regular days work shall consist of eight (8) consecutive hours, exclusive of meal periods.

Meal periods shall be thirty (30) minutes on all shifts except as set forth below or when varied by agreement between the parties. Two rest periods of fifteen (15) minutes each shall be permitted during the workday.

The employees in the following job classifications and/or assigned shifts shall be allowed (but are not required to take) a sixty (60) minute meal period.

<u>Job Classification</u>	<u>Shift</u>
Food Service	All Shifts
Janitorial	PM shift

Company retains the exclusive right to set the hours and schedules of work, including the number, amount and timing for work shifts. Company may revise or

reschedule work shifts at anytime subject to the terms of this Article set forth below.

Within 5 business days from the ratification of this agreement, employer shall post work schedules for all job classifications identified in Attachment A to this agreement. Where the work schedule in any job classification contains different shifts or non-standard work weeks (i.e., weekend shifts) all work schedules in each classification shall be bid for by employees on a seniority basis.

Once work schedules are selected by the employees on the basis of seniority, those shifts shall be permanently assigned provided however that all personnel may be subject to having shifts temporarily changed to the staffing needs of employer. Employees may not trade or change shifts or work days without prior written approval of the Project manager.

Any time during the term of this Agreement that Company makes changes as required by DHS to the work schedule of any job classification, the new work schedule must be re-bid on a seniority basis prior to implementation by Company. Company shall make all reasonable efforts to provide employees with as much notice as possible of any anticipated work schedule or shift change but in no case shall such notice be less than two (2) weeks.

All work job schedules shall be posted by employer on the Company bulletin board and specify names, days off, beginning and off-duty hours.

Vacation and holiday seniority:

Vacations and holiday schedules shall be developed for each classification based on seniority. Employees may not cross classifications for either vacation or holiday schedules.

The company shall seek volunteers to work on the covered holidays, should insufficient numbers of employees fail to volunteer within a classification the company shall assign employees to the schedule in inverse order of seniority.

## **ARTICLE 8 OVERTIME COMPENSATION**

Overtime compensation shall be computed on the basis of actual overtime worked to the nearest quarter (1/4) hour period and no overtime work shall be required, proffered, or permitted except by direction of supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained.

Time and one-half the regular hourly rate shall be paid (1) for all work performed at Company request on an employee's regular day off; (2) after forty (40) hours of straight-time work in an employee's work week; and (3) on the sixth (6th) day worked in an employee's work week. Double time (2x) for all hours worked shall be paid on an employees seventh consecutive work day.

Overtime rates shall be paid for not less than four (4) hours to any employee called back for duty not continuous with his/her regular working hours. Overtime rates shall be paid for not less than two (2) hours to any employee scheduled or called into work prior to and continuous with his/her regular workday. Such shall not apply to employees who are already on the premises and requested to start early or stay late.

Meal periods shall not be computed for purposes of overtime compensation.

The principles of equal distribution and advance notice of overtime will be applied as far as practicable. Employees who regularly perform the work involved in the required overtime will be given an opportunity to work the overtime before any other assignment of overtime is made.

If overtime is refused by an employee on the work unit overtime or on the secondary overtime roster, then the junior employee, within the same classification, on the work unit overtime roster will be assigned.

For overtime scheduling purposes, employees will be considered to be on vacation from completion of their last regular tour of duty prior to the scheduled vacation period until reporting for the first regular tour of duty following the vacation period.

Employees will not be required to absorb overtime by taking time off.

No employee shall receive more than double the straight time rate for any hours worked including holiday pay except as otherwise expressly stated in this agreement.

The Company will make every reasonable effort, consistent with its operating requirements, to give affected employees two (2) hours' notice of overtime work assignments.

For the purpose of maintaining health and safety, employees will not normally be permitted to work in excess of sixteen (16) hours per day.

## ARTICLE 9 HOLIDAYS

The following holidays with pay shall be granted:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Employees who have at least forty (40) actual days worked since hire or rehire shall be granted one (1) floating holiday each fiscal year. Floating holidays must be used during the fiscal year in which they are earned and cannot be carried over from one (1) fiscal year to another. If an eligible employee does not use that employees floating holiday in the fiscal year in which it is earned that employee shall receive one extra day of holiday pay (8 hours of straight time pay) in the first paycheck of the following fiscal year. Floating holidays may be liquidated in conjunction with a vacation period and may be requested at the time of the annual vacation selection under Article 10. Request to liquidate the Floating Holiday other than in conjunction with a vacation period as specified above may be granted based on the requirements of the service and be processed in the same manner as vacation selection.

The holidays listed above, affected by the Federal Monday Holiday Act, will be celebrated in accordance with the date specified thereby. If a holiday falls within the employee's paid vacation period, the employee will receive eight (8) hours of holiday pay instead of vacation pay and will not have a vacation day deducted from the employees accrued vacation bank. Where a holiday falls on an employee's scheduled day off, the employee will be paid holiday pay for that day.

Where the Krome Detention Center is closed by the order of DHS, an Act of Congress of the United States or by proclamation of the President of the United States, and Employer is paid for its employees time for that day, all employees who are unable to work due to the facilities closure will be paid eight (8) hours of straight time for the day of missed work. Employees who are required to work on such a day, are only entitled to be paid for actual hours worked. Any employee who works less than eight hours on such a day shall be paid for eight (8) hours of straight time.

Holidays shall be paid at eight (8) hours for each holiday.

Any employee required to work eight (8) hours or more on Thanksgiving or Christmas Day shall be entitled to receive hardship pay of two and one half (2 1/2) times the employees regular rate as full compensation for such holiday worked. If an employee is called in to work on Thanksgiving or Christmas Day for less than eight (8) hours, he shall be paid one and one-half (1-1/2) times his hourly rate for each hour worked with a minimum of four (4) hours in addition to eight (8) hours straight time pay for the holiday.

Where regularly scheduled shifts commence between 10:00 p.m. but prior to 12:00 midnight, the shift commencing on the holiday eve shall be considered as the holiday for the purpose of determining the day to be observed.

## ARTICLE 10 VACATIONS

Vacation will be scheduled in accordance with manpower and staffing needs. However, it is the policy of the company to grant vacations, so far as possible, at times most desired by the employees.

Single day vacations will be submitted to the project manager and approval will not unreasonably be denied. Requests and approval will be on a first-come first-served basis

Effective with the first pay period after ratification of the Agreement, employees shall accrue vacation leave as described below. Employees on the active payroll and in a pay status shall be entitled to a vacation leave credit based on their length of service. There shall be no limit as to the number of vacation hours that an employee may accumulate. An employee is in pay status when he performs compensable work or receives paid leave during a pay period. An employee who is receiving workers compensation benefits will not be considered in pay status, for purposes of earning vacation leave.

Beginning length of service up to 5<sup>th</sup> anniversary:

.0384 x hours paid up to 40 hours per week = a maximum of 2 weeks per employment year.

5<sup>th</sup> anniversary up to 10<sup>th</sup> anniversary:

.0576 x hours paid up to 40 hours per week = a maximum of 3 weeks per employment year.

10<sup>th</sup> anniversary up to 15<sup>th</sup> anniversary:

.0769 x hours paid up to 40 hours per week = a maximum of 4 weeks per employment year.

15<sup>th</sup> anniversary or more:

.0962 x hours paid up to 40 hours per week = a maximum of 5 weeks per employment year.

Vacation starts accruing upon date of hire and is amount accrued is available for use after 90 day probationary period is completed.

Length of service includes the whole span of continuous service with the Company, predecessors and successors, as provided for in the Service Contracts Act, as amended.

Time spent on Military leave of absence shall be considered length of service for the purposes of employee eligibility for vacation.

Vacation periods shall be available for selection on February 1<sup>st</sup> of each year for vacation to be liquidated in the next vacation year. Employee selection will be by seniority for choosing days, and then open on a first come first served basis.

Once a vacation has been granted, it will not be changed without the mutual consent of the employee and the Company.

Upon termination, for any reason, employee will be paid for all unused and accrued vacation. There will be no liquidation of vacation time in cash while employed.

Vacation may be carried over from year to year. However, due to health, safety and morale, forty (40) hours per anniversary year must be taken.

## **ARTICLE 11 SICK LEAVE**

Effective with the first pay period after ratification of this Agreement, employees shall accrue sick leave as described below.

Employees on the active payroll and in a pay status shall be entitled to a sick leave credit up to six (6) days accrued per year on hours paid. There shall be no limit as to the number of sick leave hours that an employee may accumulate. An employee is in pay status when he performs compensable work or receives paid

leave during such pay period. An employee who is receiving workers compensation benefits will not be considered in pay status, for purposes of earning sick leave credit.

#### Use of Sick Leave

It is obligation of every employee to prevent abuse of sick leave pay benefits. The parties acknowledge that the company may discipline employees who abuse sick leave.

Payment of sick leave shall be at the employee's regular straight time base rate not to exceed a maximum of eight (8) hours pay for any one (1) day.

Sick leave shall be granted under the following conditions:

- (a) Illness of the employee
- (b) Illness in the immediate family (as defined in Death in the Family)
- (c) Medical or dental appointments. Employees agree to seek to arrange medical or dental appointments so as to avoid absence from work when reasonable/practical.

Upon termination, for any reason, employee will be paid for all unused and accrued sick leave. There will be no liquidation of sick leave in cash while employed.

Report Requirements for Use of Sick Leave: An employee who is absent on a regularly scheduled work day shall be required to follow the procedures set forth below:

The employee must notify the Operations Manager or Project Manager within four (4) hours of the scheduled start of the regular shift unless circumstances prevent such notice. The notice must state the reason for the absence and the anticipated date of return to work.

In the event the employee is unable to return to work on the anticipated date, he shall provide notification prior to the scheduled return day and provide a revised estimated return to duty date.

Employees missing three (3) consecutive days of work dues to an illness or injury which is not work related will be required to return with a verifiable medical release stating that the employed involved is eligible to return to work.

**ARTICLE 12  
JURY DUTY**

Employees who miss work due to service as jurors shall receive their regular straight time rate less any fee received for jury services for up to four (4) days per calendar year. Employer shall not compensate any work missed due to jury service of more than four days. Employee may take vacation time, for jury service if that employee has vacation time available. Any monetary reimbursement up to four (4) days for jury services received by an employee shall be reimbursed to Company upon receipt.

Company has agreed to provide for four (4) days of jury duty leave in order to encourage employees to undertake a civic responsibility. Employees actually on jury duty are encouraged to return to work even though not required to do so by this Agreement when dismissed early from jury duty.

**ARTICLE 13  
MACHINES, EQUIPMENT, AND SUPPLIES**

Specialized equipment, tools, or materials furnished by the Company necessary for the employee to perform prescribed duties shall be issued to employees on a tool custody sheet.

Employees will exercise proper care in the use of such specialized equipment, tools, or materials.

**ARTICLE 14  
HEALTH AND SAFETY**

The Company shall take necessary precautions to safeguard the health of employee while they are on duty for the Company and while on Company premises. Safety equipment according to prescribed standards will also be furnished.

Offices and equipment required to be used by the employees will be maintained in good repair so that proper working conditions are provided. Suitable restrooms will be provided.



Wherever practicable standard first aid equipment will be provided and employee taken ill or injured will be given medical attention.

Before the end of each shift, employees shall be allowed five (5) minutes wash-up time immediately preceding the end of shift.

The Company and the Union shall establish a joint employee/company safety committee; the Union may designate a representative on such a committee.

The Company will provide, at its expense, inoculations to all employees under this Agreement whose work assignments require inoculations.

In addition to instance covered by Company Policy (i.e. LOA's, New Hires, changes in certain classifications, etc.), the Company may upon a reasonable basis drawn from specific, objective and articulate facts and reasonable inferences drawn from those facts, require an employee hereunder to take a physical examination by a Company Physician, in which event, it shall be at no cost to the employee.

An employee hereunder who, during regular working hours, is excused to be treated by a Company physician or nurse will suffer no loss in pay for the remainder of that shift.

The Union shall have the right to confer with management on sanitary and safety conditions.

All employees are required to take and pass a pre-employment test for the use of drugs, or controlled substances as a condition of employment. Employees shall also be subject to random and "reasonable suspicion" drug and alcohol testing pursuant to Company's policy as required by its DHS contract. All testing will be done by an accredited professional commercial testing firm in accordance with established and accepted industry standards.

The Company reserves the right, at any time, to request any employee to take a drug or alcohol test and/or physical examination based on reasonable suspicion. Reasonable suspicion includes but is not limited to a belief (1) that an employee is using or has used drugs in violation of this Article; or (2) is under the influence of alcohol during work hours; drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts. Involvement in any work place injury or accident is conclusively presumed to be reasonable suspicion justifying testing on the employee(s) involved. Any action taken by the Company shall be subject to the grievance and arbitration procedures, provided however that loss of security clearance from DHS based on a failed drug or alcohol test is not grievable under this Agreement. An employee will be given a copy of his/her test result if requested.

Under current DHS policy Company is required to immediately report all failed drug tests to DHS which WILL result in loss of security clearance under current DHS practice. Loss of Security clearance by an employee will result in termination.

#### **ARTICLE 15 EQUAL TREATMENT**

In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees regardless of sex, age, color, race, creed, disability, or national origin in accordance with applicable state and federal laws. It is also understood that the Union will cooperate with the Company in maintaining its affirmative action program to ensure equality of opportunity in all aspects of employment.

#### **ARTICLE 16 MUTUAL AGREEMENTS**

Exception agreements, or modifications of this Agreement, may not be made except by mutual agreement, in writing, between the President or his/her designee for the Company, and the Local Union Business Agent. All such agreements shall be added to the existing contract and forwarded to all active members.

#### **ARTICLE 17 ADJUSTMENT OF GRIEVANCES**

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An employee, who believes that s/he has been unjustly dealt with as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed or performed, may file a "grievance" under this Agreement. The procedures herein shall be the exclusive remedies available to the Company, the Union and to the employees for the adjustment of grievances.

All grievances beyond Step 1 involving employee claims shall be in writing on forms provided by the Union and shall be signed by an employee claiming rights there under.

In an effort to adjust employee's grievance by mutual agreement they shall be presented in the following order and within the following time limits:

Step 1. The employee accompanied by the shop steward shall promptly bring the grievance to the Operations Manager. If such grievance is not settled within four (4) working days then:

Step 2. It shall be reduced to writing, signed by the employee and his shop steward. In the alternative the employee, through his business agent may submit an electronic grievance which will be transmitted to the company designee within the time limits specified in the Agreement. In the case of an electronic grievance, the company agrees that the grievant and shop stewards signature need not be provided and the company can rely on the union obtaining the necessary signatures. The written, or electronic grievance must set forth a statement of grievance and the article or section of the Agreement which is claimed to be violated, and taken up with the employee's Project Manager within five (5) working days from the Step 1 answer. If no agreement has been reached within ten (10) working days, it shall be moved to Step 3.

Step 3. Shall include the business agent or his designee and the company president or his/her designee. It is agreed that the company designee in Steps 1 and 2, shall not be the same company official in Step 3. A meeting will be held within ten (10) working days after receipt of the grievance to the Third Step. A written reply from the Company will be given to the Union within ten (10) working days after the meeting. If this reply is unsatisfactory, the Union may appeal to arbitration. (The Company also has the right to appeal to arbitration).

Any aggrieved employee shall have the right to be present at any stage of the grievance procedure in which his grievance is being considered. No employee may leave the job, take up, or settle a grievance without requesting permission from his immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions above outlined for attendance of an aggrieved employee.

No compensation will be paid in excess of the normal work schedule for time spent discussing or investigating grievance or other Union matters. The Company and the Union agree that a reasonable amount of time should be spent by Stewards in the performance of these duties.

The local Union or its authorized representative shall have the right to examine time sheets and other records pertaining to the computation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

All grievances must comply with the time limits set forth in this Article. A grievance not filed within the time limits set forth in this article shall constitute a bar to further action. Failure on the part of the Company to provide a timely reply

to a properly filed grievance shall constitute the award of the remedy sought. If either party feels extenuating circumstances should be considered in the default, those circumstances, after discussion with the other party, may be presented to the arbitrator to determine whether the merits of the case should be considered by the arbitrator.

## **ARTICLE 18 ARBITRATION PROCEDURE**

The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the five (5) working day period specified in the grievance procedure, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived. If either party feels extenuating circumstances should be considered in the default, those circumstances, after discussion with the other party, be presented to the arbitrator to determine whether the merits of the case should be decided by the arbitrator.

In the event the Union or Company submits a grievance to arbitration, a representative selected by the Union shall meet with a representative selected by the Company within five (5) working days of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the parties will petition the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators.

The arbitrator shall not have the power to add to or in any way modify, alter, or expand any terms of this Agreement, or any Agreement supplemental hereto, and the decision of the arbitrator shall be based upon the provisions of this Agreement.

The impartial arbitrator shall render an award within thirty (30) days after the close of the hearing, and the parties agree to comply with any award rendered under the terms of this Agreement within ten (10) working days after such award is rendered.

Each party shall bear its own expense with respect to the preparation and the presentation of the matter to the impartial arbitrator, and both parties shall bear equally in the expense of the arbitration proper, including the fee, of any of the arbitrator's and the cost of applying for a panel.

## ARTICLE 19 UNION REPRESENTATION

The Company will recognize the appointment of the union officers, and chief stewards, by the Local Union. Such appointments will be confirmed to the Company, in writing. Employees so appointed will maintain their designation until relieved in writing by the Local Union or transferred to a work unit outside of the scope of their appointment.

The Union may, upon written request to the Company, designate one (1) shop steward. Notwithstanding their position on the seniority list, the Union representative(s) so appointed shall be continued at work as long as there is sufficient work for which they are qualified under this Agreement at the base at which they are employed.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as the representative of the Union so long as such acts do not interfere with the conduct of Company business, nor shall there be any discrimination against any employee because of Union membership activities.

Mutual agreement between the Company and the Union for extension of time limitations governing the grievance procedure will not be considered a violation of the terms of the Agreement.

The Company agrees that a local union representative can enter the Company's premises, with appropriate DHS/I.C.E. clearance and approval, during working hours for the purpose of adjusting disputes and/or observing working conditions. When an International Union Representative, Local Union President, or designee wishes to enter the premises, a request will be made to the appropriate Company official to obtain DHS/I.C.E. clearance and approval.

In addition, if an International Union Representative, Local Union President, or designee desires to confer with a steward(s), the time of such meeting will set by mutual agreement between the Union and the Company.

Union representatives granted access to the Company's premises shall not interfere with the normal work duties of employees and/or the Company's operations.

The Union shall be notified of all hearings to be held in accordance with Article 17 in which it is not a participant and shall have the right to participate in such hearings.

## ARTICLE 20 MISCELLANEOUS

Employees covered by this Agreement shall be governed by the Company rules, regulations, and orders issued by the properly designated authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and no new Company rules, regulations, or orders will be considered effective until such new rules, regulations, or orders have been conspicuously posted in the working areas at least one (1) week prior to the effective date.

In the event there is any conflict between the provisions of this Agreement and Company policy applicable to employees covered by this Agreement, the provisions of this Agreement shall apply.

Employees shall be notified of all DHS rules and regulations as well as camp rules for Krome Detention Facility as soon as practicable and any changes to or new rules and regulations shall be effective immediately upon notice to the employee. Company will, where not prohibited by security rules, provide all employees with written copies of the new or changed rule or regulation. Where security rules prohibit the written distribution of the new or changed rule or regulation, employees shall be provided oral notice and verify in writing that they have been provided notice of and understand the new or changed rule or regulation on a form developed for that purpose which shall be maintained by Company as part of its corporate records. This provision is subject to the provisions of Article 17 of this Agreement.

Appearance of the masculine pronoun throughout this Agreement does not imply discriminatory practices on the part of the Company or the Union and shall apply equally to all female employees.

An employee shall have access to and the right to inspection of his/her personnel record in the presence of a Company representative during normal business hours.

The Union Business Representative, or designee, may review personnel records related to any specific discipline or discharge grievance. Such review will be made subject to the written permission of the employee involved and in the presence of designated representative.

The nature of the Company's business requires that uniformed and/or non-uniformed employees present an acceptable appearance. Hair, clothing, make-up, and accessories should neatly and reasonably conform to contemporary standards appropriate to the working environment and those generally accepted by the community in which the work is performed. The Company will not take administrative action unless the employee has been advised previously that his or her appearance is inappropriate.

The Company will provide a printed copy of this Agreement to current employees upon request within a reasonable time subsequent to notification of ratification by the Union.

Newly hired employees shall be provided a copy of this Agreement on his first day worked.

All payroll wages will be in the form of direct deposit. Standard deductions from an employees pay check will only include those deductions required by state or federal law.

## **ARTICLE 21 DISCHARGE OR SUSPENSION**

The employer shall not discharge nor suspend any employee without just cause. Termination or suspension of an employee will be accordance with the disciplinary process and approved by an official of the Company. For purposes of this Agreement revocation of an employee's security clearance by DHS is conclusively presumed to be just cause for termination.

In all cases involving the discharge or suspension of an employee, the Company must immediately notify the employee, in writing, of his discharge or suspension and reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the local Union office within one (1) workday from the time of discharge or suspension.

It is understood that the Company has the right to discipline or discharge an employee within fifteen (15) days after the Company learns an action has occurred which has established just and sufficient cause provided however that where Company is engaged in a legitimate internal investigation into the circumstances surrounding a potential discipline or discharge, Company shall so notify the Union of the fact of the investigation in which case this provision shall be tolled until conclusion of the investigation or for 30 days, whichever occurs first. Upon conclusion of an investigation, Company shall have fifteen (15) days to initiate any discipline or discharge action.

An employee upon discharge or resignation must be paid, in full for all wages owed him by the employer including earned and accrued vacation and sick pay, if any, within seven (7) days from the date of discharge or resignation.

A discharged or suspended employee must advise the local Union, in writing, within five (5) working days after receiving notification of such action against him, of the employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge or suspension.

The disciplinary process will be as follows:

Verbal counseling  
Written warning  
Suspension without pay  
Termination

All warnings will be documented and placed within the employee's file. An offense older than one (1) year will be dismissed and the process will begin in the same order as mentioned above. An employee that habitually demonstrates poor performance in a one (1) year period may be terminated.

## **ARTICLE 22 BULLETIN BOARDS**

The Company shall provide bulletin boards at appropriate locations and work areas for use of the Union. All notices placed on such Bulletin Boards shall relate solely to official Union business and shall be signed by a duly authorized representative of the Union. All notices must be approved by the Project Manager.

## **ARTICLE 23 SAVING CLAUSE**

If any provisions or the enforcement or performance of any provision of this Agreements or shall at any time be determined to be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement, or application of such provision to other persons or circumstances shall not be affected thereby.

In the event any provision of this Agreement becomes invalid due to the foregoing, the parties agree to meet immediately solely to negotiate replacement provisions for such invalid provisions within the limits of the law. If the parties are unable to agree upon such replacement provisions, the dispute shall be submitted to final and



binding arbitration, and the Arbitration Procedure set forth in Article 18 shall apply to such dispute.

#### **ARTICLE 24 PAY DAY**

Pay day will be bi-weekly, paid every other Friday. If pay day falls on a holiday, then pay day is the first business day prior to the regular Friday pay day. Employees shall be paid during working hours. It is understood and agreed, however, that if an employee elects to receive a hardcopy check when an employee is laid off, his wages become due within three (3) working days, Saturday, Sundays and Holidays excluded.

#### **ARTICLE 25 CLOTHING ALLOWANCE**

The Employer will provide or make available the following apparel and equipment to the employees;

- A) Five (5) sets of uniforms annually, to be retained by the employee. Replacement of said uniforms will be done when rendered unsuitable through normal wear and tear or accidental damage of the uniform. If no longer suitable as work uniform, company name and logo will be removed.
- B) One (1) set of outdoor gear per life of contract (will be replaced sooner if needed) for HVAC, Electrician, GMWs, Janitors (regular and PHS), Gardener, Gardener Assistant and Order filler.
- C) Appropriate safety shoes will be provided to those in classifications which require the use of the safety shoes (i.e. HVAC, Electricians, GMWs, ) or in lieu thereof \$75.00 annually to be paid to appropriate employees. Janitors and Food Service employees will be provided with \$50.00 annual for the purchase of appropriate rubber soled safety shoes.

**ARTICLE 26  
TRANSFER OF COMPANY TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. This Article understands that the parties hereto shall not use any leasing devise to a third party to evade this contract. The employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union no later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

**ARTICLE 27  
LEAVES OF ABSENCE**

Personal Leave of Absence Without Pay

An employee desiring a leave of absence from his employer must secure written permission from the employer.

Personal leaves of absence shall not exceed six (6) months in duration and in increments of not less than thirty (30) days at a time. Approval for a personal leave of absence shall be based on the ability to meet operation requirements.

Employees on personal leave of absence shall continue to accrue seniority for a period not to exceed six (6) months.

The employer in its sole discretion may grant a leave of absence without pay.

Medical Leave of Absence

Time off without pay after exhaustion of any sick leave and or vacation, will be provided for documented sickness or injury to the employee or family members which render an employee unable to perform work. Said period shall not exceed one (1) year, but may be extended month by month for up to an additional twelve (12) months.

Employees on medical leave of absence shall continue to accrue seniority for the entire period of their leave.

### Military Leave

Employees entering the military or naval service, Red Cross or other combat relief service or conscripted civil service of the United States during the life of this Agreement will be placed on military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and will retain their seniority while in such service and be returned to their former position upon honorable discharge from service providing they are physically and mentally capable of working.

An employee who is a member of a military reserve unit and who is required to participate in active training will be granted a leave of absence without pay for the period of such training duty not to exceed thirty (30) calendar days in any year. The employee will continue to accrue vacation and sick leave while on authorized military leave.

An employee applying for leave under this Article will give the Employer at least ten (10) working days notice prior to reporting date if possible.

A military leave does not cause a break in service, providing the employee returns to work in accordance with the terms of his leave and the Selective Service Acts.

### Death in the Immediate Family

An employee shall be granted up to three (3) days paid leave per year due to death in the immediate family. Two (2) additional paid days per year will be granted if the employee is required to travel outside the State of Florida to attend the funeral, memorial service or to assist with bereavement details. Bereavement leave will be consistent with regular scheduled workdays. The immediate family shall include spouse, mother, father, current step-parents, current mother-in-law or father-in-law, children, current step-children, brother, sister, son-in-law, daughter-in-law, grandparents, spousal grandparents, grandchildren, and (if living in the employee's home) foster children.

### Family Medical Leave

The Employer shall follow all laws applicable in offering family medical leave as written in the Family Medical Leave Act (FMLA), except as modified by this Agreement, including paying all benefits required by law while employee is on the leave. Request for FMLA shall be the exclusive responsibility of the employee.

**ARTICLE 28**  
**ALCOHOL, DRUGS AND FIREARMS**

No illegal or unauthorized drugs, related paraphernalia, intoxicating beverages or person under the influence of drugs, stimulants or alcohol are allowed on company owned or operated premises, work location or within company or contract vehicles. Possession of firearms and other weapons are also prohibited.

Illegal drugs include marijuana and other controlled substances not prescribed by a licensed physician for use by the person possessing and/or ingesting them.

Unauthorized drugs include prescribed drugs brought on the premises without prior notification to the company where an employee's use of the prescribed drugs may adversely affect performance or behavior. All employees must undergo pre-employment drug screening, annual random drug testing as well as being subject to "reasonable suspicions" testing as set forth in Article 14.

Any employee violating this Article will be subject to disciplinary action up to and including termination.

DHS must be notified of all positive drug tests which will result in the employee's security clearance automatically being cancelled. Cancellation of security clearance will result in immediate termination.

**ARTICLE 29**  
**WORK PERFORMANCE AND APPRAISALS**

Employees may be expected to follow established standards. Employees may be counseled to improve in areas that the Employer feels need to be improved.

Following are serious infractions of company policy that may result in immediate termination:

1. violation of DHS security regulations (notice of regulations and camp rules to be provided to employees upon employment and when updated or changed by DHS)
2. stealing or dishonesty

3. drugs or alcohol possession or use on the job
4. possession of weapons on the job
5. violence or threat of violence
6. Serious disregard for safety practices and rules
7. Serious misuse of company property or materials
8. Serious infraction of client relationship
9. Serious excessive absences or tardiness
10. Gross insubordination
11. Notification from DHS of a rescission of employee's security clearance
12. Falsification of records
13. Refusal to take or failure to pass drug test authorized by law, Executive Order or Article 14 of this Agreement.

### **ARTICLE 30 OUTSIDE EMPLOYMENT**

The employer will not interfere with outside interests or financial dealings of any employee. However, if an employee has outside employment, he will notify the company and will give his full attention to his job duties while at work at Krome.

### **ARTICLE 31 PROMOTIONS AND VACANCIES**

Vacancies within the bargaining unit shall be posted and filled in accordance with this Article.

Permanent vacancies within all classifications, with its pertaining shift and days off, will first be offered, in seniority order, among those already holding the particular classification to be filled. Temporary vacancies of thirty (30) working days or more will be offered, in seniority order.

When the Company determines that a vacancy exists within a classification, a Notice of Vacancy shall be posted for a period of seven (7) working days. Interested employees, within the classification, should sign the Notice indicating

his/her desire to be awarded the position. Award of the vacancy will be granted to the most senior qualified person on the Notice.

When a vacancy occurs within a higher classification, those currently holding the classification shall be first offered the shift and days off of the vacancy. The remaining shift and days off shall be processed in the same manner as above.

Employees awarded a promotional vacancy shall serve a thirty (30) day probationary period and the Company will provide full cooperation and training.

Employees who fail to meet the standards of the position within the probationary period shall be returned to their original position, unless a more senior qualified employee has exercised his/her rights to that position. In such case, the returning employee shall displace the most junior employee. Employees failing to qualify will be given the reason(s) for such disqualification, in writing.

## **ARTICLE 32 HEALTH AND WELFARE INSURANCE**

Beginning April 1, 2005, the company will pay \$2.59 per hour up to 40 hours per week into a union employee health plan.

Beginning April 1, 2006, the company will pay \$2.80 per hour up to 40 hours per week into a union employee health plan.

Beginning April 1, 2007, the company will pay \$3.05 per hour up to 40 hours per week into a union employee health plan.

## **ARTICLE 33 401(k)**

The Employer will participate in the Teamsters 401(k) Plan. The employees may contribute up to twenty-five percent (25%) of their gross wages and the Employer will match employee contributions up to 3% of gross wages.

**ARTICLE 34  
WAGES**

Following are the wages to be paid by the Employer effective April 1, 2005 upon ratification of the collective bargaining agreement:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
HVAC	\$19.50	\$20.09	\$20.69
Electrician	\$22.50	\$23.18	\$23.87
Lead General Maint. Worker	\$20.50	\$21.12	\$21.75
General Maint. Worker	\$18.50	\$19.06	\$19.63
Lead Janitor	\$13.00	\$13.39	\$13.79
Floor Technician	\$12.75	\$13.13	\$13.53
Janitor	\$12.00	\$12.36	\$12.73
Order Filler	\$12.65	\$13.03	\$13.42
Cook II	\$16.00	\$16.48	\$16.97
Cook I	\$12.27	\$12.64	\$13.02
Lead Gardner	\$13.50	\$13.91	\$14.32
Gardner	\$12.00	\$12.36	\$12.73

**ARTICLE 35  
NO STRIKE AND NO LOCK OUT**

As this Agreement provides for the amicable adjustment of any and all disputes and grievances, the Company agrees not to lock out any employee or group of employees while this Agreement is in effect, and the Union agrees that it will not cause or call a strike, sit-down, stay-in, or slowdown, nor engage in any sympathy strike.

If any work stoppage, strike, slow-down or other job action occurs during the term of this Agreement, the Employer shall notify the Union by telefax of such

action. After receipt of such notice, the Union shall use every reasonable means available, including, but not limited to the imposition of union discipline, to secure the cessation of the work stoppage, strike, slow-down or other job action.

**ARTICLE 36  
DURATION OF AGREEMENT**

This Agreement shall become effective on the date the Union officially notifies the Company that the Agreement has been ratified and shall thereafter continue in full force and effect through March 31, 2008 in accordance with the provisions herein mentioned.

The parties acknowledge that during the negotiations which resulted in this Agreement each and the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Each of the parties agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

This Agreement shall continue in full force and effect, through March 31, 2008 and shall renew itself without changes for an additional year unless written notice of intended changes is served by either party hereto at least sixty (60) days prior to March 31, 2008 or if renewed by March 31 of the subsequent year.

IN WITNESS WHEREOF, the parties have signed this Agreement this

For: AHTNA Group.

Carolyn Craig

For: International Brotherhood of  
Teamsters, AFL-CIO  
Local 769

Mary D. Jones  
Bus. Rep.



**ATTACHMENT A  
SENIORITY GROUPS**

**Operations & Maintenance:**

HVAC

Electrician

Lead General Maintenance Worker

General Maintenance Worker

**Custodial:**

Lead Janitor

Janitor

Floor Tech

**Commissary:**

Order Filler

**Food Service:**

Cook II

Cook I

**Landscape Maintenance:**

Lead Gardner

Gardner

KMO

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 02/14/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ANTNA TECHNICAL SERVICES INC 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 0850091940000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-08-C-00006 10B. DATED (SEE ITEM 11) 09/25/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is amended.  is not amended. 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 number. 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 hour and date specified.

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing offer, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.109(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) far 43.103(a) option extension

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 UIC section numbers, including solicitation/contract subject matter where feasible.)

Tax ID Number: 92-0173111  
 DUNS Number: 085009194  
 Program POC (COTR): Phil Baglio 305-207-2001  
 Alternate COTR: David Scroggs 305-207-2001  
 Procurement POC: Paul Previch 202-353-4019

The purpose of this modification is to extend services under this contract until July 31, 2008 with an option to extend further as requested by the government. Clause 52.217-8 Option to Extend Services applies. The funding for this period will be included on task order HSCEDM-08-J-00054.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 5.1 or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Carolyn Craig Pres/CEO		17A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACTOR/OFFICER <i>Carolyn Craig</i> (Signature of person authorized to sign)		17B. UNITED STATES OF AMERICA <i>James D. Adams</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 2-26-08		17C. DATE SIGNED 2-28-08	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCEDM-08-C-00006/P00001	2	2

NAME OF OFFEROR OR CONTRACTOR  
**AHTNA TECHNICAL SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 10/01/2007 to 07/31/2008				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05/09/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) AHTNA TECHNICAL SERVICES INC 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0850091940000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-08-C-00006	10B. DATED (SEE ITEM 11) 09/25/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) far 43.103(a) , 52.217-8

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.)

Tax ID Number: 92-0173111  
DUNS Number: 085009194  
Program POC (COTR): Phil Baglio 305-207-2001  
Alternate COTR; David Scroggs 305-207-2001  
Procurement POC: Paul Previch 202-353-4019

The purpose of this modification is to extend services under this contract until September 30, 2008. Clause 52.217-8 Option to Extend Services applies. The funding for this period will be included on task order HSCEDM-08-J-00054.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Carolyn Craig - President/CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James P. Adams
15B. CONTRACTOR/OFFEROR Carolyn Craig (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA James P. Adams (Signature of Contracting Officer)
15C. DATE SIGNED 5-19-08	16C. DATE SIGNED 5-19-08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-08-C-00006/P00002

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same.  Period of Performance: 10/01/2007 to 09/30/2008				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 08/01/2008	4. REQUISITION/PURCHASE REQ. NO. FMI-09-021	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AHTNA TECHNICAL SERVICES INC 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0850091940000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-08-C-00006	
		10B. DATED (SEE ITEM 11) 09/25/2007	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

NONE000-0000 BA 31-11-00-000 18-61-0500-4 5-00-00-00 GE-25-90-00- --- --- --- FMI

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

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

**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: 085009194  
 Program POC (COTR): Phil Baglio 305-207-2001  
 Alternate COTR; David Scroggs 305-207-2001  
 Procurement POC: Paul Preovich 202-353-4019

The purpose of this modification is to extend the period of performance on this contract from 9/30/2008 to 12/31/2008.

All other terms and conditions remain the same.  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	James D. Adams
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED
	8/1/08
	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-08-C-00 006/P00003

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2 2

NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>Delivery: 30 Days After Award Discount Terms: <span style="border: 1px solid green; padding: 2px;">(b) (2) Low Net 30</span> Delivery Location Code: KRO KROME SPC 18201 South West 12th Miami FL 33194  FOB: Destination Period of Performance: 10/01/200 7 to 12/31/2008  Add Item 0009 as follows:  Extension of contract Product/Service Code: Z166  Accounting Info: <span style="border: 1px solid green; padding: 2px;">NONE000-000 BA 31-11-00-000</span> <span style="border: 1px solid green; padding: 2px;">18-61-0500-45-00-00-00 GE-25-90- 00- ----- FMI</span> \$0.00 (Subject to Availability of Funds)</p>		EA	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 10/01/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AHTNA TECHNICAL SERVICES INC 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0850091940000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-08-C-00006	10B. DATED (SEE ITEM 11) 09/25/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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) mutual agreement of the parties

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: 085009194  
 Program POC (COTR): Phil Baglio 305-207-2001  
 Alternate COTR: David Scrogs 305-207-2001  
 Procurement POC: Paul Previch 202-353-4019

The purpose of this modification is to incorporate the pricing proposal provided by Ahtna Technical Services Incorporated to extend the current contract until December 31, 2008. T prices effective October 1, 2008 are as follows:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) CAROLYN CRAIG Pres/CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL W PREVICH	
15B. CONTRACTOR/OFFEROR Carolyn Craig (Signature of person authorized to sign)	15C. DATE SIGNED 10-6-08	16B. UNITED STATES OF AMERICA Paul Previch (Signature of Contracting Officer)	16C. DATE SIGNED

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  
HSCEDM-08-C-00006/P00004

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2 2

NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 0001 Custodial \$67,994 per month                      CLIN 0002 PHS Custodial \$19,735 per month                      CLIN 0003 Facilities Repair &amp; Maintenance \$204,884 per month                      CLIN 0004 Landscaping \$13,016 per month                      CLIN 0005 Detainee Stipend (Voluntary Work) \$1.00 per day                      CLIN 0006 Detainee Accounting \$10,083 per month                      CLIN 0007 Trash \$9,023 per month                      CLIN 0008 T&amp;M Emergency Repairs \$5,000 per job (maximum)</p> <p>The following clause applies:                      FAR 52.232-19 Availability of Funds for the Next Fiscal Year: Funds are not presently available for performance under this contract beyond September 30, 2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.</p> <p>All other terms and conditions remain the same.                      Period of Performance: 10/01/2007 to 12/31/2008</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) AHTNA TECHNICAL SERVICES INC 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		(*) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)
CODE 0850091940000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEDM-08-C-00006	10B. DATED (SEE ITEM 11) 09/25/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of the 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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)

Tax ID Number: 92-0173111  
DUNS Number: 085009194  
Program POC (COTR): Phil Baglio (305) 207-2001  
Alternate COTR: David Scroggs (305) 207-2001



The purpose of this modification is to extend maintenance services at the Krome SPC through March 31, 2009 from December 31, 2008.  
Funding is covered under HSCEDM-08-J-00054/P00013.

All other terms and conditions remain the same.

FOB: Destination

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Al Martina, Senior VP	15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/15/08	15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	15F. DATE SIGNED 17 Dec 08
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NAME OF OFFEROR OR CONTRACTOR  
AHTNA TECHNICAL SERVICES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	<p>Period of Performance: 10/01/2007 to 03/31/2008</p> <p>Add Item 0010 as follows:</p> <p>Extension of Contract Product/Service Code: Z166 Procurement POC: Sunny Kim (202) 732-2259</p> <p>Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail:               DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact &amp; # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <p>(i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit</p> <p>Continued ...</p>				0.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
**HSCEDM-08-C-00006/P00005**

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NAME OF OFFEROR OR CONTRACTOR  
**AHTNA TECHNICAL SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p>				