

Company Name:  
Ahtna Technical Services

Contract Number:  
HSCEOP-07-C-00019 (HSCEOP07C00019)

Order Number:  
Not Applicable

Solicitation Number:  
Not Available

Requisition/Reference Number:  
FNY070013

Latest Modification Processed:  
P00012

Period of Performance:  
Through 12/26/2010

Services Provided:  
Operation of the Varick Federal Detention Processing Facility at 201 Varick Street, New York, New York (NY) 100014.

2. CONTRACT (Proc. Inst. Ident.) NO. HSCEOP-07-C-00019 3. EFFECTIVE DATE 09/24/2007 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FNY070013

5. ISSUED BY CODE ICE/DM/DC-DC 6. ADMINISTERED BY (If other than Item 5) CODE ICE/DM/DC-DC  
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) AHTNA TECHNICAL SERVICES INC ATTN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658  
 8. DELIVERY  FOB ORIGIN  OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT b2Low  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12

11. SHIP TO/MARK FOR CODE U.S. Dept of Homeland Security U.S. Immigration & Customs Enforcemt Detention and Removal Operations 201 Varick Street New York NY 10014  
 12. PAYMENT WILL BE MADE BY CODE U.S. DEPT. OF HOMELAND SECURITY U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800 WASHINGTON DC 20536

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304 (c) ( )  41 U.S.C. 253 (c) ( 5 ) 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$13,687,499.84

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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.)  
 19A. NAME AND TITLE OF SIGNER (Type or print) CAROLYN CRAIG  
 19B. NAME OF CONTRACTOR  
 19C. DATE SIGNED 9/20/07  
 18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 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.  
 20A. NAME OF CONTRACTING OFFICER Deborah Locke  
 20B. UNITED STATES OF AMERICA  
 20C. DATE SIGNED 9/24/07  
 BY Carolyn Craig (Signature of person authorized to sign)  
 BY Deborah Locke (Signature of the Contracting Officer)

**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)
	<p>Tax ID Number: 92-0173111 DUNS Number: 085009194 THE CONTRACTOR SHALL NOT ACCEPT INSTRUCTION THAT WOULD RESULT IN ANY CHANGE TO THE SUPPLIES/SERVICE HEREIN BY ANY PERSON OTHER THAN THE ISSUING OFFICE'S CONTRACTING OFFICER WHO IS: DEBORAH LOCKE <b>b2Low</b></p> <p>THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) IS JOHN WASHINGTON, CHIEF OF THE DETENTION ACQUISITION SUPPORT UNIT, OFFICE OF DETENTION AND REMOVALS, <b>b2Low</b> AT THE ADDRESS IN BLOCK #12.</p> <p>This contract is awarded under the auspices of FAR 19.801-1(b)(2). The SBA district office for this contractor is:</p> <p>US Small Business Administration Anchorage District Office 510 L Street, Suite 310 Anchorage, Alaska 99501-1952 ATTN: Janet I. Johnson, Business Specialist for 8(a) Business Development <b>b2Low</b> telephone fax</p> <p>Accounting Info: <b>b2Low</b></p> <p>FOB: Destination Period of Performance: 09/24/2007 to 12/26/2010</p>				
0001	<p>Phase-in period services in conformity with the transition timeline appearing at pages 130 and 131 of the Technical Response, as attached. The period of performance of CLIN 0001 is from September 24, 2007 through December 31, 2007. This CLIN is firm fixed price. Obligated Amount: <b>b4</b></p> <p>Delivery: 09/24/2007 Period of Performance: 09/24/2007 to 12/31/2007</p>	99	DA	<b>b4</b>	<b>b4</b>
0002	<p>Operation of Detention Processing Facility at 201 Varick Street, New York, NY 10014, SUBJECT TO NOTICE TO PROCEED based upon satisfactory completion of phase-in requirements. See Performance Work Statement for required performance thresholds. This CLIN shall be Continued ...</p>	56	DA	<b>b4</b>	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	invoiced monthly. The period of performance of CLIN 0002 is from January 1, 2008 through February 26, 2008. This CLIN is firm fixed price. Obligated Amount: : b4  Delivery: 01/01/2008 Period of Performance: 01/01/2008 to 02/26/2008				
0003	Transportaton services for the movement of detainees as described in PWS. This CLIN is SUBJECT TO NOTICE TO PROCEED based upon satisfactory completion of phase-in requirements. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 75% of the miles on this CLIN. The period of performance of CLIN 0003 is from January 1, 2008 through February 26, 2008. This CLIN is a fixed rate (JTR) reimbursed on actual usage. Obligated Amount: \$ b4  Delivery: 01/01/2008 Period of Performance: 01/01/2008 to 02/26/2008	84558	DH		b4
1001	Operation of Varick Street facility for Option Year One for the period February 27, 2008 through February 26, 2009. See Performance Work Statement for required performance thresholds. This CLIN shall be invoiced monthly. This CLIN is firm fixed price.  Amount: b4 (Option Line Item) 02/27/2008  Delivery: 02/27/2008 Period of Performance: 02/27/2008 to 02/26/2009	12	MO	b4	0.00
1002	Transportaton services for the movement of detainees as described in PWS. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 500,000 miles on this CLIN. The period of performance of CLIN 1002 is from February 27, 2008 through February 26, 2009. This is an option line item. This CLIN is a fixed rate (JTR) reimbursed on actual usage. Amount: : b4 Option Line Item) Continued ...	555976	DH	b4	0.00

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AHTNA TECHNICAL SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	02/27/2008  Delivery: 02/27/2008 Period of Performance: 02/27/2008 to 02/27/2009  Operation of Varick Street facility for Option Year Two for the perod February 27, 2009 through February 26, 2010. See Performance Work Statement for required performance thresholds. This CLIN shall be invoiced monthly. This CLIN is firm fixed price.  Amount: \$ b4 Option Line Item) 02/27/2009  Delivery: 02/27/2009 Period of Performance: 02/27/2009 to 02/26/2010	12	MO	b4	0.00
2002	Transportaton services for the movement of detainees as described in PWS. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 500,000 miles on this CLIN. The period of performance of CLIN 2002 is from February 27, 2009 through February 26, 2010. This is an option line item. This CLIN is a fixed rate (JTR) reimbursed on actual usage. Amount: \$ b4 Option Line Item) 09/24/2008  Delivery: 02/27/2009 Period of Performance: 02/27/2009 to 02/27/2010	606520	DH	b4	0.00
3001	Operation of Detention Processing Facility at 201 Varick Street, New York, NY 10014. See Performance Work Statement for required performance thresholds. This CLIN shall be invoiced monthly. This CLIN is an option line item. Amount: \$ b4 Option Line Item) 09/24/2009  Delivery: 02/27/2010 Period of Performance: 02/27/2010 to 12/26/2010	10	MO	b4	0.00
3002	Transportaton services for the movement of detainees as described in PWS. This CLIN shall be invoiced on actual mileage and not estimated. Continued ...	606520	DH	b4	0.00

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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>Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 500,000 miles on this CLIN. The period of performance of CLIN 3002 is from February 27, 2010 through December 26, 2010. This is an option line item. This CLIN is a fixed rate (JTR) reimbursed on actual usage. Amount: . b4 Option Line Item) 09/24/2009</p> <p>Delivery: 09/24/2009 Period of Performance: 02/27/2010 to 12/26/2010</p> <p>INVOICE INSTRUCTIONS:</p> <p>***THE CONTRACTOR SHALL INVOICE ONLY ACTUAL MILEAGE IN PERFORMANCE OF THE CONTRACT. FOR EXAMPLE, AN INVOICE SUBMITTED FOR ONE MONTH SHALL REFLECT ONLY ACTUAL MILEAGE DURING THAT MONTH AND NOT MERELY 1/12 OF THE TOTAL ANNUAL QUANTITY FOR THAT CLIN OR SUBCLIN.***</p> <p>Send one original invoice to the COTR at the address in block #12. The COTR must determine if goods/services have been received and accepted.</p> <p>Contractor shall not mail invoices directly to the Dallas Finance Center (DFC). Dallas Finance Center will not process any invoices without proper certification.</p> <p>Also a copy of the invoice shall be send to: U.S. Department of Homeland Security Immigration and Customs Enforcement Attn: Johanna Klema Office of Acquisition Management Suite 2208 425 I Street N.W. Washington, D.C. 20536</p> <p>The total amount of award: \$79,161,451.52. The obligation for this award is shown in box 15G.</p>				

## SECTION C - Description/Specifications

### **PERFORMANCE WORK STATEMENT**

#### 1 Definitions

ACA: American Correctional Association.

ALDF: Adult Local Detention Facilities.

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.

ALIEN: Any person who is not a citizen or national of the United States.

BOOKING: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.

CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.

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.

CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.

CONTRACTING OFFICER: An employee of the government 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.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.

DESIGNATED SERVICE OFFICIAL: An employee of U. S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

DETAINEE: Any person confined under the auspices and the authority of any Federal agency.

Many of those being detained may have substantial and varied criminal histories.

DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:

Detainee, Personal Property  
Receipts, Visitors List, Photographs  
Fingerprints, Disciplinary Infractions  
Actions Taken, Grievance Reports, Medical  
Records, Work Assignments, Program Participation  
Miscellaneous Correspondence, etc.

DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees 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 and personal interaction with detainees.

ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.

ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.

ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

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.

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

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).

GRIEVANCE: A written complaint filed by a detainee with the facility administrator



concerning personal health/welfare or the operations and services of the facility.

**IMMEDIATE RELATIVES:** Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

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

**MEDICAL RECORDS:** Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.

**MEDICAL SCREENING:** A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.

**ON CALL/REMOTE CUSTODY OFFICER POST:** These posts shall be operated on demand by the COTR and shall include, is not limited to, escorting and custody of detainees for hearings, ICE interviews, and any other location requested by the COTR.

**QUALIFIED HEALTH PROFESSIONAL:** Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.

**RESPONSIBLE PHYSICIAN:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

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

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

**SALLYPORT:** An enclosure situated either in the perimeter wall or fence to 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.

**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.

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

STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.

WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

## 2 Introduction

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.

The Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

An existing facility shall be provided to accommodate up to 250 detainees at a single site. In addition, the institution shall include a special housing unit (segregation) with a capacity of at least 10 percent of the facility rated capacity.

The facility shall be located within the geopolitical boundaries of New York, New York. The facility shall be located within a fifty (50) mile radius of Newark, New Jersey International Airport with appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security, ICE Detention and Removal Operation (DRO). ICE Detention and Removal promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed

in safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

Within 99 days following contract award, the Contractor shall notify the Contracting Officer (CO) the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if the CO, upon verification of DRO, determines the Contractor is capable of accepting detainees. This 99 day phase in period shall conform to the Phase in Timeline as shown at Attachment 7 to Section J of this Contract.

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract, thus ensuring the safety and security of the community. Therefore ICE may perform numerous assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If the CO determines the Contractor is capable of accepting detainees, the NTP will be issued. The Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO. The Contractor does not have a right of refusal and shall take all referrals from ICE. The contractor is prohibited from constructing any additional beds space or facilities at the contract location without the prior written approval of the CO.

### 3 General

All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor shall comply with, DHS, ICE regulation, Congressional mandate, Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current Functional Areas (as outlined in the Performance Requirement Summary), ICE Detention Standards, and American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities (ALDF).

If applicable, the Contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has

been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail. All policies referred to in this document can be referenced in the agency's on-line website.

This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

All records related to contract performance should be retained in a retrievable format for three (3) years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract.

The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.

The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in

writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the CO. The Contractor shall promptly make public announcements stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

### 3.1 Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth herein. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

### 3.2 Inspection by Regulatory Agencies

Work described in the contract, is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

### 3.3 Performance Evaluation Meetings

The Contractor's representatives shall meet with the COTR(s) and the CO on a regular basis as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the Contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The Contractor's representative shall sign written minutes of

these meetings and the Government's representative. Within five calendar days of Receipt of the signed minutes, the Contractor shall respond, in writing, to the CO, concerning any areas of disagreement.

#### 4 Quality Control and Assurance

##### 4.1 Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. In compliance with the Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed, the Contractor must provide a quality control plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A NTP will be issued upon CO concurrence of the QCP.

The plan must include:

- A description of the inspection system to cover all services listed on the Performance Requirements Summary (PRS). The description must include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventive actions taken.

The records of inspections must be kept and made available to the CO, when requested, through the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

##### 4.2 Quality Assurance (QA)

The Government quality assurance is comprised of the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government's QA program is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the tasks. When the Contractor is advised of any unsatisfactory condition(s), the Contractor shall submit a written report to the CO addressing corrective/preventive actions taken. The Contracting Officer's Technical Representative (COTR) may check the Contractor's performance and document any non-compliance, but only the CO may take formal action against the Contractor for unsatisfactory performance. There may be several COTRs designated for this contract. The COTRs will be

designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in Contractor's Failure to Perform Required Services. The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

## 5 Administration and Management

### 5.1 Manage Information System for Collecting, Retrieving, Storing, and Reporting Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

### 5.2 Manage Receiving and Discharge of Detainees

The Contractor shall comply with ICE policy on Admission and Release when entering detainee admission and release data.

ICE detainees shall be fingerprinted and photographed in accordance with ICE policy on Admissions Documentation. The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population. A psychological screening shall be conducted and provided by USPHS within 24 hours of arrival at the facility.

The Contractor shall provide a detainee classification system that ensures detainees are classified appropriately using objective criteria, and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general population.

### 5.3 Manage and Account for Detainee Assets (funds, property)

The Contractor shall have a written standard procedure for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

## 6 Security/Control/Detainee Accountability

### 6.1 Reserved

### 6.2 Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose

compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

Policy and procedures shall require that security risk and those classified controlled tools and equipment most likely to be used in as escape or as a weapon is issued to detainees only under direct staff supervision.

A contraband control program shall be established in accordance with ICE policy and the ACA standards on the control of contraband.

#### 6.3 Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program, which is consistent with ICE sexual awareness policy. This program shall include training that is given separately to both staff and detainee alike.

#### 6.4 Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE Disciplinary policy. Facility authorities will take disciplinary action against any detainee that is not in compliance with the rules and procedures of the facility.

#### 6.5 Maintain Detainee Accountability

A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum of 90 days. Count records must be available for review and secure from the detainee population.

#### 6.6 Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues affecting safety, security and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.



## 6.7 Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of the ICE policy for Security Inspections.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents or criminal activity to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force; assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults.

## 6.8 Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP. The plan shall receive the concurrence of the CO prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

The CO shall be notified immediately in the event of an escape. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy regarding Emergency Plans.

The Contractor shall submit to the CO a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this contract. The CO, prior to issuance of the NTP, shall give concurrence to/concurred with the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE policy on Use of Force.

The Contractor shall have written plans, agreements, personnel, vehicles, etc to be able to completely evacuate all detainees in a safe and secure manner in the event of a National Emergency within 24 hours of being notified.

#### 6.9 Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor must comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor will inform all personnel of the confidential nature of detainee information.

The Contractor will restrict access of data information pertaining to detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties.

In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Contractor may not disclose information obtained pertaining to detainees to a third party without written permission from the COTR. The Contractor is required to develop a procedural system to identify and record unauthorized access, or attempts to access detainee information. The Contractor will notify the ICE point of contact within four (4) hours of a security incident.

### 7 Workforce Integrity

#### 7.1 Manage Facility Staff

The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on the reporting and investigating standards of conduct violations.

#### 7.2 Manage and Administer Staff Resources

Written policy, procedure and practice shall provide that all staff, to include volunteers, receive standard of conduct training prior to EOD and on an annual basis as part of the institution's in-service training plan.

Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case managers, counselors, psychology services staff, chaplainry staff, correctional officers, investigator officials, health/mental health care providers, etc.).

The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-approved federal, state, or county training academy or program. The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations.

### 7.3 Manage Personnel Requirements

It is essential all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of professionalism and personal integrity.

The Contractor shall develop written standards of conduct, to include those standards outlined in **Attachment 1**. These standards shall be maintained as a part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures in **Attachment 1** in the reporting and investigating standards of conduct violation(s). Prior to employees entering on duty (EOD) at the facility, the Contractor shall ensure the following steps are completed for each applicant as noted below:

1. A pre-employment interview
2. Law enforcement agency checks covering the past five years
3. Employment vouchering for the last five years
4. Employment Eligibility Verification (ICE Form I-9)
5. Credit check (Described in the Fair Credit Reporting Act)
6. FBI Name and Fingerprint forms completed
7. National Crime Information Centre (NCIC) check
8. National Law Enforcement Telecommunication System (NLETS) check
9. Conditional Offer of Employment
10. Urinalysis
11. Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants receiving conditional offer. (**Free Electronic Version of SF-85P and 85P-S available at <http://fillform.gsa.gov>**)
12. Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved equivalent)
13. Notify CO of scheduled EOD and Limited Background Investigation (LBI) initiation

Contractor responsibilities subsequent to EOD:

14. Notification to CO of actual EOD within 24 hours

15. Receipt and review of LBI report
16. Notification to CO of decision regarding employment

The Contractor shall utilize the Pre-employment Interview Questionnaire and Guidelines of Acceptability (Guidelines) for job applicants as noted in Step 1 above (available to the Contractor after award). There may be occasions where a job applicant's past behavior is defined as unacceptable by the Guidelines, but the Contractor still desires to select the applicant. In this case, the Contractor shall request the Guidelines be waived. This waiver request shall be submitted to the CO in writing and include: 1) the details and circumstances surrounding the applicant's behavior which is outside the Guidelines; 2) the reason(s) why the applicant should receive further consideration; and, 3) the availability of other suitable applicants.

The Contractor shall fingerprint all applicants using ICE supplied forms. Completed fingerprint forms and the SF 85P and SF 85P-S with original signatures and dates must be submitted to the CO for each applicant offered conditional employment. ICE will initiate the National Agency Check, which includes the FBI name and fingerprint check. ICE will ordinarily advise the Facility Director or designee of the results of name and fingerprint checks within 90 working days of submission to the FBI. The Contractor shall complete Steps 1 - 6 on each prospective employee prior to submitting information required by Steps 7 and 8 to the CO for completion.

The Facility Director or designee of the facility shall be the Contractor's liaison for the processing of data required for ICE to conduct NCIC/NLETS, name and fingerprint checks. The information listed below shall be provided for each on-site applicant, to include sub-contractor personnel and volunteers: full name (with aliases, maiden name if applicable, or other names used); date of birth; gender; place of birth; social security number and race. Included with this information, the Facility Director or designee shall certify Steps 1 - 6 above have been accomplished with satisfactory results for each applicant.

ICE may require additional information to process NCIC/NLETS and name checks. Therefore, the Contractor's employment application document shall contain information regarding: applicant height, weight; eye and hair color, markings, scars, tattoos, citizenship, driver's license number and State of issue, and current address.

The Contractor shall keep ICE apprised of the volume of applicants. ICE will ordinarily advise the Facility Director or designee of the results of applicant NCIC/NLETS checks within seven working days following receipt of accurate NCIC/NLETS data from the Contractor.

Based upon the Facility Director's certification and the results of the NCIC/NLETS, ICE will grant conditional approval for the applicant to work under the terms of this contract. Upon receipt of this approval, the Contractor may grant the applicant a conditional offer of employment. The Contractor shall provide the CO with advance written notification of all employees' scheduled EOD and shall notify the CO in the event of any subsequent changes.

All applicants who are offered conditional employment by the Contractor shall be subject to urinalysis testing. If the test is positive, the applicant is prohibited from working with Federal

detainees. All applicants who have been offered conditional employment by the Contractor must complete the SF 85P Questionnaire for Public Trust Positions or approved equivalent. Additionally, those employees who will be authorized to carry weapons in the course of their employment under this contract must complete the SF 85P-S Supplemental Questionnaire for Selected Positions or approved equivalent. The information contained on the Contractor-developed form will become part of the background investigation for these selected positions.

The Contractor shall ensure a LBI check, as prescribed in the Scope and Coverage of a Limited Background Investigation **Attachment 2** is requested and all appropriate information received, by the Contractor-designated entity responsible for completing the LBI, prior to an employee's EOD.

Within one year of each on-site employee's EOD, the Contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigations, outlined in **Attachment 2**, of the contract. The Contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the CO within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames may be requested from the CO on a case-by-case basis.

The Contractor's determination regarding the retention of an employee shall be in writing and forwarded by the Facility Director to the CO with copies of the information obtained in Steps 1 - 5, 12 and 15. There may be occasions where derogatory information contained in the employee's LBI is defined as unacceptable by the Adjudication Standards, but the Contractor still desires to retain the employee. In these cases, the Contractor shall submit a written request for waiver of the Acceptability Standards to the CO, which includes the details and circumstances surrounding the employee's behavior, and the reason(s) why the employee should be retained.

ICE will be the final approval authority for all Contractor staff that work with Federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Persons with previous misdemeanor criminal convictions or a felony conviction, who are not under supervision, may be considered for employment; however, ICE shall approve all such cases. ICE shall give consideration to such factors as criminal history; time elapsed since conviction(s) and subsequent adjustment in the community.

The Contractor shall ensure all employees are reinvestigated periodically, as prescribed in the Scope and Coverage of a Periodic Reinvestigation in **Attachment 3**, of the contract. Employees will be required to complete required investigative forms and fingerprint cards for submission to ICE. ICE will initiate the National Agency Check, which includes the name and fingerprint checks. Upon receipt, review, and resolution of any derogatory information contained in the reinvestigation report, the Facility Director shall forward to the CO a written determination regarding the employee's continued employment under this contract. A copy of the reinvestigation report shall be attached to the Facility Director's written request.

#### 7.4 Employment Agreements

In the absence of a collective bargaining agreement, the Contractor shall enter into a written employment agreement with each employee assigned to work at the facility. This agreement shall provide that, in recognition of the public safety requirements for uninterrupted services at the facility and in return for adequate consideration, including an employee grievance procedure, the employee agrees not to strike or otherwise interrupt normal operations at the facility without giving 10 days advance written notice. The Contractor shall ensure that a contingency plan covering work actions or strikes is included as a part of its Personnel Policy Manual.

In the event the Contractor negotiates collective bargaining agreements applicable to the work force under the contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective services.

#### 7.5 Personnel Files

All personnel files shall be available to the CO upon request. Personnel files, including background checks, shall be maintained for the duration of the contract. The Contractor shall maintain verification of training and experience, which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual's performance under the contract. Personnel requirements of the Contractor shall convey to all on-site sub-contractor personnel and volunteers.

#### 7.6 Key Personnel

The Facility Director is designated as a Key Personnel under this contract. The resume of the proposed Facility Director shall be submitted as a part of the Offeror's proposal and will be evaluated.

The minimum qualifications of the Facility Director are a college degree and significant knowledge of and experience in executing program objectives, policies, procedures and requirements for managing a secure detention facility, at the level of upper-management.

A change in the person holding the Facility Director position requires a thirty calendar-day notice to the government and the government's approval of the replacement.

## 7.7 Essential Personnel

The following are essential personnel with respective minimum qualification requirements considered as critical for performance of the contract. The contractor may use other titles. Contractors who propose not to provide these positions must explain how required services will be provided. Within fifteen days of contract award, the contractor shall submit a written request to the CO for conditional employment approval of the Project Coordinator and Assistant Facility Directors(s). The fifteen-day period for the Assistant Facility Directors positions may be extended, if requested in writing by the Contractor and approved by the CO.

- Project Coordinator - Knowledge and experience within the last five years in planning and executing similar contract requirements as contained within this PWS.
- Assistant Facility Directors - Knowledge of program objectives, policies, procedures and requirements for managing a detention facility, at the level of mid-management.

The essential personnel listed below are commonly referred to as department heads with the following qualification requirements considered critical for the performance of this contract: knowledge of program objectives, policies, procedures and requirements specific to their department. A minimum of five years experience specific to their department is required.

- Chief, Security Services
- Computer Services Manager
- Shift Supervisors
- Food Service Administrator
- Records Office Manager
- Quality Control Specialist
- Safety/Environmental Specialist

## 7.8 Staffing Plan

The number, type and distribution of staff as described in the staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the ICE-approved staffing plan. However, notwithstanding the requirement of maintaining monthly minimum staffing levels of 95%, each month, the contractor shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

## 8 Health Services

8.1 Public Health Service staff designated by ICE will provide all health services

**Health Authority** - A USPHS designated official responsible for health care services at the facility.

**Health Care** - The sum of all action taken, preventive and therapeutic, to provide for the physical and mental medical well being of the detainee population.

**NCCHC**- National Commission on Correctional Health Care

**USPHS**- United States Public Health Services, Division of Immigration Health Services, Immigration and Customs Enforcement.

**American Corrections Association (ACA) Accreditation:** USPHS shall be responsible for compliance with all ACA direct health care delivery standards and shall cooperate with the contractor in the accreditation process.

**Preliminary Medical Assistance and Health Care Training:** The contractor shall coordinate with USPHS to ensure that all employees have current certification in emergency first aid care and that all employees receive pre-service and annual training in the following areas:

- a. The ability to respond to health related situations within four minutes;
- b. Recognition of signs and symptoms, and knowledge of action required in potential emergency situations
- c. Administration of first aid and cardiopulmonary resuscitation (CPR);
- d. Methods of obtaining assistance;
- e. Recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency and;
- f. Procedures for patient transfers to appropriate medical facilities or health care providers;
- g. Administration of medication by non-medical personnel and;
- h. Use of universal precautions.

The contractor shall comply with the following requirements:

- A. The USPHS will be responsible for providing all health care services. The contractor shall provide all necessary support to facilitate the delivery of health care services by USPHS. The contractor shall maintain open communication with USPHS to include regularly scheduled (no less than quarterly) meetings between the facility Chief Executive Officer and the Health Authority, participation by the Health Authority, or designees, in all general department head/supervisory meeting, and coordination and cooperation between USPHS and other departments within the facility. USPHS shall perform in accordance with the standards of, and maintain accreditation by, NCCHC. The contractor shall be responsible for compliance with all NCCHC conditions of confinement standards and shall cooperate with USPHS in the accreditation process.
- B. The contractor shall provide space to operate the health unit including respiratory isolation, mental health unit, and inpatient infirmary area. The contractor shall be responsible for maintenance and sanitation of the health unit physical plant and the provision of support services including, but not limited to, utilities, communication



capabilities (computer and telephone lines/services), climate control, and lighting. The contractor shall facilitate the installation of teleradiology equipment including the necessary data and telephone lines, by a vendor identified by USPHS. The cost for teleradiology installation will be the responsibility of USPHS. Current configuration of the facility is satisfactory to meet this requirement.

- C. The contractor shall provide direct security supervision of detainees in the health unit no less than 24 hours per day, 7 days per week. The contractor shall provide the necessary staff to maintain security and control of the health unit. The contractor shall provide additional security assistance and emergency response as requested by USPHS. The contractor shall coordinate and escort detainees to the health unit for sick call, appointments, in accordance with sound health care practice and in a manner which optimizes the safe, secure and efficient delivery of health care services and the operation of the health unit. The health unit shall be considered a secure area. The contractor shall limit access to the health unit to USPHS authorized staff, contractor staff on official business, and assigned detainees.
- D. The contractor shall develop and implement a comprehensive plan and procedures to safeguard employees against exposure to blood borne pathogens as prescribed by OSHA. Contractor employees working in the area with detainees with communicable diseases must comply at all times with the requirements of 29 CFR 1910.134. The Contractor shall furnish all necessary equipment and employee testing to comply with these requirements.
- E. In coordination with USPHS, the contractor shall develop and implement written policy and procedures that define emergency health care evacuation of detainee(s) from within the facility.
- F. As directed by the COTR, the contractor shall provide transportation, supervision, and security services for detainees assigned to outside health care treatment and 24-hour per day security coverage for detainees assigned to off-premise hospitalization.
- G. Circumstances requiring the use of force and suicide observation within the scope of health care delivery shall be the responsibility of the contractor. The contractor shall assist USPHS in examination of detainees who have been subjected to a use of force. The contractor shall work with USPHS in a team approach to manage detainee behavioral conduct issues. The USPHS will evaluate instances of detainee misconduct to determine if individual detainees behavioral problems are due to mental illness or other reasons. The USPHS shall be the sole approval authority for housing assignments to the health unit.
- H. USPHS will provide, control, and administer prescribed and over-the-counter medication to the facility population.

- I. The contractor shall support and facilitate the USPHS in completion of health screening within 24 hours of a detainees arrival at the facility. The contractor shall provide advanced notice of detainee arrival whenever possible. At no time shall the contractor allow detainees who have not received health screenings to be placed in the general population.
- J. During intake processing the USPHS shall provide detainees with written instructions for gaining access to health care services. The USPHS shall ensure written (oral if detainees is identified as being unable to read) instructions are provided to all detainees in the detainee's native language. The detainee shall similarly be provided with instructions and assistance in personal hygiene, dental hygiene, grooming and health care.
- K. The Contractor shall immediately notify the COTR and USPHS if a detainee is suspected of having communicable or debilitation health problems, which may require medical attention.
- L. The contractor shall provide detainees with the opportunity to submit written health care request requests and/or complaints to USPHS in a confidential manner and ensure such health care communication is delivered to the health unit for appropriate follow-up.
- M. The contractor shall ensure that detainees are provided access to sick call on a daily basis or as determined necessary by USPHS. If a detainee's custody status precludes attendance at sick call in the main health unit, the contractor will provide for sick call services where the detainee is located.
- N. The contractor shall be responsible for the placement of first aid kits in facility locations identified by USPHS. USPHS shall be responsible for supply maintenance of all required fist aid kits.
- O. The contractor shall develop a comprehensive evacuation plan for the facility, which will include arrangements for the evacuation of disabled detainees and separate transportation of detainees who are in respiratory isolation.
- P. The contractor shall provide written and verbal notice to USPHS of intra-facility detainee transfers and will inform USPHS of removal of detainees from the facility. The contractor will facilitate USPHS in assuring that medications are provided to detainees at the time of removal from the facility.

8.2 Manage a detainee death in accordance with ICE policy established regarding terminal illness, advance Directives, and Death.

In the event of a detainee death, the Contractor shall immediately notify the CO and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the

deceased shall be inventoried and forwarded to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. The Contractor shall ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

## 9 Food Service

### 9.1 Manage food service program in a safe and sanitary environment

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing and managing resources to meet the operational needs of the food service program.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE policy on Food Service.

## 10 Detainee Services and Programs

### 10.1 Manage Detainee Mail and Correspondence Service

The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all requirements of the ICE policy on Correspondence and Other Mail.

### 10.2 Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the ICE standard on Religious Practices.

### 10.3 Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all recreation activities.

### 10.4 Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by ICE policy. The commissary inventory shall be provided to the CO upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the detainee. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Profits may also be used to offset commissary staff salaries. The Contractor shall provide independent auditor certification of the funds to the COTR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

#### 10.5 Manage and Maintain a Detainee Telephone System

Provide detainees with reasonable and equitable access to telephones as specified in ICE policy on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state and local telephone regulations.

#### 10.6 Manage a Detainee Work Program

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. (**Attachment 3 - ICE Voluntary Work Program Form**)

Detainees shall not be used to perform the responsibilities or duties of an *Employee* of the Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands.

#### 10.7 Provide for the Special Needs of the Female Detainee Population

The Government will be responsible for addressing female health care issues and for providing programs and services relative to the female gender.

#### 10.8 Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE Legal Materials Access Standard.

#### 11. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure and humane manner. All equipment, supplies and services shall be Contractor furnished except as otherwise noted.

The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The institution shall provide housing configurations commensurate with the security needs of the population.

The Contractor shall provide and maintain an electronic security alarm system, which will identify any unauthorized access to the institution's secure perimeter.

The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

- (1) The Uniform Building Code (UBC), with the State of facility location's Amendments
- (2) The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- (3) The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC.

Whether new construction or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

The facility, whether new construction or existing physical plant, shall comply with the requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards/Fed Std. \_ 795 4/01/88 Edition" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to: the following Acts: Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor immediately reports the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the CO. For all new construction, the construction schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the CO within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the CO in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. A number of ICE staff will be operating on site to conduct IHP operations. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency the contractor shall notify the COTR promptly.

The Contractor shall provide operational space for ICE and Executive Office for Immigration Review (EOIR) operations. EOIR will require approximately 4,500 square feet; and ICE approximately 3,000 square feet.

All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to staff, except when specific permission is granted by on-site ICE or USMS staff. The Contractor shall be responsible for all maintenance, security and costs associated with space designated for Government staff.

The Contractor shall provide no less than 40 parking spaces for Government use.

Remote Custody and Secure Transportation Services. Provide transportation services as prescribed in Section J, **Attachment 4**.



## Performance Requirements Summary

### 1 GENERAL

In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based contracting methods are to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards. Further, the contract specifies procedures for adjustment to the price of a fixed-price contract when services are not performed or do not meet contract requirements. In addition, Performance-based contracts shall use measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).

IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring services. These plans shall recognize the responsibility of the contractor to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Performance Work Statement. The QASP focuses on the level of performance required by the Performance Work Statement, rather than the methodology used by the contractor to achieve that level of performance.

### 2 AUTHORITY FOR INSPECTION AND ACCEPTANCE

IAW with the clause located at 52.246-4, Inspection of Services - Fixed Price, the Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

The QASP is not part of the contract nor is it intended to relieve the contractor's quality control responsibilities. To ensure that services performed conform to contract requirements, the Government may use one or more inspection review systems.

The contract requirements are divided into various disciplines, each of which has a number of functional areas. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

### 3. DEFINITIONS

**Performance Requirements Summary (Attachment 1):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its

designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

**Contracting Officer's Technical Representative (COTR):** The COTR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Performance Standards:** The performance standards are established in the DRO ICE NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the agreement.

**Measures:** The method for evaluating compliance with the standards.

**Acceptable Quality Level:** The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

#### **4. QUALITY CONTROL PLAN:**

As a part of its agreement with the Government, the Contractor is required to develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the Contractor in order to validate its operations, and assure the Government that the services meet the performance standards.

The Contractor's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the Contractor's QCP activities should be provided to the COTR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The Contractor is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## **5. METHODS OF SURVEILLANCE**

The Government will inspect the Contractor's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Contractor's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Contractor's performance by (a) conducting site visits to assess the facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the Contractor's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for

annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the DRO standard will be used.

**5.1 Site Visits:** Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the Contractor personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 3) or ad-hoc.

**5.2 Ad-Hoc:** These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the Contractor's QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Contractor as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Contractor performance activities, or accompany the Contractor's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

**5.3 Review of Documentation:** The Contractor must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Contractor must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Contractor's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

**5.4 Interviews and Other Feedback:** The COTR will interview key members of the Contractor's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

## **6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS**

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of

the monthly invoice amount payable to the Contractor based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standard must be made within 30 calendar days after notification. If any change affects pricing, the Contractor may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Contractor, so long as the standards are not more stringent than those being replaced.

## 7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Contractor will be assigned the following rating relative to each performance standard:

<b>Rating</b>	<b>Description</b>
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Contractor's monthly invoice as prescribed in Attachment 1

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Contractor's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the Contractor has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance

area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Contractor has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

## **8. NOTIFICATIONS**

- (a) Based on the inspection of the Contractor's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved informally, with the COTR and Contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor must return the CDR with the action planned or taken noted. After the COTR reviews the Contractor's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the Contractor.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with

a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken

- (e) Following receipt of the Contractor's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Contractor terminates the agreement, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Contractor is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

## **9. DETAINEE/MEMBER OF PUBLIC COMPLAINTS:**

The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the Contractor for remedy. Upon notification, the Contractor will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Contractor will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor will document its findings and notify the COTR.

## **10. ATTACHMENTS**

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report

**Attachment 1**  
**Performance Requirements Summary**

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>PERFORMAN CE STANDARD</b>	<b>PERFORMAN CE MEASURE</b>	<b>METHOD OF SURVEILLANCE</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>WITHHOLDING CRITERIA</b>
<p><b>Administration and Management (10%)</b></p> <p>(Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)</p>	<p>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• Review of Contractor's quality control program monitoring reports</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p>
	<p>Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02</p>				
	<p>Admission and Release/Orientation (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf</a>)</p>				
	<p>Detainee Records/ Detention Files (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/DententFiles.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/DententFiles.pdf</a>)</p>				
	<p>Detainee Handbook (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf</a>)</p>				
	<p>Internal Inspections and/or Reviews/ Detention Management &amp; Control Program (ICE Standard)</p>				



FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Health Care (15%)</b> (Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution)</p>	<p>Funds &amp; Personal Property (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<p>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</p> <p>• Periodic reviews in accordance with the attached performance monitoring tool</p> <p>• Monthly review of corrective action plan results.</p> <p>• Ad-hoc reviews as needed</p> <p>• CDRs</p>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p>
	<p>Policy Development and Monitoring 4-ALDF-7D-06</p> <p>Communicable Disease 4-ALDF-4C-14</p> <p>Detainee Hunger Strikes (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf</a>)</p> <p>Experimental Research 4-ALDF-4D-18</p> <p>Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf</a>)</p> <p>Suicide Prevention (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/suciprev.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/suciprev.pdf</a>)</p> <p>Terminal Illness, Advanced Directives and Death (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<p>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</p> <p>• Periodic reviews in accordance with the attached performance monitoring tool</p> <p>• Monthly review of corrective action plan results.</p> <p>• Ad-hoc reviews as needed</p> <p>• CDRs</p>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Security and Control (25%)</b></p> <p>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)</p>	<p>Detainee Searches 4-ALDF-2C-01-06</p> <p>Detainee Accountability &amp; Supervision/Population Counts (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf</a>)</p> <p>Use of Force (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/usooffor.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/usooffor.pdf</a>)</p> <p>Detainee Transfers (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf</a>)</p> <p>Tool and Equipment Control (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/toolcont.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/toolcont.pdf</a>)</p> <p>Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</p> <p>Detainee Discipline (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf</a>)</p> <p>Special Management Unit- Administrative Segregation (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/smu adm.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/smu adm.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> <li>• Review of Contractor's quality control program monitoring reports and output data</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p> <p>A rating of Deficient on any three of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>	<p>A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 25% withholding in the monthly invoiced amount until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Special Management Unit-Disciplinary Segregation (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf</a>)</p> <p>Contingency/Emergency Plan (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/emcece.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/emcece.pdf</a>)</p> <p>Hold Rooms in Detention Facilities (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf</a>)</p> <p>Control of Contraband (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf</a>)</p> <p>Post Orders (ICE Standard)(<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf</a>)</p> <p>Permanent Logs 4-ALDF-2A-11</p> <p>Security Features (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf</a>)</p> <p>Security Inspections and/or Reviews (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/secuinsp.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/secuinsp.pdf</a>)</p> <p>Sexual Assault 4-ALDF-4D-22-8</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Food Service (10%)</b> (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees)	Transportation (Land Transportation) (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dtro/opsmanual/transp.pdf">http://www.ice.gov/doclib/partners/dtro/opsmanual/transp.pdf</a> ) Weapons Control 4- ALDF-2B-04, 4-ALDF- 2B-08, 4-ALDF-7B-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using              Detention Management              Control Program (DCMP)              procedures and based upon the              performance standard</li> <li>• Periodic review in accordance              with the attached performance              monitoring tool</li> <li>• Monthly review of corrective              action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.
	Environmental Health & Safety (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dtro/opsmanual/envirom.pdf">http://www.ice.gov/doclib/partners/dtro/opsmanual/envirom.pdf</a> ) Food Service Standards (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dtro/opsmanual/FoodService.pdf">http://www.ice.gov/doclib/partners/dtro/opsmanual/FoodService.pdf</a> )				A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.

FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Staff and Detainee Communication (2.5%)</b> (Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)</p>	<p>Detainee Grievances (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf</a>)</p> <p>Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10</p> <p>Staff Detainee Communication (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/Staff_Detainee_Communication.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/Staff_Detainee_Communication.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p>
<p><b>Safety and Sanitation (10%)</b> (Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)</p>	<p>Environmental Health &amp; Safety (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/envirom.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/envirom.pdf</a>)</p> <p>Clothing and Bedding (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Services and Programs (10%)</b></p> <p>(Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)</p>	<p>Access to Legal Material (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/legal.pdf</a>)</p> <p>Classification, Review, and Housing (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/classif.pdf</a>)</p> <p>Detainee Mail &amp; Correspondence (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/corresp.pdf</a>)</p> <p>Group Legal Representation (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/grplegal.pdf</a>)</p> <p>Marriage Requests (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/marreq.pdf</a>)</p> <p>Non-Medical Emergency Escorted Trips (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/escort.pdf</a>)</p> <p>Recreation (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/recreat.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced amount until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Workforce Integrity (15%)</b> (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)</p>	<p><u>Religious Practices</u> (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<p>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</p> <p>• Periodic reviews in accordance with the attached contract performance monitoring tool</p> <p>• Monthly review of corrective action plan results.</p> <p>• Ad-hoc reviews as needed</p> <p>• CDRs</p>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)</p>	<p>A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced amount until compliance with the standard is established.</p>
	<p><u>Telephone Access</u> (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf</a>)</p>				
	<p><u>Voluntary Work Program</u> (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf</a>)</p>				
	<p><u>Visitation Privileges</u> (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf</a>)</p>				
	<p><u>Staff Background and Reference Checks</u> (Contract) 4-ALDF-7B-03</p>				
	<p><u>Staff Misconduct</u> 4-ALDF-7B-01</p>				
	<p><u>Staffing Pattern Compliance</u> within 10% of required (Contract) 4-ALDF-2A-14</p>				
	<p><u>Staff Training, Licensing, and Credentialing</u> (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMAN CE STANDARD	PERFORMAN CE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Detainee Discrimination (2.5%)</b> (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)</p>	<p>Discrimination Prevention 4-ALDF- 6B-02-03</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced amount until compliance with the standard is established.</p>



**Attachment 2  
Contract Discrepancy Report**

<b>CONTRACT DISCREPANCY REPORT</b>			1. CONTRACT NUMBER
<b>Report Number:</b>			<b>Date:</b>
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

See "Section J. List of Documents, Exhibits, and Other Attachments" of Contract for the following attachments to the Performance Work Statement, incorporated herein and made a part hereof:

<b>ATTACHMENT</b>	<b>TITLE</b>
ATTACHMENT 1	Standards of Contractor Employee Conduct and Responsibility
ATTACHMENT 2	Scope and Coverage of a Limited Background Investigation (LBI)
ATTACHMENT 3	Detainee Voluntary Work Program Agreement Service Processing Center/Contract
ATTACHMENT 4	Transportation Requirements
ATTACHMENT 5	Wage Determination for New York, New York, revision 05/29/2007
ATTACHMENT 6	Quality Control Plan as submitted by Ahtna Technical Services (8/13/07)
ATTACHMENT 7	Phase in Period Timeline

**SECTION E - Inspection and Acceptance**

**E-1 Inspection of Services - Fixed-Price. (AUG 1996) 52.246-4**

(a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

The Performance Requirement Summary can be found at the end of Section C to the Contract. It contains a table of deductions.

**SECTION F - Deliveries or Performance**

**F-1 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-2 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:

Deborah Locke  
Contracting Officer, Office of Acquisition Management (OAQ)  
Immigration and Customs Enforcement  
Department of Homeland Security  
Washington, DC 20536  
Main:  
Desk:       b2Low  
              b6

**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 Representative (COR) under this contract.

John W. Washington  
Chief, Detention Acquisition Support Unit

Supervisory Detention and Deportation Officer  
Detention Management Division  
Office of Detention and Removal  
Immigration and Customs Enforcement  
801 I Street, N.W.  
Washington, D.C. 20536  
(202) 732-2952 - work

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 excepted 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.

With respect to the above invoice requirements, the Contractor will include the required information with the actual (not estimated) number of manhours performed at the agreed upon contract price. 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**

**SECURITY REQUIREMENTS**

**GENERAL**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEOP-07-C-00019 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" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)

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

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).

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**I-54 Strikes or picketing affecting access to a DHS facility. (DEC 2003) 3052.222-71**

**I-55 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-56 Dissemination of contract information. (DEC 2003) 3052.242-71**

**I-57 Contracting officer's technical representative. (DEC 2003) 3052.242-72**

**I-58 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-59 3052.219-80: Section 8(a) Direct Awards (FAR 52.219-71 Deviation (November 2005))**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and provides counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Anchorage District Office  
510 L Street, Suite 310  
Anchorage, AK 99501-1952

(b) The contracting officer is responsible for administering the purchase order or contract and taking any action on behalf of the Government under the terms and conditions of the purchase order or contract. However, the Contracting Officer shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the purchase order or contract. The Contracting Officer shall also coordinate with SBA prior to processing any novation agreement. The Contracting Officer may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based, plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of control; and,

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of Clause)

**I-60 RESERVED**

**I-61 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 30 DAYS of the expiration of the current period..

(End of clause)

**I-62 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 30 DAYS of the expiration of the current period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days (*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 60 months.(months)(years).

(End of clause)

**I-63 RESERVED**

**I-64 RESERVED**

**I-65 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-66 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>
See PWS	[ ]

(End of clause)

**I-67 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-68 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-69 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-70 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):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

(End of clause)

**I-71 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 60 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-72 Contractor employee access. (JUN 2006) -- Alternate II (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.

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

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

(End of clause)

**I-73 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 Contractor 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-74 Key personnel or facilities. (Dec 2003) 3052.215-70**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit

sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

**1) CHARLES SCOTT MANDEL;**

**2) RONALD E. GATES;**

**3) JOSEPH COLON;**

**4) Subcontractor ASSET PROTECTION & SECURITY SERVICES, LP.**

(End of clause)

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

<b>ATTACHMENT</b>	<b>TITLE</b>
ATTACHMENT 1	Standards of Contractor Employee Conduct and Responsibility
ATTACHMENT 2	Scope and Coverage of a Limited Background Investigation (LBI)
ATTACHMENT 3	Detainee Voluntary Work Program Agreement Service Processing Center/Contract
ATTACHMENT 4	Transportation Requirements
ATTACHMENT 5	Wage Determination
ATTACHMENT 6	Quality Control Plan (08/13/2007) from Ahtna Technical Services, Inc.
ATTACHMENT 7	Phase in Period Timeline

Attachment #1

**Standards of Contractor Employee Conduct and Responsibility**

Elements of the contractor's standards of employee conduct shall include, but are not limited to, the following:

1. Personal Conduct

The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.

Employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- (1) The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force used beyond that which is reasonably necessary to subdue an inmate. Further, employees may never strike a restrained inmate.
- (2) Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate.
- (3) Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.
- (4) Offering or giving any article, favor, or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employees duties. Neither shall an employee accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- (5) Entering into any business relationship with inmates, former inmates, or their families.
- (6) Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate.
- (7) Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, or others.

Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the Facility Director. Traffic violations resulting in fines under \$150 shall be exempt from the reporting requirement.

Employees are prohibited from engaging in sexual harassment in violation of the Civil Rights Act of 1964, as amended.

2. Responsiveness

- a. Employees shall be required to remain fully alert and attentive during duty hours.
- b. All Employees shall respond immediately and effectively to all emergency situations.

3. Confidentiality

Employees will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of an employee's duties or upon specific authorization from the CO.

Employees shall not deny authorized persons access to official information, personnel or institution records.

4. Facility Identification

Employees shall not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

5. Introduction of Contraband

Employees are prohibited from the introduction of contraband into or onto Federal property without the expressed consent of the CO. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, recording devices etc.)

All employees may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the CO and Facility Director that reasonable suspicion exists an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution. Searches may also be conducted when the CO and Facility Director have reasonable suspicion an employee is removing contraband or Federal property from the institution.

6. Sanctions for Misconduct

A schedule of penalties for violations of the standards of conduct shall be developed. The schedule may provide a range of penalties to account for varying circumstances surrounding instances of misconduct. Penalties may include reprimand, suspension, demotion, or removal. The schedule may also provide a range of penalties for repetitive and subsequent violations by the same employee. The CO may direct the contractor to remove any employee from the contract for failure to comply with the standards of employee conduct.

If an office of Inspector General (OIG), or local investigation reveals a violation of a standard of conduct, the Facility Director, shall ensure the sanction imposed is consistent with the schedule of penalties.

7. Reporting Misconduct

Employees shall report all violations, or apparent violations, of the standards of conduct immediately to the Facility Director or designee. Employees shall not be prohibited from referring matters directly to the OIG. The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO.

8. Investigations of Misconduct

The OIG is responsible for investigating violations of laws and regulations committed by U.S. Immigration and Customs Enforcement (ICE) employees and its contractors for appropriate criminal prosecution, civil litigation and administrative action. The OIG is responsible for ensuring allegations and appearances of misconduct and impropriety, including criminal matters, are referred immediately to OIG.

The contractor is prohibited from conducting internal investigations of employee misconduct or apparent misconduct, without the expressed authority from the OIG, or the CO. The ICE employee liaison on issues related to employee misconduct shall have access to records pertaining to allegations and instances of employee misconduct. The liaison may conduct investigations of misconduct and review the contractor's enforcement of the standards of conduct.

The contractor and all employees shall fully cooperate in any internal or external investigations. ICE shall have access to all personnel, operational and corporate records for the purpose of conducting investigations, inspections and audits.

The contractor will not conduct preliminary investigations without approval from the CO. Any preliminary investigation is limited to gathering statements from victims and witnesses and collecting relevant documents. All information and documents gathered during a preliminary investigation shall be provided to the CO.

With the approval of the CO, a confidential medical examination of any inmate(s) who allege physical abuse shall be conducted.

If the contractor is authorized by the CO to conduct a local investigation, a report shall be prepared and submitted no later than 45 days after the investigation is authorized. The report shall contain findings of fact, conclusions based on evidence documents and affidavits. The contractor shall provide periodic updates to the CO concerning all on-going local investigations.

Polygraph examinations, body wires, electronic listening devices and/or consensual telephone monitoring during any local investigation shall be approved by OIG.

The contractor shall maintain and preserve all documents compiled during an internal investigation. No investigative records shall be destroyed without the expressed permission of the CO.

9. Employee Training

Employees and volunteers shall be provided a copy of the standards of conduct and the contractor shall maintain documentation verifying receipt.

A procedure through which employees and volunteers receive training regarding the standards of conduct, as part of their institutional familiarization and annual training, shall be established which defines the minimum number of hours received each year. To deter misconduct, employees shall be provided advice regarding the standards of conduct.

Attachment #2

Part I

**Scope and Coverage of a Limited Background Investigation (LBI)**

The limited background investigation is the required background investigation for moderate risk positions at the noncritical sensitive level. It includes the National Agency Check, credit check, personal subject interview, and coverage of at least the most recent 3 years of activity including employment, self employment, unemployment, references, education, residence, and law enforcement agencies. Military service is covered up to the last 15 years through the NAC and the highest education degree claimed is confirmed by inquiry regardless of time frame.

- Investigations do not extend back before a subject's 18th birthday except to ensure a minimum of 2 years coverage.
- Sources are developed through information provided by the subject and other sources.
- The background investigation report is not a verbatim transcript of interviews with the subject, sources, or employers. It is a factual report of information compiled by the investigator with discrepancies from information provided by the subject duly noted. Issues and derogatory information are also noted.

Items are scheduled for coverage by various methods which may be shown as follows:

- P** Personal Coverage (includes record searches) (an investigator actually interviews subject or reviews documents)
- R** Record search only
- I** Inquiry (mail or electronic)
- T** Telephone
- L** Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 3 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index SII, which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the LBI is not initiated though USIS, (under contract with OPM) the NAC will be procured by the ICE.

**Credit Check** is covered by Linkage, and the period covered is 3 years. All credit checks all be used for employment purposes only, in accordance with 15 U.S.C..

**Personal Subject Interview** is scheduled at current job location, and is a one-on-one interview.



**Education** is covered by Personal coverage and Record for the most recent year of basic coverage period and is covered by Inquiry for years 2 to 3 (and highest degree)

**Residence** is covered by Personal coverage and Record search only, for the most recent year as of the scheduling date of the basic coverage period.

**Employment**, including self-employment and unemployment, is covered by Personal coverage and Record search only for the 3 year basic coverage period as of the scheduling date.

**Law Enforcement** is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

**Stateside Military Service** (over 6 months) is covered by Personal coverage and Record search for the most recent year of the basic coverage period (15 years of coverage are provided in the NAC).

**Court Records** are obtained for bankruptcies and financial delinquencies over \$1,000 or if dollar amount unknown, within the basic coverage period.

**Extra Coverage** is required when additional information is needed to help the agency determine a person's qualifications, suitability, and security for a particular position.

Extra coverage is requested for law enforcement positions, which allows the investigator to ask the following questions:

- How does the person react/would react in an emergency situation?
- Does the person have the ability to operate under stress?
- How is this person's stability, judgment, discretion, and physical health?
- How is this person's financial responsibility/ability to live within their means?

Expanded law enforcement searches (include County and State criminal records where available).

## Part II

### **Scope and Coverage of a Periodic Reinvestigation**

The Periodic Reinvestigation is a reinvestigation that is conducted every five years. It includes the National Agency Check, personal subject interview, residence, and selected record searches.

Scheduled items are scheduled for coverage by various methods as follows:

- P** Personal Coverage (includes record searches)
- R** Record search only
- I** Inquiry (mail or electronic)
- T** Telephone

**L Linkage (electronic-terminal or tape)**

Basic coverage period for this type of case is 5 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index (SIJ) which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the PRIR is not initiated through USIS, (under contract with OPM) the NAC will be procured by ICE.

**Credit Check** is covered by Linkage, and the period covered is 7 years. All credit checks will be used for employment purposes only, in accordance with the Fair Credit Reporting Act.

**Personal Subject Interview** is scheduled at current job location.

**Education** is not scheduled.

**Residence** is covered by Personal coverage and Record search only, for the most recent 3 years of the basic coverage period.

**Employment** is not scheduled

**Law Enforcement** is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

**Stateside Military Service** is not scheduled.

**Part III**

**Adjudication Standards for Resolving LBI and Periodic Reinvestigation**

- A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with U.S. Immigration and Customs Enforcement (ICE). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under contract at the District of Columbia Requirement.
- B. **PURPOSE:** The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

- C. **PRINCIPALS:** All derogatory information must be favorably resolved by the contractor before ICE will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render an employee susceptible to coercion. Will be subject to the following guidelines:

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:
  - (a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
  - (b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:
    - 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
    - 2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

The interviewer should prepare a memorandum documenting the discussion and the employee's acknowledgment of the reporting requirements for the employee's personnel file. The employee is not required to sign any documentation.

Resolution of derogatory information should afford the employee an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story." Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information, which appears derogatory, can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances, which clarify the derogatory information.

Executive Order (E.O.) 10450, entitled "Security Requirements For Government Employment," establishes as the criteria for government employment that individuals must be "reliable, trustworthy, of good conduct and character and of complete and unswerving loyalty to the United States." Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an employee may not be possessed of one or more of these qualities.

D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:

- (1) Loyalty. Any information, which indicates the employee is not loyal, should be identified as derogatory. Several examples, which should bring into question an individual's loyalty, are:

- advocating force or violence to overthrow the government of the United States;
- establishing contact with a seditionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;
- membership in organizations, which systematically commit criminal, acts against the United States Government.

- (2) Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information, which tends to show the employee, may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the employee and the relatives or associates. Therefore, the following information should be obtained from all employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

- name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
  - relationship between employee and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
  - the frequency of contact- past, present and future--with the foreign citizen,
  - the form of such contact (personal visits, letters, cards or telephone calls).
- (a) Relatives or associates in prison. Although employment cannot be denied based on what others have done, one must be aware of possible conflicts. Each situation is handled on a case by case basis. Therefore, the following information should be obtained from all employees where evidence of relatives or associates in prison is identified in the background investigation case papers or the actual background investigation:

- Name and address of prisoner
- Relationship
- Frequency of contact
- Form of contact

- (3) Undesirable Character Traits: Any trait(s), which may show the employee to be unreliable, untrustworthy or open to compromise, is significant in the adjudication of the case. This information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an employee. The following examples are provided:

- (a) Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence the employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1) and c(2)).
  - (b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.
- (4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Medical treatment for a mental/emotional disorder must be accompanied by a recommendation from a competent medical authority the employee is capable to perform the duties of a sensitive position.

- (5) Financial Responsibility. Indebtedness becomes a legitimate concern when an employee begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. Nonpayment of a just debt after 90 days is considered delinquent and requires resolution. It is important to determine if the employee considers the debt just.

Some debts are clearly not the responsibility of an employee and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the employee and appropriate documentation provided. Any disputes between the employee and the credit agency must be resolved by the employee and documentation submitted.

Similarly, the repossession of an automobile for nonpayment, and eviction from rental housing for non-payment, should be explained by the employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

- (a) Debts to be Resolved:
- When employee past due debts total \$400 or more; and,
  - Debts are 90 days or more past due.
- (6) Dishonesty: Individuals entering service under this contract must be "...trustworthy... and of good conduct and character..." This requires that employees are honest when filling out all employment documents.
- Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or suitability. In either case, all discrepancies must be resolved.
- (7) Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.
- (8) Drug Usage: Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the employee received for drug usage.
- (9) Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory

information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.

- (10) Classified Information: Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, it shall be handled appropriately by the contractor.

- E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION: Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the employee or written questions given to the employee.

Derogatory information revealed in the pre-employment screening process that falls within the Guidelines of Acceptability or for which a waiver was obtained does not have to be formally re-addressed in adjudicating the investigation. The adjudicator should make note that the information was, considered during the pre-employment screening and is within the Guidelines or a waiver was obtained. Copies of waivers should be submitted with the investigation.

**Attachment #3 – ICE Voluntary Work Program Form**

Detainee Voluntary Work Program Agreement Service Processing Center/Contract

Detention Facility  
201 Varick Street, New York, New York

**Detainee Voluntary Work Program Agreement:**

Detainees that participate in the volunteer work program will not be permitted to work in excess of 8 hours daily or 40 hours weekly.

Detainees that participate in the volunteer work program are required to work according to an assigned work schedule and to participate in all work-related training. Unexcused absence from work or unsatisfactory work performance could result in removal from the voluntary work program. Detainees must adhere to all safety regulations and to all medical and grooming standards associated with the work assignment. Compensation shall be \$1.00 per day.

I, \_\_\_\_\_, A# \_\_\_\_\_, have read, understand, and agree  
(Detainee name) to comply with the above. I have received and understand relevant safety training regarding my work assignment:

Work Assignment

Detainee Signature/Date



ATTACHMENT #4 – TRANSPORTATION

**Remote Custody and Secure Transportation Services**

**A. Remote custody services.**

1. The Contractor shall provide, at the direction of the COTR, such additional on-call remote custody services as may be required by ICE. The Contractor shall be reimbursed for these services only when the COTR directs such services. The Contractor shall not abandon any facility post to perform on-call services.
2. Duties and responsibilities of this function shall include, but not be limited to; effecting removals at various airport locations, performing transportation duties, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the COTR. ICE will guarantee the Contractor a minimum of two (2) hours for each on-call post directed by the COTR.
3. The Contractor shall be authorized one custody officer for each such remote post, unless at the direction of the COTR, additional custody officers are required.
4. In the event any COTR directed long-distance remote custody service results with the Contractor incurs meal or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

**B. Transportation services.**

1. The Contractor shall provide all transportation services as required to transport detainees securely, in a timely manner, to locations directed by the COTR. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.
2. The Contractor shall assign a sufficient number of two-person teams of transportation officers on a daily basis to ensure as follows:
  - (a) Three (3), eight-hour shifts which provides 24-hour coverage.
  - (b) Contractor shall provide not less than one (1) team per shift.
  - (c) Teams in addition to (b) above shall be assigned as necessary to meet transportation demands.
3. The Contractor shall furnish vehicles in good repair and suitable, as approved by the COTR, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from officers. The Contractor shall provide the security specification of the vehicles to the COTR for review and approval prior to installation in the vehicles. The Contractor shall provide vehicles, which must always be available and capable of transporting detainees with accompanying luggage. Of the total number of Contractor vehicles provided at least two (2) must be capable of transporting no less than (15) detainees and at least one (1) capable of transporting no less than 40 detainees with accompanying luggage or property. Contractor provided vehicles will have the annual State required motor vehicle inspection, and such documentation will be provided to the ICE representative.

- C. The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances and wear the same uniforms as those Contractor personnel provided for in the other areas of this contract.
- D. The Contractor shall, upon twenty-four hours advance notification by ICE, effect the removal of detainee(s) from the contract facility to the scheduled carrier for departure from designated airport(s). ICE may request the Contractor to effect removals with less than twenty-four hour notification. Whenever the Contractor cannot fulfill the requested assignment by transportation officers, the Contractor shall notify ICE within one (1) hour of notification of the assignment so that alternate arrangements can be scheduled by ICE.
- E. During all transportation activities, at least one custody officer shall be the same sex as the detainee. Questions concerning custody officer assignments shall be directed to the COTR.
- F. The transportation team shall escort the detainee(s) to/from the airport flight gates. The detainee(s) shall be guarded by two contract Custody Officers at all times. This shall be done in such a manner as to eliminate public contact especially at boarding gates. The Contractor custody officers shall ascertain that there are no unobservable exits, which might allow the detainee to escape. They shall remain at the gate until the aircraft is airborne and the carrier gate attendant verifies its departure verbally. Contractor custody officers shall then verify detainee(s) departure in writing to the ICE representative. With respect to arriving flights, custody officers shall remain at the arrival gate until the detainee(s) is/are in custody, unless the flight has been cancelled or verified by ICE that other arrangements have been made. Warrants of Deportation and all other related ICE documents shall be returned to the ICE Supervisor upon completion of the escort assignment. The Contractor shall insure that completed documents are properly executed and accurately completed before submission to ICE. Contractor shall ensure that two (2) officers shall staff each vehicle transporting detainees. Contractor shall further ensure that two (2) officers shall escort every ten (10) departing detainees.
- G. The Contractor shall, upon order of the COTR, or upon his/her own decision in an urgent medical situation, transport a detainee to a hospital location. A Custody Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- H. The COTR may direct the Contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
- I. When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- J. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, ICE will be provided with current status of all vehicles and post assignment employees.
- K. In the event any COTR directed long-distance transportation service results with the Contractor incurring meals or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

ATTACHMENT #5 – WAGE DETERMINATION

WD 05-2375 (Rev.-3) 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.: 2005-2375  
Revision No.: 3  
Date Of Revision: 05/29/2007

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,  
Rockland, Westchester  
OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and  
Weschester Counties only. See Wage Determination 1977-0225 for wage rates and  
fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.66
01012 - Accounting Clerk II	16.28
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	25.38
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	23.78
01070 - Document Preparation Clerk	15.15
01090 - Duplicating Machine Operator	13.77
01111 - General Clerk I	13.47
01112 - General Clerk II	15.41
01113 - General Clerk III	17.11
01120 - Housing Referral Assistant	21.13
01141 - Messenger Courier	11.97
01191 - Order Clerk I	18.05

01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	17.11
01262 - Personnel Assistant (Employment) II	19.63
01263 - Personnel Assistant (Employment) III	21.13
01270 - Production Control Clerk	21.13
01280 - Receptionist	15.28
01290 - Rental Clerk	17.74
01300 - Scheduler, Maintenance	17.11
01311 - Secretary I	17.11
01312 - Secretary II	19.63
01313 - Secretary III	21.13
01320 - Service Order Dispatcher	20.00
01410 - Supply Technician	25.38
01420 - Survey Worker	18.55
01531 - Travel Clerk I	14.09
01532 - Travel Clerk II	15.27
01533 - Travel Clerk III	16.58
01611 - Word Processor I	16.11
01612 - Word Processor II	18.09
01613 - Word Processor III	20.24
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	26.68
05040 - Automotive Glass Installer	25.67
05070 - Automotive Worker	25.42
05110 - Mobile Equipment Servicer	23.10
05130 - Motor Equipment Metal Mechanic	27.97
05160 - Motor Equipment Metal Worker	25.67
05190 - Motor Vehicle Mechanic	27.97
05220 - Motor Vehicle Mechanic Helper	21.77
05250 - Motor Vehicle Upholstery Worker	24.42
05280 - Motor Vehicle Wrecker	25.67
05310 - Painter, Automotive	26.88
05340 - Radiator Repair Specialist	25.67
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	27.97
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	

11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	17.97
11122 - Housekeeping Aide	14.82
11150 - Janitor	14.92
11210 - Laborer, Grounds Maintenance	15.50
11240 - Maid or Houseman	13.98
11260 - Pruner	12.52
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	15.50
11360 - Window Cleaner	15.76
12000 - Health Occupations	
12010 - Ambulance Driver	18.77
12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	19.98
12015 - Certified Physical Therapist Assistant	18.91
12020 - Dental Assistant	15.28
12025 - Dental Hygienist	30.22
12030 - EKG Technician	21.49
12035 - Electroneurodiagnostic Technologist	21.49
12040 - Emergency Medical Technician	18.77
12071 - Licensed Practical Nurse I	17.92
12072 - Licensed Practical Nurse II	20.05
12073 - Licensed Practical Nurse III	22.35
12100 - Medical Assistant	13.84
12130 - Medical Laboratory Technician	18.45
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	19.04
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	30.38
12221 - Nursing Assistant I	8.91
12222 - Nursing Assistant II	11.96
12223 - Nursing Assistant III	13.05
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	21.71
12236 - Optical Technician	13.68
12250 - Pharmacy Technician	13.74
12280 - Phlebotomist	13.11
12305 - Radiologic Technologist	25.72
12311 - Registered Nurse I	31.36
12312 - Registered Nurse II	34.68
12313 - Registered Nurse II, Specialist	34.68
12314 - Registered Nurse III	43.85
12315 - Registered Nurse III, Anesthetist	43.85
12316 - Registered Nurse IV	48.80
12317 - Scheduler (Drug and Alcohol Testing)	24.84
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.92
13012 - Exhibits Specialist II	26.90
13013 - Exhibits Specialist III	30.35
13041 - Illustrator I	19.92
13042 - Illustrator II	24.27

13043 - Illustrator III	27.39
13047 - Librarian	37.25
13050 - Library Aide/Clerk	14.07
13054 - Library Information Technology Systems Administrator	27.17
13058 - Library Technician	19.92
13061 - Media Specialist I	17.84
13062 - Media Specialist II	19.80
13063 - Media Specialist III	21.98
13071 - Photographer I	17.07
13072 - Photographer II	19.94
13073 - Photographer III	27.17
13074 - Photographer IV	31.81
13075 - Photographer V	38.47
13110 - Video Teleconference Technician	17.07
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.11
14042 - Computer Operator II	19.63
14043 - Computer Operator III	21.49
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	27.62
14072 - Computer Programmer II (1)	27.62
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	17.11
14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.96
15020 - Aircrew Training Devices Instructor (Rated)	36.77
15030 - Air Crew Training Devices Instructor (Pilot)	40.45
15050 - Computer Based Training Specialist / Instructor	33.42
15060 - Educational Technologist	26.71
15070 - Flight Instructor (Pilot)	40.45
15080 - Graphic Artist	30.01
15090 - Technical Instructor	27.17
15095 - Technical Instructor/Course Developer	31.68
15110 - Test Proctor	21.13
15120 - Tutor	21.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.02
16030 - Counter Attendant	10.02
16040 - Dry Cleaner	12.33
16070 - Finisher, Flatwork, Machine	10.02
16090 - Presser, Hand	10.02
16110 - Presser, Machine, Drycleaning	10.02
16130 - Presser, Machine, Shirts	10.02
16160 - Presser, Machine, Wearing Apparel, Laundry	10.02
16190 - Sewing Machine Operator	13.09
16220 - Tailor	13.83

16250 - Washer, Machine	10.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.24
21030 - Material Coordinator	21.70
21040 - Material Expediter	21.70
21050 - Material Handling Laborer	16.41
21071 - Order Filler	14.16
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	12.99
21150 - Stock Clerk	16.27
21210 - Tools And Parts Attendant	16.40
21410 - Warehouse Specialist	16.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.48
23021 - Aircraft Mechanic I	25.22
23022 - Aircraft Mechanic II	26.48
23023 - Aircraft Mechanic III	27.80
23040 - Aircraft Mechanic Helper	20.36
23050 - Aircraft, Painter	20.45
23060 - Aircraft Servicer	22.30
23080 - Aircraft Worker	23.26
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	29.08
23130 - Carpenter, Maintenance	25.76
23140 - Carpet Layer	26.98
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	23.08
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	20.19
23311 - Fuel Distribution System Mechanic	24.80
23312 - Fuel Distribution System Operator	21.01
23370 - General Maintenance Worker	18.98
23380 - Ground Support Equipment Mechanic	24.83
23381 - Ground Support Equipment Servicer	21.96
23382 - Ground Support Equipment Worker	22.90
23391 - Gunsmith I	18.94
23392 - Gunsmith II	21.14
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.88
23430 - Heavy Equipment Mechanic	24.59
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	25.56

23465 - Laboratory/Shelter Mechanic	22.05
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	25.56
23592 - Metrology Technician II	26.57
23593 - Metrology Technician III	27.55
23640 - Millwright	24.23
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	23.15
23790 - Pipefitter, Maintenance	29.89
23810 - Plumber, Maintenance	28.14
23820 - Pneudraulic Systems Mechanic	23.84
23850 - Rigger	23.02
23870 - Scale Mechanic	21.99
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	26.48
23932 - Telecommunications Mechanic II	28.71
23950 - Telephone Lineman	26.47
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	23.38
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.42
24580 - Child Care Center Clerk	16.74
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	18.59
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.53
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.20
27007 - Baggage Inspector	13.99
27008 - Corrections Officer	25.58
27010 - Court Security Officer	27.12
27030 - Detection Dog Handler	17.83
27040 - Detention Officer	25.58
27070 - Firefighter	27.12
27101 - Guard I	13.99
27102 - Guard II	17.83
27131 - Police Officer I	28.66
27132 - Police Officer II	31.85
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13



28042 - Carnival Equipment Repairer	17.97
28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	13.27
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	15.01
28510 - Recreation Aide/Health Facility Attendant	10.83
28515 - Recreation Specialist	18.61
28630 - Sports Official	11.94
28690 - Swimming Pool Operator	20.37
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	21.54
29042 - Stevedore II	23.43
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	35.40
30011 - Air Traffic Control Specialist, Station (HFO) (2)	24.40
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.88
30021 - Archeological Technician I	16.42
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	25.01
30030 - Cartographic Technician	25.11
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	17.89
30062 - Drafter/CAD Operator II	21.41
30063 - Drafter/CAD Operator III	23.77
30064 - Drafter/CAD Operator IV	25.11
30081 - Engineering Technician I	17.06
30082 - Engineering Technician II	19.68
30083 - Engineering Technician III	24.15
30084 - Engineering Technician IV	25.58
30085 - Engineering Technician V	29.65
30086 - Engineering Technician VI	34.61
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	25.11
30361 - Paralegal/Legal Assistant I	19.22
30362 - Paralegal/Legal Assistant II	24.95
30363 - Paralegal/Legal Assistant III	30.55
30364 - Paralegal/Legal Assistant IV	36.93
30390 - Photo-Optics Technician	25.91
30461 - Technical Writer I	23.52
30462 - Technical Writer II	28.77
30463 - Technical Writer III	34.82
30491 - Unexploded Ordnance (UXO) Technician I	22.49
30492 - Unexploded Ordnance (UXO) Technician II	27.22
30493 - Unexploded Ordnance (UXO) Technician III	32.62
30494 - Unexploded (UXO) Safety Escort	22.49
30495 - Unexploded (UXO) Sweep Personnel	22.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	23.77
30621 - Weather Observer, Senior (3)	26.95

<b>31000 - Transportation/Mobile Equipment Operation Occupations</b>	
31020 - Bus Aide	15.62
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.45
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	22.18
31364 - Truckdriver, Tractor-Trailer	22.18
<b>99000 - Miscellaneous Occupations</b>	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	27.84
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	27.84
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	15.17
99711 - Recycling Specialist	17.37
99730 - Refuse Collector	14.67
99810 - Sales Clerk	11.96
99820 - School Crossing Guard	14.67
99830 - Survey Party Chief	19.38
99831 - Surveying Aide	12.68
99832 - Surveying Technician	17.38
99840 - Vending Machine Attendant	14.42
99841 - Vending Machine Repairer	17.64
99842 - Vending Machine Repairer Helper	14.25

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

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

- 1) 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.

Attachment #6

**QUALITY CONTROL PLAN**

**GOAL:** ATSI/ASSET will perform contract services in conformance with the Performance Requirements Summary (PRS) in order to ensure quality standards are met.

**OBJECTIVES:** Our “objective” in performing quality control measures is to ensure all areas of the PRS are rated “acceptable” during any inspection conducted by internal auditors or quality control monitors as well as government representatives.

**PLAN DESCRIPTION:** Our Quality Control Plan is based on the premise that “you get what you inspect, not what you expect.” Therefore, both scheduled and unscheduled monitoring of performance standards will be conducted by our Quality Control Team.

**QUALITY ASSURANCE TEAM COMPOSITON:** Our Quality Control Team and the frequency of inspections conducted is as follows:

QA Team Member(s)	Frequency of Inspection
Corporate Level Auditors	Quarterly
Facility Director	Random monthly inspection of selected PRS standard element
Assistant Facility Director	Random bi-weekly inspection of selected PRS standard element
Quality Control Monitor/ACA Compliance Monitor – Detention (QCM-D)	Daily inspection of selected PRS standards for detention. 75% will be scheduled and 25% random to achieve 100% PRS checks monthly.
Quality Control Monitor - Other Services (QCM-OS)	Daily inspection of selected PRS standards for detention services programs and non-Security related services. 75% will be scheduled and 25% random to achieve 100% PRS checks monthly.

**DOCUMENTATION.** Quality Control monitoring will be documented in all cases, with copies of results provided to the Department Head (DH) whose department is inspected, the Assistant Facility Director (AFD). We will utilize checklists included in the ICE Standards to provide documentation of inspection and correction of any discrepancies noted. A specific checklist will be developed for each of the 51 performance elements within the nine functional areas listed in the PRS.

**RATINGS.** Inspected items will be rated as follows:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard’s attributes are not met.

**INSPECTION PROCEDURES.** The PRS provided by the government contains hyper-links to ICE Standards. This document will be mounted on the server to expedite facility-wide access to the standards. QCMs will cut and paste these checklists into a check-list folder with individual lists titled appropriately. These checklists will then serve as inspection reports for each Functional Area Element inspected. Once an element is inspected, the inspection results will be entered on the Master Quality Control Inspection Report (MQCIR) (See "Reports" on page 9). On each checklist, a signature page will be added to indicate AFD initial review, DH action, and AFD approval of action taken. (See sample checklist on pages 3-5).

The Government's Quality Assurance Surveillance Plan will provide the acceptable performance levels for each functional area within the standards; i.e., the maximum number of discrepancies/defects that each PRS functional area/element can have before it falls below "acceptable". If a performance requirement element is rated at 100% compliance, this means that 100% of the check-list items must be acceptable in order for the performance requirement to be rated acceptable; or that 100% of the "occurrences" of a specific event/action must conform to the standard. If the percentage is less than 100, or if a specific number of deviations are allowed, then the noted performance must be within that percentage or number.

For example: One of the performance elements under Security and Control is "Population Counts". Within the ICE standard is a checklist to be utilized by QCMs to measure compliance with correct procedures; this checklist will be modified as depicted in the following pages.

Utilizing this checklist, the QCM will monitor the counts at random during a monthly performance period noting and logging any discrepancies into the MQCIR.

**NATIONAL DETENTION STANDARDS  
MONITORING INSTRUMENT**

HSCEOP 07 C 00019

Policy: All detention facilities shall ensure around-the-clock accountability for all detainees. This requires that they conduct at least one formal count of the detainee population per shift, with additional formal and informal counts conducted as necessary.

**POPULATION COUNTS**

Components	Yes	No	Remarks
1. Does staff conduct a formal count at least once each shift?			
2. Do certain activities continue while a formal count is being conducted?			
3. Do certain operations continue during formal counts?			
4. Is a certain amount of movement tolerated during a formal count?			
5. Do formal counts in all units take place simultaneously?			
6. Do at least two officers participate in the count in each area/unit? a. Always, or with some exceptions? b. If exceptions, give examples.			
7. Does the counting officer radio the count to the facility control officer? a. Is this standard procedure? b. Does the procedure include sending a count slip to the control officer after each count?			
8. Do both officers conducting the count prepare and sign the count slip? a. In indelible ink?			
9. Do officers allow detainee participation in the count? If yes, at what point? a. Preparing for the count? b. Performing the count? c. Preparing post-count documentation?			
10. Does every area/unit conduct a recount whenever an incorrect count is reported?			
11. Does a face-to-photo count follow each unsuccessful recount?			
12. Do the two officers conducting the area/unit count switch positions for the recount? a. Is this a matter of written policy?			
13. Do officers positively identify each detainee before counting him/her as present?			
14. Do written procedures cover informal and emergency counts? a. If yes, are they followed during informal counts? b. During emergencies?			
15. Does the control officer maintain an out-count record of all detainees temporarily leaving the facility?			
16. Does the facility train all officers to follow all requirements of INS' "Population Count Detention Standard"? 103			
17. Is this training documented in each officer's			



<b>Verification Sources:</b>			
The following may serve as sources of information for auditors verifying the facility's compliance with this detention standard:			
<b>Source</b>	<b>Time</b>	<b>Date</b>	<b>Location</b>
A. Observation of facility counts			
B. Observation of escort procedures (whether out counts are maintained)			
C. Facility log books			
D. Written policy and procedures			
E. Detainee and staff interviews*			

Facilities must complete the attached Plan of Action for bringing operations into compliance. For each element found out of compliance, the plan of action will specify remedial action and the estimated timetable for compliance.

**\*Remarks:** *(Record significant facts, observations, other sources used, etc.)*

\_\_\_\_\_  
**AUDITOR'S SIGNATURE**

\_\_\_\_\_  
**DATE**

---

**REVIEW BY ASSISTANT FACILITY DIRECTOR:**

---

**SIGNATURE**

---

**DATE**

---

**DEPARTMENT HEAD ACTION REPORT: (ATTACHED ADDITIONAL PAGES IF REQUIRED)**

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**SIGNATURE**

---

**DATE**

---

**DISCREPANCY CLEARANCE AUTHORIZATION**

**FROM: AFD**  
**TO: QCM**

**1. ACTION IS CONSIDERED COMPLETE FOR THIS REPORT AND IT MAY BE CLEARED FROM MQCIR.**

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**AFD SIGNATURE**

---

**DATE**

**NUMBER OF INSPECTIONS PER INSPECTION CYCLE.** Inspection cycles will equate to calendar months. In each monthly period, all 51 elements within the nine Functional Areas will be inspected by the appropriate QCM, with inspections apportioned as noted below:

PRS FUNCTIONAL AREA	ELEMENTS WEEK 1	ELEMENTS WEEK 2	ELEMENTS WEEK 3	ELEMENTS WEEK 4	TOTAL ELEMENTS
<b>Administration &amp; Management</b>	8				8
<b>Health Care*</b>	2				2
<b>Security &amp; Control</b>	3	13	2		18
<b>Food Service</b>			2		2
<b>▪ Staff &amp; Detainee Communications</b>			3		3
<b>Safety &amp; Sanitation</b>			2		2
<b>Services &amp; Programs</b>			4	7	11
<b>Workforce Integrity</b>				4	4
<b>Detainee Discrimination</b>				1	1
<b>TOTAL</b>	<b>13</b>	<b>13</b>	<b>13</b>	<b>12</b>	<b>51</b>

**\*HEALTH CARE: ONLY 2 OF 8 ELEMENTS ARE CONTRACTOR FUNCTIONS**

The above listed inspection cycle will ensure that all 51 elements of the Functional Areas listed in the PRS are inspected monthly. The order of functional area element inspections will be varied from month to month.

**PRS FUNCTIONAL AREA ELEMENTS/INSPECTIONS/SAMPLE SIZE/INSPECTORS.** The following are the 51 elements that will be inspected monthly, the size of samples required to constitute a valid inspection, and inspector:

INSPECTION AREA	MONTHLY INSPECTIONS	ANNUAL INSPECTIONS	SAMPLES P/INSPECTION	INSPECTOR
<b>Administration &amp; Management</b>				
Accommodations for Disabled	1	12	1	AFD
Contractor Quality Control Program	1	12	1	FD
Admission/Release/Orientation	1	12	10	QCM-D
Detainee Records/Files	1	12	10	QCM-D
Detainee Handbooks	1	12	10	QCM-D
Internal Inspections/Reviews Detention Management Programs	1	12	1	AFD
Funds & Personal Property	1	12	10	QCM-D
Policy Development & Monitoring	1	12	1	QCM-D
<b>TOTAL</b>	<b>8</b>	<b>96</b>		
<b>Health Care*</b>				
Communicable Disease	PHS			
Detainee Hunger Strikes	1	1	1	QCM-D
Experimental Research	PHS			
Medical, Dental and Mental Health	PHS			
Suicide Prevention	1	1	1	QCM-D
Terminal Illness, Advanced Directives and Death	PHS			
<b>TOTAL</b>	<b>2</b>	<b>24</b>		

<b>Security &amp; Control</b>				
Detainee Searches	1	12	20	QCM-D
Detainee Accountability & Supervision	1	12	20	QCM-D
Use of Force	1	12	ALL	QCM-D
Detainee Transfers	1	12	20	QCM-D
Tool & Equipment Control	1	12	20	QCM-D
Weapon Control	1	12	20	QCM-D
Detainee Discipline	1	12	20	QCM-D
Special Management Unit - ADSEG	1	12	5	QCM-D
SMU-Disciplinary Segregation	1	12	5	QCM-D
Contingency/Emergency Plan	1	12	1	QCM-D
Hold Rooms	1	12	10	QCM-D
Control of Contraband	1	12	20	QCM-D

Post Orders	1	12	ALL	QCM-D
Permanent Logs	1	12	10	QCM-D
Security Features	1	12	5	QCM-D
Security Inspections/Reviews	1	12	5	QCM-D
Sexual Assault	1	12	ALL	QCM-D
Transportation - Land	1	12	10	QCM-D
<b>TOTAL</b>	<b>18</b>	<b>216</b>		

<b>Food Service</b>				
Environmental Health & Safety	1	12	1	QCM-OS
Food Service Standards	1	12	10	QCM-OS
<b>TOTAL</b>	<b>2</b>	<b>24</b>		

<b>Staff &amp; Detainee Communications</b>				
Detainee Grievances	1	12	ALL	QCM-D
Diversity Training	1	12	1	QCM-D
Staff/Detainee Communications	1	12	10	QCM-D
<b>TOTAL</b>	<b>3</b>	<b>36</b>		

<b>Safety &amp; Sanitation</b>				
Environmental Health & Safety	1	12	1	QCM-OS
Clothing and Bedding	1	12	10	QCM-OS
<b>TOTAL</b>	<b>2</b>	<b>24</b>		

<b>Services &amp; Programs</b>				
Access to Legal Materials	1	12	5	QCM-OS
Classification Review	1	12	10	QCM-D
Detainee Mail & Correspondence	1	12	10	QCM-OS
Group Legal Representation	1	12	1	QCM-OS
Marriage Requests	1	12	ALL	QCM-OS
Non-Medical Emergency Escorted Trips	1	12	5	QCM-D
Recreation	1	12	10	QCM-D
Religious Practices	1	12	5	QCM-OS
Telephone Access	1	12	10	QCM-OS
Voluntary Work Program	1	12	10	QCM-OS
Visitation Privileges	1	12	10	QCM-D
<b>TOTAL</b>	<b>11</b>	<b>132</b>		

<b>Workforce Integrity</b>				
Staff Background and Reference checks	1	12	10	QCM-D
Staff Misconduct	1	12	10	AFD
Staffing Pattern Compliance	1	12	1	FD

Staff Training/Licensing/Credentialing	1	12	10	AFD
<b>TOTAL</b>	<b>4</b>	<b>48</b>		

<b>Detainee Discrimination</b>				
Discrimination Prevention	1	12	ALL	QCM-D
<b>TOTAL</b>	<b>1</b>	<b>12</b>		

<b>GRAND TOTAL MONTHLY INSPECTIONS</b>	<b>51</b>	<b>612</b>		
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NOTE: Inspectors may vary in accordance with availability. Corporate-level Quality Monitors will inspect no less than one half of the 51 elements on a quarterly basis to achieve two complete inspections of all elements annually. In addition to those elements noted for the FD and AFD,

**REPORTS**

ATSI/ASSET will provide a Master Quality Control Inspection Report (MQCIR). The MQCIR is an "excel" spreadsheet document mounted on the server in the QA Directory Folder. Each department will also have a sub-folder containing a condensed version of the Master Report. DH's will have read-only access to the MQCIR. The FD/AFD and QCM will have "edit" capability.

Quality Control Monitors (QCMs): QCMs will enter data in abbreviated descriptive format into the Master Quality Control Inspection Report daily, or as inspections are completed, providing paper copies of the individual inspection checklists to the applicable department head. The Quality Assurance Monitor will maintain a paper suspense copy of the inspection checklist if any item is rated below acceptable. The format for the column headings is:

Date	Control Number	Dept	Standard	Comment	Cleared
12/14/07	01001	Security	Counts	All counts cleared	Y
12/15/07	01002	Security	Counts	On 12/15/07, Unit 11 Count in error	Y
12/16/07	01002	Security	Response	Officer counseled on correct count procedures (1 <sup>st</sup> error)	Y
12/17/07	01002	AFD		Accepted/cleared	Y
12/18/07	01003	Security	Duty Log	Post 9 Officer failed to sign in when reporting for duty	N
	01003	Security	Response		N
12/20/07	01004	Security	Counts	On 12/16/07, Unit 11 Count in error	Y
12/21/07	01004	Security	Response	Officer issued warning letter; suspended for 1 day (2 <sup>nd</sup> error)	Y
	01004			Supervisor directed to closely monitor Unit 11 during counts for next 7 days	Y
12/21/07	01004	AFD		Accepted/cleared	Y
12/22/07	00000	AFD	Review	Weekly review completed; Post 9 Officer action not completed within 72 hours; <b>CSS see AFD.</b>	N
12/23/07	00000	AFD	Review	01003 extended to 12/28	N

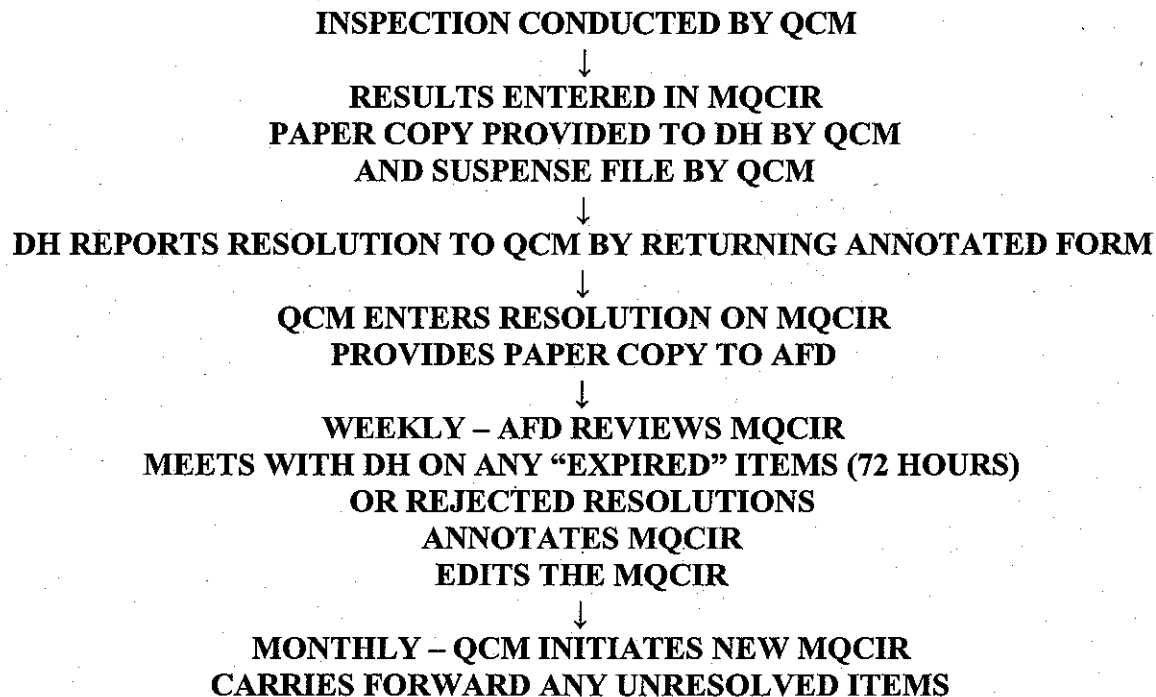
Department Heads (DH): DH's will take action to correct any discrepancy noted, annotate the action on the form and provide the original to the QCM. If the discrepancy cannot be corrected within 72 hours, the DH will forward his/her proposed plan of action to resolve the discrepancy including an estimated completion date. The QCM will maintain the report on the suspense file until the discrepancy is corrected and cleared by the AFD.

Assistant Facility Director (AFD). The AFD will review the Master Quality Control Inspection Report on a weekly basis. The AFD will personally review with the applicable DH any inspection item that has surpassed its deadline for correction. If the DH requires an extension to the deadline, the AFD may recommend an extension to the Facility Director (FD). If the FD approves the extension, approval will be documented in the MQCIR.

The MQCIR will be maintained for one calendar month and then saved in "read-only" format with a new MQCIR initiated. Any un-cleared items from the previous month year will be brought forward to the current month.

**FOLLOW-UP TO ENSURE CORRECTION OF DISCREPANCIES.** The MQCIR will inform all echelons of the chain of command of existing/noted inspection discrepancies. Only the AFD or FD will be authorized to approve final clearance of a noted discrepancy.

**INSPECTION WORK-FLOW DIAGRAM**







2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 11/09/2007	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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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	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 Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AHTNA TECHNICAL SERVICES INC ATTN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"></td> </tr> <tr> <td><input type="checkbox"/> 9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00019</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/24/2007</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.		<input type="checkbox"/> 9B. DATED (SEE ITEM 11)		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00019		<input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/24/2007	
<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.									
<input type="checkbox"/> 9B. DATED (SEE ITEM 11)									
<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00019									
<input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/24/2007									
CODE    0850091940000      FACILITY CODE									

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)      Net Increase:      \$60,954.87  
See Schedule

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

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

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

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

DUNS Number: 085009194

- The Contracting Officer is hereby changed from Deborah Locke to J. William Weinberg. Mr. Weinberg can be reached at **b2Low**
- The Contract Specialist is hereby changed from Johanna Klema to Paul Previch. Mr. Previch can be reached at **b2Low**
- The COTR is changed from John Washington to Wayne Muller **b2Low** Invoices sent to Mr. Muller shall be sent to ICE/DRO, Attn: Wayne Muller, 11th Floor, 201 Varick Street, New York, NY 10014.

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) J. William Weinberg		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

**CONTINUATION SHEET**

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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>4. The unit price of CLINs 0003, 1002, 2002, and 3002 is changed from \$ b4 per mile to \$ b4 per mile in order to conform to JTR. Notwithstanding the above, CLINs 1002, 2002, and 3002, remain unexercised options.</p> <p>5. Because the price of CLIN 0003 is being increased from b4 per mile to b4 per mile, in order to effectuate the modification to CLIN 0003 at no added cost during the current period of performance, the quantity for CLIN 0003 mileage is reduced from 84558 to 83686.</p> <p>6. Funding for CLIN 0002 is increased in the amount of b4. The funding for CLIN 0002 had been for 56 days but the period of performance was for 57 days. This action now fully funds CLIN 0002, thereby covering the costs of day 57, namely February 26, 2008.</p> <p>7. The security language for unclassified contracts is replaced to conform to recent updates.</p> <p>8. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:                      Total Amount for this Modification: b4                      New Total Amount for this Version: b4                      New Total Amount for this Award: b4                      Obligated Amount for this Modification: b4                      New Total Obligated Amount for this Award: b4</p> <p>Buyer changed                      from Johanna Klema                      to Paul W Previch</p> <p>Contracting Officer changed                      from Deborah Locke                      to J. William Weinberg</p> <p>CHANGES FOR LINE ITEM NUMBER: 2                      Quantity changed from 56 to 57                      Total Amount changed                      from b4 to b4                      Obligated Amount for this modification: b4</p> <p>Continued ...</p>				

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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>CHANGES FOR DELIVERY LOCATION: NY0128                      Quantity changed from 56 to 57                      Amount changed from <b>b4</b> to <b>b4</b></p> <p>CHANGES FOR ACCOUNTING CODE:  <b>b2High</b>                      Percent changed from 100 to 98.24561</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:  <b>b2Low</b>                      Quantity: 1                      Amount: \$ <b>b4</b>                      Percent: 1.78571                      Subject To Funding: N                      Payment Address:                      Dallas Finance Center                      P.O. Box 561567                      Attn: Bolton/Sheffield                      Dallas TX 75356-1567</p> <p>CHANGES FOR LINE ITEM NUMBER: 3                      Quantity changed from 84558 to 83686                      Unit Price changed from \$ <b>b4</b> to \$ <b>b4</b>                      Total Amount changed                      from \$ <b>b4</b> to <b>b4</b>                      Obligated Amount for this modification: <b>b4</b></p> <p>CHANGES FOR DELIVERY LOCATION: NY0128                      Quantity changed from 84558 to 83686                      Amount changed from \$ <b>b4</b> to <b>b4</b></p> <p>CHANGES FOR ACCOUNTING CODE:  <b>b2Low</b>                      Quantity changed from 83686                      Amount changed from \$ <b>b4</b> to <b>b4</b></p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:  <b>b2Low</b>                      Quantity: 0                      Amount: \$0.00                      Percent: 0                      Subject To Funding: N                      Payment Address:                      Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Dallas Finance Center P.O. Box 561567 Attn: Bolton/Sheffield Dallas TX 75356-1567</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002 Unit Price changed from \$ b4 to b4 Total Amount changed from \$ b4 to \$ b4 Anticipated Exercise date changed from 27-FEB-08 to 28-FEB-08</p> <p>CHANGES FOR DELIVERY LOCATION: NY0128 Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002 Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR DELIVERY LOCATION: NY0128 Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 3002 Unit Price changed from \$ b4 to \$ b4 Total Amount changed from \$ b4 to \$ b4</p> <p>CHANGES FOR DELIVERY LOCATION: NY0128 Amount changed from \$ b4 to \$ b4</p> <p>Discount Terms: b2Low FOB: Destination Period of Performance: 09/24/2007 to 12/26/2010</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>Operation of Detention Processing Facility at 201 Varick Street, New York, NY 10014, SUBJECT TO NOTICE TO PROCEED based upon satisfactory completion of phase-in requirements. See Performance Work Statement for required performance thresholds. This CLIN shall be invoiced monthly. The period of performance of CLIN 0002 is from January 1, 2008 through February 26, 2008. This CLIN is firm fixed price. Obligated Amount: \$ b4 Continued ...</p>	57	DA		b4

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: M166 Requisition No: DRO-08-RQ1071, FNY070013  Accounting Info: b2Low  Funded: \$0.00 Accounting Info: b2Low  Funded: \$ b4  Change Item 0003 to read as follows(amount shown is the total amount):				
0003	Transportaton services for the movement of detainees as described in PWS. This CLIN is SUBJECT TO NOTICE TO PROCEED based upon satisfactory completion of phase-in requirements. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 75% of the miles on this CLIN. The period of performance of CLIN 0003 is from January 1, 2008 through February 26, 2008. This CLIN is a fixed rate (JTR) reimbursed on actual usage. Obligated Amount: b3 Product/Service Code: V127 Requisition No: DRO-08-RQ1070, FNY070013  Accounting Info: b2Low  Funded: b4 Accounting Info: b2Low  Funded: \$0.00  Change Item 1002 to read as follows(amount shown is the total amount):	83686	DH		b4
1002	Transportaton services for the movement of detainees as described in PWS. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 500,000 miles on this CLIN. The period of Continued ...	55976	DH		b4

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>performance of CLIN 1002 is from February 27, 2008 through February 26, 2009. This is an option line item. This CLIN is a fixed rate (JTR)reimbursed on actual usage. (Option Line Item) 02/28/2008 Product/Service Code: V127</p> <p>Accounting Info: Funded: \$0.00</p> <p>Change Item 2002 to read as follows(amount shown is the total amount):</p>				
2002	<p>Transportaton services for the movement of detainees as described in PWS. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 500,000 miles on this CLIN. The period of performance of CLIN 2002 is from February 27, 2009 through February 26, 2010. This is an option line item. This CLIN is a fixed rate (JTR)reimbursed on actual usage. (Option Line Item) 09/24/2008 Product/Service Code: V127</p> <p>Accounting Info: Funded: \$0.00</p> <p>Change Item 3002 to read as follows(amount shown is the total amount):</p>	606520	DH		b4
3002	<p>Transportaton services for the movement of detainees as described in PWS. This CLIN shall be invoiced on actual mileage and not estimated. Contractor shall notify the Contracting Officer in writing within 5 days when the Contractor has used 500,000 miles on this CLIN. The period of performance of CLIN 3002 is from February 27, 2010 through December 26, 2010. This is an option line item. This CLIN is a fixed rate (JTR)reimbursed on actual usage. (Option Line Item) 09/24/2009 Product/Service Code: V127</p> <p>Accounting Info: Funded: \$0.00 Continued ...</p>	606520	DH		b4

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The security clause is replaced with the following:</p> <p>REQUIRED SECURITY CLAUSE                      SENSITIVE /UNCLASSIFIED CONTRACTS</p> <p>SECURITY REQUIREMENTS</p> <p>GENERAL                      The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEOP-07-C-00019 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.</p> <p>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                      Continued ...</p>				



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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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.</p> <p>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 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:</p> <p>1.Standard Form 85P, Questionnaire for Public Trust Positions Form will be submitted via e-QIP (electronic Questionnaires Investigation Processing) (2 copies)</p> <p>2.FD Form 258, Fingerprint Card (2 copies)</p> <p>3.Foreign National Relatives or Associates Statement</p> <p>4.DHS 11000-9, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act</p> <p>5.Drug Questionnaire</p> <p>Continued ...</p>				

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>6.Alcohol Questionnaire</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.</p> <p>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.</p> <p>Continued ...</p>				

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>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 employee(s) name and social security number, along with the adverse information being reported.</p> <p>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.</p> <p><b>EMPLOYMENT ELIGIBILITY</b> The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.</p> <p>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.</p> <p>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.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p><b>SECURITY MANAGEMENT</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>INFORMATION TECHNOLOGY SECURITY CLEARANCE</b></p> <p>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.</p> <p>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).</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT</p> <p>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.</p> <p>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.</p> <p>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).</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 01/22/2008	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 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 ATTN AL MARTINA 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. HSCEOP-07-C-00 019	10B. DATED (SEE ITEM 11) 09/24/2007

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: far 43.103 (b).
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 085009194

The purpose of this modification is to add Sonia Hernandez and Roberto Rodriguez as alternate COTRs for the Varrick Street contract.

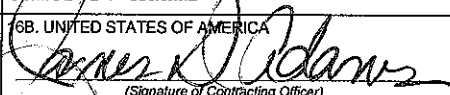
All other terms and conditions remain the same.

Period of Performance: 09/24/2007 to 12/26/2010

Program POC: Wayne Muller b2Low

Procurement POC: Paul Previch b2Low

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	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 29 Jan 08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 02/05/2008	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 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 ATTN AL MARTINA 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. HSCBOP-07-C-00 019	
		10B. DATED (SEE ITEM 11) 09/24/2007	

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: far 43.103 (b).
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 085009194

Program POC: Wayne Muller b2Low

Procurement POC: Paul Previch b2Low

The purpose of this modification is to add Mohamed Khan as an alternate COTR for the Varrick Street contract.

Period of Performance: 09/24/2007 to 12/26/2010

All other terms and conditions remain the same.

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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	5 Feb 08

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)  
 P00004 05/14/2008 FNY080017

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-DC  
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 AHTNA TECHNICAL SERVICES INC ATTN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658  
 CODE 085009194000 FACILITY CODE  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00019  
 10B. DATED (SEE ITEM 11) 09/24/2007

**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) \$23,000.00  
 b2Low

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

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

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

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

DUNS Number: 085009194  
 Program POC: Wayne Muller b2Low  
 Procurement POC: Paul Previch b2Low

The purpose of this modification is to add a CLIN to include a voluntary detainee work program at the Varick Street Facility.  
 Delivery: 30 Days After Award  
 Discount Terms:

b2Low  
 Delivery Location Code: VAR  
 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)  
 Al Martina, Senior Vice President James D. Adams  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) 05/15/2008 (Signature of Contracting Officer) 15 May 2008



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-07-C-00019/P00004

PAGE OF  
 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)
	ICE/DRO Varick Street Processing Facility 201 Varick Street New York NY 10014  FOB: Destination Period of Performance: 09/24/2007 to 12/26/2010  Add Item 1003 as follows:				
1003	VOLUNTARY DETAINEE WORK PROGRAM AT VARICK STREET SPC Obligated Amount: \$23,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Add Item 2003 as follows:	23000	DA	1.00	23,000.00
2003	OPTION YEAR VOLUNTARY DETAINEE WORK PROGRAM Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Add Item 3003 as follows:		DA		0.00
3003	OPTION: VOLUNTARY DETAINEE WORK PROGRAM Product/Service Code: S206 Product/Service Description: GUARD SERVICES All other terms and conditions remain the same.		DA		0.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 06/03/2008		4. REQUISITION/PURCHASE REQ. NO. FNY080013.2	
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		5. PROJECT NO. (If applicable)	
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 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 ATTN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658			9A. AMENDMENT OF SOLICITATION NO. (x)		
CODE 0850091940000			FACILITY CODE		
			9B. DATED (SEE ITEM 11)		
			X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCFOP-07-C-00 019		
			10B. DATED (SEE ITEM 11) 09/24/2007		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$2,300,000.00

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

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

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

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

DUNS Number: 085009194  
Program POC: Wayne Muller b2Low

Procurement POC: Paul Preovich b2Low

The purpose of this modification is to add additional funding of \$2,300,000 for monthly expenditures at Varick.

Delivery: 30 Days After Award

Discount Terms:

b2Low

Delivery Location Code: VAR

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	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	3 June 08

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  
 HSCEOP-07-C-00 019/P00005

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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)
3004	ICE/DRO Varick Street Processing Facility 201 Varick Street New York NY 10014  Accounting Info:  b2Low -----  FOB: Destination Period of Performance: 09/24/2007 to 12/26/2010  Add Item 3004 as follows:  Guard Services Obligated Amount: \$2,300,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  All other terms and conditions remain the same.	1	LO	2,300,000.00	2,300,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00006		08/20/2008		DRO-08-RQ1167.1	
6. ISSUED BY		CODE		5. PROJECT NO. (if applicable)	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		ICB/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6)	
				CODE ICB/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.			
AHTNA TECHNICAL SERVICES INC ATTN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.		HSCEOP-07-C-00 019	
		10B. DATED (SEE ITEM 11)		09/24/2007	
CODE 0850091940000		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$11,297,011.89  
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) 43.103 (a) & 52.217-9

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.)**

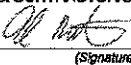

DUNS Number: 085009194  
Program POC: Wayne Muller b2Low  
Procurement POC: Paul Previch b2Low

The purpose of this modification is to do the following:

1. Exercise Option Period 1 under FAR clause 52.217-9 Option to Extend the Term of the Contract

The contractor must notify the Contracting Officer in writing within thirty (30) days after 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) Al Martina, Senior Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 21-Aug-2008	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15C. DATE SIGNED 21 AUG 08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCBOP-07-C-00 019/P00006

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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)
1001.1	<p>receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>The attached wage determination number 2005-2375 revision number 5 dated 5/29/2008 applies.</p> <p>2. Provide funding for operations from 2/27/2008 to 9/30/2008. The following clause applies beyond 9/30/2008:</p> <p>52.232-19 Availability of Funds for the Next Fiscal Year.</p> <p>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>Delivery: 30 Days After Award</p> <p>Discount Terms:</p> <p style="text-align: center;">b2Low</p> <p>Delivery Location Code: VAR</p> <p>ICE/DRO</p> <p>Varick Street Processing Facility</p> <p>201 Varick Street</p> <p>New York NY 10014</p> <p>Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>FOB: Destination</p> <p>Period of Performance: 09/24/2007 to 12/26/2010</p> <p>Add Item 1001.1 as follows:</p> <p>CLIN 1001.</p> <p>Continued ...</p>	1	EA		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCROP-07-C-00 019/P00006

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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)
	Funding for Varick Street facility through 9/30/2008 Obligated Amount: \$11,297,011.89 Product/Service Code: M166  All other terms and conditions remain the same.			11,297,011.89	11,297,011.89

WD 05-2375 (Rev.-5) was first posted on www.wdol.gov on 06/03/2008

\*\*\*\*\*  
 \*\*\*\*\*

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

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

Shirley F. Ebbesen            Division of  
 Director                      Wage Determinations

Wage Determination No.: 2005-2375  
 Revision No.: 5  
 Date Of Revision: 05/29/2008

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,  
 Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and  
 Westchester Counties only. See Wage Determination 1977-0225 for wage rates and  
 fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.33
01012 - Accounting Clerk II	16.28
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	27.78
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	25.16
01070 - Document Preparation Clerk	15.15
01090 - Duplicating Machine Operator	14.03
01111 - General Clerk I	13.47
01112 - General Clerk II	15.41
01113 - General Clerk III	17.11
01120 - Housing Referral Assistant	22.74
01141 - Messenger Courier	11.97
01191 - Order Clerk I	18.05
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	17.11
01262 - Personnel Assistant (Employment) II	19.63
01263 - Personnel Assistant (Employment) III	22.12
01270 - Production Control Clerk	22.12
01280 - Receptionist	15.28
01290 - Rental Clerk	17.74
01300 - Scheduler, Maintenance	17.50
01311 - Secretary I	17.50
01312 - Secretary II	21.38
01313 - Secretary III	22.74
01320 - Service Order Dispatcher	20.00

01410 - Supply Technician	27.78
01420 - Survey Worker	19.06
01531 - Travel Clerk I	14.30
01532 - Travel Clerk II	15.50
01533 - Travel Clerk III	16.83
01611 - Word Processor I	16.51
01612 - Word Processor II	18.49
01613 - Word Processor III	21.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	17.97
11122 - Housekeeping Aide	14.82
11150 - Janitor	15.05
11210 - Laborer, Grounds Maintenance	15.50
11240 - Maid or Houseman	13.98
11260 - Pruner	12.52
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	15.50
11360 - Window Cleaner	16.25
12000 - Health Occupations	
12010 - Ambulance Driver	18.77
12011 - Breath Alcohol Technician	22.06
12012 - Certified Occupational Therapist Assistant	20.71
12015 - Certified Physical Therapist Assistant	19.52
12020 - Dental Assistant	15.42
12025 - Dental Hygienist	32.27
12030 - EKG Technician	23.64
12035 - Electroneurodiagnostic Technologist	23.64



12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	18.36
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	22.95
12100 - Medical Assistant	15.22
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	19.68
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	32.31
12221 - Nursing Assistant I	9.80
12222 - Nursing Assistant II	13.16
12223 - Nursing Assistant III	14.36
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	21.71
12236 - Optical Technician	14.20
12250 - Pharmacy Technician	13.74
12280 - Phlebotomist	14.26
12305 - Radiologic Technologist	27.33
12311 - Registered Nurse I	31.55
12312 - Registered Nurse II	34.68
12313 - Registered Nurse II, Specialist	34.68
12314 - Registered Nurse III	43.98
12315 - Registered Nurse III, Anesthetist	43.98
12316 - Registered Nurse IV	52.78
12317 - Scheduler (Drug and Alcohol Testing)	25.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.91
13012 - Exhibits Specialist II	29.59
13013 - Exhibits Specialist III	33.39
13041 - Illustrator I	21.91
13042 - Illustrator II	26.70
13043 - Illustrator III	30.13
13047 - Librarian	37.25
13050 - Library Aide/Clerk	14.35
13054 - Library Information Technology Systems Administrator	29.89
13058 - Library Technician	21.91
13061 - Media Specialist I	19.56
13062 - Media Specialist II	21.78
13063 - Media Specialist III	24.18
13071 - Photographer I	18.78
13072 - Photographer II	21.93
13073 - Photographer III	29.89
13074 - Photographer IV	34.99
13075 - Photographer V	42.32
13110 - Video Teleconference Technician	18.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.75
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	28.87
14071 - Computer Programmer I (1)	27.62
14072 - Computer Programmer II (1)	27.62
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	18.75

14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.73
15020 - Aircrew Training Devices Instructor (Rated)	40.44
15030 - Air Crew Training Devices Instructor (Pilot)	44.50
15050 - Computer Based Training Specialist / Instructor	35.73
15060 - Educational Technologist	29.38
15070 - Flight Instructor (Pilot)	44.50
15080 - Graphic Artist	30.38
15090 - Technical Instructor	28.58
15095 - Technical Instructor/Course Developer	34.85
15110 - Test Proctor	23.24
15120 - Tutor	23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.40
16030 - Counter Attendant	10.40
16040 - Dry Cleaner	12.80
16070 - Finisher, Flatwork, Machine	10.40
16090 - Presser, Hand	10.40
16110 - Presser, Machine, Drycleaning	10.40
16130 - Presser, Machine, Shirts	10.40
16160 - Presser, Machine, Wearing Apparel, Laundry	10.40
16190 - Sewing Machine Operator	13.59
16220 - Tailor	14.36
16250 - Washer, Machine	11.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	21.70
21040 - Material Expediter	21.70
21050 - Material Handling Laborer	16.41
21071 - Order Filler	14.16
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	13.48
21150 - Stock Clerk	16.89
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.47
23021 - Aircraft Mechanic I	26.16
23022 - Aircraft Mechanic II	27.47
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	23.13
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	31.99
23130 - Carpenter, Maintenance	28.34
23140 - Carpet Layer	26.98
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	23.18

23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	20.54
23311 - Fuel Distribution System Mechanic	25.98
23312 - Fuel Distribution System Operator	21.56
23370 - General Maintenance Worker	20.88
23380 - Ground Support Equipment Mechanic	26.16
23381 - Ground Support Equipment Servicer	23.13
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	20.54
23392 - Gunsmith II	22.77
23393 - Gunsmith III	24.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.88	
23430 - Heavy Equipment Mechanic	24.59
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	25.56
23465 - Laboratory/Shelter Mechanic	23.76
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	25.56
23592 - Metrology Technician II	26.57
23593 - Metrology Technician III	27.55
23640 - Millwright	26.65
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	23.15
23790 - Pipefitter, Maintenance	29.89
23810 - Plumber, Maintenance	30.95
23820 - Pneudraulic Systems Mechanic.	24.75
23850 - Rigger	23.02
23870 - Scale Mechanic	22.77
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	29.13
23932 - Telecommunications Mechanic II	31.02
23950 - Telephone Lineman	29.12
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	23.38
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.53
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.32
27007 - Baggage Inspector	15.39
27008 - Corrections Officer	27.21
27010 - Court Security Officer	27.55

27030 - Detection Dog Handler	19.61
27040 - Detention Officer	27.21
27070 - Firefighter	27.88
27101 - Guard I	15.39
27102 - Guard II	19.61
27131 - Police Officer I	29.43
27132 - Police Officer II	32.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97
28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	13.67
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	15.29
28510 - Recreation Aide/Health Facility Attendant	11.17
28515 - Recreation Specialist	18.95
28630 - Sports Official	12.18
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	23.69
29042 - Stevedore II	25.77
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.47
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.69
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	25.52
30030 - Cartographic Technician	25.52
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	18.43
30062 - Drafter/CAD Operator II	21.41
30063 - Drafter/CAD Operator III	23.77
30064 - Drafter/CAD Operator IV	27.62
30081 - Engineering Technician I	17.77
30082 - Engineering Technician II	19.99
30083 - Engineering Technician III	24.15
30084 - Engineering Technician IV	27.76
30085 - Engineering Technician V	32.62
30086 - Engineering Technician VI	38.07
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	25.11
30361 - Paralegal/Legal Assistant I	21.14
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.98
30364 - Paralegal/Legal Assistant IV	39.71
30390 - Photo-Optics Technician	25.91
30461 - Technical Writer I	25.87
30462 - Technical Writer II	31.65
30463 - Technical Writer III	38.30
30491 - Unexploded Ordnance (UXO) Technician I	23.17
30492 - Unexploded Ordnance (UXO) Technician II	28.04
30493 - Unexploded Ordnance (UXO) Technician III	33.61
30494 - Unexploded (UXO) Safety Escort	23.17
30495 - Unexploded (UXO) Sweep Personnel	23.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.77

30621 - Weather Observer, Senior (2)	26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.10
31364 - Truckdriver, Tractor-Trailer	23.10
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	30.19
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	15.57
99711 - Recycling Specialist	17.72
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	14.67
99830 - Survey Party Chief	21.32
99831 - Surveying Aide	13.95
99832 - Surveying Technician	19.12
99840 - Vending Machine Attendant	15.86
99841 - Vending Machine Repairer	19.40
99842 - Vending Machine Repairer Helper	15.68

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 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 4174)

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

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

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

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

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

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A 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.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 08/21/2008	4. REQUISITION/PURCHASE REQ. NO. FNY080013	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 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 ATTN AL MARTINA 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. HSCEOP-07-C-00 019	10B. DATED (SEE ITEM 11) 09/24/2007	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$246,566.00  
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) changes clause

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: Wayne Muller b2Low

Procurement POC: Paul Previch b2Low

The purpose of this modification is to do the following:

- Add on to Section B of the contract the additional guard post needed on the 4th floor detention area near the elevator as quoted by Al Martina. This includes CLINs 002, 1001, 2001, 3001

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	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	21 Aug 08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEOP-07-C-00 019/P00007

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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)
3005	<p>2. Provide funding through September 30, 2008. The following clause applies beyond: 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. Delivery: 30 Days After Award Discount Terms: b2Low Delivery Location Code: VAR ICE/DRO Varick Street Processing Facility 201 Varick Street New York NY 10014  Accounting Info: b2Low -----  FOB: Destination Period of Performance: 09/24/2007 to 12/26/2010  Add Item 3005 as follows:  Additional Guard Post for 4th floor elevator near detention area. To be added to CLIN 002, 1001, 2001, and 3001 Obligated Amount: \$246,566.00 Product/Service Code: M166  All other terms and conditions remain the same.</p>	1	EA	246,566.00	246,566.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 12/01/2008	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 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 ATN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00019	
		10B. DATED (SEE ITEM 11) 09/24/2007	
CODE 0850091940000	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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

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

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

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

DUNS Number: 085009194

Program POC: Wayne Muller **b2Low**

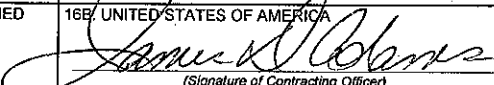
Procurement POC: Paul Previch **b2Low**

The purpose of this modification is to update the invoicing instructions as follows:

Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 12/01/2008 and pertains to all invoices submitted on that date and thereafter.

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  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1 Dec 2008

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>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:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620</p> <p>Attn: ICE-DRO-FOD-FNY</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 on or after 12/01/2008 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> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor;</li> <li>(ii) Invoice date and number;</li> <li>(iii) Contract number, contract line item number and, if applicable, the order number;</li> <li>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vi) Terms of any discount for prompt payment offered;</li> <li>(vii) Name and address of official to whom</li> </ul> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-07-C-00019/P00008

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 3 3

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>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> <p>Period of Performance: 09/24/2007 to 12/26/2010                      All other terms and conditions remain the same.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   15
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192109FNY31130023	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 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 801 I Street NW, Suite 930 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 ATTN AL MARTINA 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. HSCEOP-07-C-00019	10B. DATED (SEE ITEM 11) 09/24/2007

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$9,674,232.50  
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), exercise option

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

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

DUNS Number: 085009194  
Program POC: Wayne Muller b2Low  
Procurement POC: Paul Previch b2Low

The purpose of this modification is to update the invoicing instructions as follows:

Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 12/01/2008 and pertains to all invoices submitted on that date and thereafter.

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  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9 Dec 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-07-C-00019/P00009

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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>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:</p> <p>DHS, ICE                      Burlington Finance Center                      P.O. Box 1620                      Williston, VT 05495-1620</p> <p>Attn: ICE-DRO-FOD-FNY</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 on or after 12/01/2008 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 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</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-07-C-00019/P00009

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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>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> <p>Delivery: 30 Days After Award                      Discount Terms:                      b2Low</p> <p>Delivery Location Code: VRK                      Department of Homeland Security                      201 Varick Street                      New York NY 10014</p> <p>FOB: Destination                      Period of Performance: 09/24/2007 to 12/26/2010</p> <p>Add Item 3006 as follows:                      Continued ...</p>				



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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)
3006	CLIN 1001 GUARD SERVICES Obligated Amount: \$ b4 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info:  b2Low -----  Funded: \$ b4  Add Item 3007 as follows:	5	EA	b4	
3007	CLIN 1002: 5 MONTHS TRANSPORTATION @ .585 PER MILE. Obligated Amount: \$ b4 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info:  b2Low -----  Funded: \$ b4  Add Item 3008 as follows:	5	MO	b4	
3008	CLIN 1003: Volunteer Detainee Work Program  Obligated Amount: \$ b4 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info:  b2Low -----  Funded: \$ b4  Add Item 3009 as follows:	10000	DA	b4	
3009	CLIN 1004: ON CALL MEDICAL POST DETENTION SERVICES.  Obligated Amount: \$ b4 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Continued ...	5	EA	b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEOP-07-C-00019/P00009

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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>Accounting Info:</p> <p style="text-align: center;">b2Low -----</p> <p>Funded: \$ b4</p> <p>All other terms and conditions remain the same.</p>				

WD 05-2375 (Rev.-6) was first posted on www.wdol.gov on 09/16/2008

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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
---	--

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2375  
Revision No.: 6  
Date Of Revision: 09/11/2008

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,  
Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and  
Weschester Counties only. See Wage Determination 1977-0225 for wage rates and  
fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.11
01012 - Accounting Clerk II	17.76
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	29.37
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	25.16
01070 - Document Preparation Clerk	15.15
01090 - Duplicating Machine Operator	14.69
01111 - General Clerk I	14.82
01112 - General Clerk II	16.95
01113 - General Clerk III	18.82
01120 - Housing Referral Assistant	23.35
01141 - Messenger Courier	11.97
01191 - Order Clerk I	18.05
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	17.89
01262 - Personnel Assistant (Employment) II	20.03
01263 - Personnel Assistant (Employment) III	23.27
01270 - Production Control Clerk	23.27
01280 - Receptionist	15.28
01290 - Rental Clerk	17.89
01300 - Scheduler, Maintenance	19.25
01311 - Secretary I	19.25
01312 - Secretary II	22.56
01313 - Secretary III	23.35
01320 - Service Order Dispatcher	20.00

01410 - Supply Technician	29.37
01420 - Survey Worker	20.03
01531 - Travel Clerk I	14.74
01532 - Travel Clerk II	15.97
01533 - Travel Clerk III	17.34
01611 - Word Processor I	17.16
01612 - Word Processor II	19.09
01613 - Word Processor III	21.45
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	18.39
11122 - Housekeeping Aide	14.82
11150 - Janitor	15.30
11210 - Laborer, Grounds Maintenance	15.86
11240 - Maid or Houseman	13.98
11260 - Pruner	13.76
11270 - Tractor Operator	17.53
11330 - Trail Maintenance Worker	15.86
11360 - Window Cleaner	16.52
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	21.85
12015 - Certified Physical Therapist Assistant	21.08
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	32.86
12030 - EKG Technician	26.00
12035 - Electroneurodiagnostic Technologist	26.00

12040 - Emergency Medical Technician	22.72
12071 - Licensed Practical Nurse I	20.12
12072 - Licensed Practical Nurse II	22.61
12073 - Licensed Practical Nurse III	23.58
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	20.55
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	34.38
12221 - Nursing Assistant I	10.78
12222 - Nursing Assistant II	14.37
12223 - Nursing Assistant III	15.13
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	22.61
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	13.74
12280 - Phlebotomist	14.26
12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	31.62
12312 - Registered Nurse II	36.82
12313 - Registered Nurse II, Specialist	36.82
12314 - Registered Nurse III	44.98
12315 - Registered Nurse III, Anesthetist	44.98
12316 - Registered Nurse IV	53.98
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.10
13012 - Exhibits Specialist II	31.89
13013 - Exhibits Specialist III	36.73
13041 - Illustrator I	24.10
13042 - Illustrator II	29.37
13043 - Illustrator III	33.14
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	31.89
13058 - Library Technician	24.10
13061 - Media Specialist I	21.52
13062 - Media Specialist II	23.96
13063 - Media Specialist III	26.60
13071 - Photographer I	18.78
13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	38.49
13075 - Photographer V	46.55
13110 - Video Teleconference Technician	20.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.75
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	28.87
14071 - Computer Programmer I (1)	
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.75

14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	37.04
15020 - Aircrew Training Devices Instructor (Rated)	43.48
15030 - Air Crew Training Devices Instructor (Pilot)	48.95
15050 - Computer Based Training Specialist / Instructor	37.04
15060 - Educational Technologist	32.32
15070 - Flight Instructor (Pilot)	48.95
15080 - Graphic Artist	31.32
15090 - Technical Instructor	31.44
15095 - Technical Instructor/Course Developer	38.34
15110 - Test Proctor	25.30
15120 - Tutor	25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.72
16030 - Counter Attendant	10.72
16040 - Dry Cleaner	13.19
16070 - Finisher, Flatwork, Machine	10.72
16090 - Presser, Hand	10.72
16110 - Presser, Machine, Drycleaning	10.72
16130 - Presser, Machine, Shirts	10.72
16160 - Presser, Machine, Wearing Apparel, Laundry	10.72
16190 - Sewing Machine Operator	14.01
16220 - Tailor	14.80
16250 - Washer, Machine	11.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	22.56
21040 - Material Expediter	22.56
21050 - Material Handling Laborer	16.41
21071 - Order Filler	15.58
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	13.89
21150 - Stock Clerk	17.41
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.47
23021 - Aircraft Mechanic I	26.16
23022 - Aircraft Mechanic II	27.47
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	23.33
23060 - Aircraft Servicer	23.13
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	35.19
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	26.98
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	25.50

23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	22.43
23311 - Fuel Distribution System Mechanic	27.29
23312 - Fuel Distribution System Operator	22.65
23370 - General Maintenance Worker	22.97
23380 - Ground Support Equipment Mechanic	26.16
23381 - Ground Support Equipment Servicer	23.13
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	22.43
23392 - Gunsmith II	24.87
23393 - Gunsmith III	27.23
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.91	
23430 - Heavy Equipment Mechanic	24.59
23440 - Heavy Equipment Operator	34.38
23460 - Instrument Mechanic	27.62
23465 - Laboratory/Shelter Mechanic	25.95
23470 - Laborer	15.95
23510 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23591 - Metrology Technician I	27.62
23592 - Metrology Technician II	28.71
23593 - Metrology Technician III	29.77
23640 - Millwright	29.32
23710 - Office Appliance Repairer	22.95
23760 - Painter, Maintenance	25.47
23790 - Pipefitter, Maintenance	32.88
23810 - Plumber, Maintenance	32.93
23820 - Pneudraulic Systems Mechanic	27.03
23850 - Rigger	23.02
23870 - Scale Mechanic	24.87
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	32.03
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	23.38
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.87
24580 - Child Care Center Clerk	17.30
24610 - Chore Aide	12.67
24620 - Family Readiness And Support Services Coordinator	14.89
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.06
25040 - Sewage Plant Operator	27.01
25070 - Stationary Engineer	28.06
25190 - Ventilation Equipment Tender	21.53
25210 - Water Treatment Plant Operator	27.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.94
27007 - Baggage Inspector	16.93
27008 - Corrections Officer	29.93
27010 - Court Security Officer	30.31

27030 - Detection Dog Handler	20.36
27040 - Detention Officer	29.93
27070 - Firefighter	28.58
27101 - Guard I	16.93
27102 - Guard II	20.36
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97
28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	14.21
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	15.90
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	20.52
28630 - Sports Official	12.66
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	23.79
29042 - Stevedore II	27.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.92
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.79
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	25.79
30030 - Cartographic Technician	25.79
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	18.63
30062 - Drafter/CAD Operator II	21.41
30063 - Drafter/CAD Operator III	23.77
30064 - Drafter/CAD Operator IV	28.66
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.43
30083 - Engineering Technician III	24.15
30084 - Engineering Technician IV	28.38
30085 - Engineering Technician V	34.62
30086 - Engineering Technician VI	41.88
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	25.79
30361 - Paralegal/Legal Assistant I	21.79
30362 - Paralegal/Legal Assistant II	27.02
30363 - Paralegal/Legal Assistant III	33.12
30364 - Paralegal/Legal Assistant IV	39.88
30390 - Photo-Optics Technician	25.91
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	24.09
30492 - Unexploded Ordnance (UXO) Technician II	29.15
30493 - Unexploded Ordnance (UXO) Technician III	34.94
30494 - Unexploded (UXO) Safety Escort	24.09
30495 - Unexploded (UXO) Sweep Personnel	24.09
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.77



30621 - Weather Observer, Senior (2)	26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.19
31364 - Truckdriver, Tractor-Trailer	23.19
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	31.49
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.37
99710 - Recycling Laborer	16.39
99711 - Recycling Specialist	18.67
99730 - Refuse Collector	15.18
99810 - Sales Clerk	13.36
99820 - School Crossing Guard	15.07
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	14.68
99832 - Surveying Technician	20.12
99840 - Vending Machine Attendant	17.45
99841 - Vending Machine Repairer	21.34
99842 - Vending Machine Repairer Helper	17.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 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 4174)

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

1) Under the SCA at section 8(b), this wage determination does not apply to any

employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, 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

ordance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. P00010  
 3. EFFECTIVE DATE 12/11/2008  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)  
 6. ISSUED BY CODE ICE/DM/DC-DC  
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street NW, Suite 930  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 AHTNA TECHNICAL SERVICES INC  
 ATTN AL MARTINA  
 1400 W BENSON BLVD SUITE 210  
 ANCHORAGE AK 995033658

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 HSCEOP-07-C-00019  
 10B. DATED (SEE ITEM 11)  
 09/24/2007

CODE 0850091940000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 085009194  
 Program POC: Wayne Muller b2Low  
 Procurement POC: Paul Preovich b2Low

The purpose of this modification is to incorporate effective immediately the new ICE National Performance Based Detention Standards. These can be found in full form on the Internet at <http://www.ice.gov/partners/dro/pbnds/index.htm>

All other terms and conditions remain the same.  
 Period of Performance: 09/24/2007 to 12/26/2010  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Paul W. Preovich  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 12-11-08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEOP-07-C-00019/P00010

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)

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 02/19/2009	4. REQUISITION/PURCHASE REQ. NO. 192109FNY31130034	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite930 Attn: Paul Previch Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  AHTNA TECHNICAL SERVICES INC ATTN AL MARTINA 1400 W BENSON BLVD SUITE 210 ANCHORAGE AK 995033658	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-C-00019  10B. DATED (SEE ITEM 11) 09/24/2007
CODE 0850091940000	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,869,693.00  
 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) unilateral modification

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

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

DUNS Number: 085009194  
 Program POC: Wayne Muller b2Low  
 Procurement POC: Paul Previch b2Low

The purpose of this modification is to exercise option period two on this contract. This under FAR clause 52.217-9. This will also add funds through April 2009.

The contractor must notify the Contracting Officer in writing within thirty (30) days aft receipt of this modification of any increase claimed under the Fair Labor Standards Act a 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	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 18 Feb 09
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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>Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>The attached wage determination number 2005-2375 revision number 6 dated 9/11/2008 applies.</p> <p>Delivery: 30 Days After Award            Discount Terms:</p> <p style="text-align: center;">b2Low</p> <p>Delivery Location Code: VRK            Department of Homeland Security            201 Varick Street            New York NY 10014</p> <p>FOB: Destination            Period of Performance: 09/24/2007 to 12/26/2010</p> <p>Add Item 3010 as follows:</p>				
3010	<p>CLIN 2001: Guard Services            Obligated Amount: \$ b4            Product/Service Code: S206            Product/Service Description: GUARD SERVICES</p> <p>Accounting Info:</p> <p style="text-align: center;">b2Low -----</p> <p>Funded: \$ b4</p> <p>Add Item 3011 as follows:</p>	2	EA		b4
3011	<p>CLIN 2002: 2 MONTHS TRANSPORTATION @ .585 PER MILE. Mileage to be billed per mile at actual mileage.            Obligated Amount: \$ b4            Product/Service Code: S206            Product/Service Description: GUARD SERVICES</p> <p>Accounting Info:</p> <p style="text-align: center;">b2Low -----</p> <p>Funded: \$ b4</p> <p>Add Item 3012 as follows:            Continued ...</p>	2	EA		b4



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCBOP-07-C-00019/P00011

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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)
3012	<p>CLIN 2004: 2 MONTHS ON CALL MEDICAL POST DETENTION SERVICES Obligated Amount: : b4 Product/Service Code: S206 Product/Service Description: GUARD SERVICES  Accounting Info:  b2Low -----  Funded: : b4</p>	2	EA		b4

WD 05-2375 (Rev.-6) was first posted on www.wdol.gov on 09/16/2008

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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

Shirley F. Ebbesen            Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2375  
Revision No.: 6  
Date Of Revision: 09/11/2008

State: New York

Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond,  
Rockland, Westchester

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and  
Weschester Counties only. See Wage Determination 1977-0225 for wage rates and  
fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.11
01012 - Accounting Clerk II	17.76
01013 - Accounting Clerk III	20.96
01020 - Administrative Assistant	29.37
01040 - Court Reporter	21.19
01051 - Data Entry Operator I	13.95
01052 - Data Entry Operator II	15.22
01060 - Dispatcher, Motor Vehicle	25.16
01070 - Document Preparation Clerk	15.15
01090 - Duplicating Machine Operator	14.69
01111 - General Clerk I	14.82
01112 - General Clerk II	16.95
01113 - General Clerk III	18.82
01120 - Housing Referral Assistant	23.35
01141 - Messenger Courier	11.97
01191 - Order Clerk I	18.05
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	17.89
01262 - Personnel Assistant (Employment) II	20.03
01263 - Personnel Assistant (Employment) III	23.27
01270 - Production Control Clerk	23.27
01280 - Receptionist	15.28
01290 - Rental Clerk	17.89
01300 - Scheduler, Maintenance	19.25
01311 - Secretary I	19.25
01312 - Secretary II	22.56
01313 - Secretary III	23.35
01320 - Service Order Dispatcher	20.00

01410 - Supply Technician	29.37
01420 - Survey Worker	20.03
01531 - Travel Clerk I	14.74
01532 - Travel Clerk II	15.97
01533 - Travel Clerk III	17.34
01611 - Word Processor I	17.16
01612 - Word Processor II	19.09
01613 - Word Processor III	21.45
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.94
05010 - Automotive Electrician	27.14
05040 - Automotive Glass Installer	26.01
05070 - Automotive Worker	26.01
05110 - Mobile Equipment Servicer	23.26
05130 - Motor Equipment Metal Mechanic	28.87
05160 - Motor Equipment Metal Worker	26.01
05190 - Motor Vehicle Mechanic	28.27
05220 - Motor Vehicle Mechanic Helper	22.05
05250 - Motor Vehicle Upholstery Worker	24.88
05280 - Motor Vehicle Wrecker	26.01
05310 - Painter, Automotive	27.14
05340 - Radiator Repair Specialist	26.01
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	28.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Food Service Worker	14.67
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	15.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.90
09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.92
11060 - Elevator Operator	14.67
11090 - Gardener	18.39
11122 - Housekeeping Aide	14.82
11150 - Janitor	15.30
11210 - Laborer, Grounds Maintenance	15.86
11240 - Maid or Houseman	13.98
11260 - Pruner	13.76
11270 - Tractor Operator	17.53
11330 - Trail Maintenance Worker	15.86
11360 - Window Cleaner	16.52
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.61
12012 - Certified Occupational Therapist Assistant	21.85
12015 - Certified Physical Therapist Assistant	21.08
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	32.86
12030 - EKG Technician	26.00
12035 - Electroneurodiagnostic Technologist	26.00

12040 - Emergency Medical Technician	22.72
12071 - Licensed Practical Nurse I	20.12
12072 - Licensed Practical Nurse II	22.61
12073 - Licensed Practical Nurse III	23.58
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	20.30
12160 - Medical Record Clerk	17.28
12190 - Medical Record Technician	20.55
12195 - Medical Transcriptionist	17.28
12210 - Nuclear Medicine Technologist	34.38
12221 - Nursing Assistant I	10.78
12222 - Nursing Assistant II	14.37
12223 - Nursing Assistant III	15.13
12224 - Nursing Assistant IV	16.01
12235 - Optical Dispenser	22.61
12236 - Optical Technician	15.32
12250 - Pharmacy Technician	13.74
12280 - Phlebotomist	14.26
12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	31.62
12312 - Registered Nurse II	36.82
12313 - Registered Nurse II, Specialist	36.82
12314 - Registered Nurse III	44.98
12315 - Registered Nurse III, Anesthetist	44.98
12316 - Registered Nurse IV	53.98
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.10
13012 - Exhibits Specialist II	31.89
13013 - Exhibits Specialist III	36.73
13041 - Illustrator I	24.10
13042 - Illustrator II	29.37
13043 - Illustrator III	33.14
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	31.89
13058 - Library Technician	24.10
13061 - Media Specialist I	21.52
13062 - Media Specialist II	23.96
13063 - Media Specialist III	26.60
13071 - Photographer I	18.78
13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	38.49
13075 - Photographer V	46.55
13110 - Video Teleconference Technician	20.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.75
14042 - Computer Operator II	21.07
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.94
14045 - Computer Operator V	28.87
14071 - Computer Programmer I (1)	
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.75

14160 - Personal Computer Support Technician	26.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	37.04
15020 - Aircrew Training Devices Instructor (Rated)	43.48
15030 - Air Crew Training Devices Instructor (Pilot)	48.95
15050 - Computer Based Training Specialist / Instructor	37.04
15060 - Educational Technologist	32.32
15070 - Flight Instructor (Pilot)	48.95
15080 - Graphic Artist	31.32
15090 - Technical Instructor	31.44
15095 - Technical Instructor/Course Developer	38.34
15110 - Test Proctor	25.30
15120 - Tutor	25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.72
16030 - Counter Attendant	10.72
16040 - Dry Cleaner	13.19
16070 - Finisher, Flatwork, Machine	10.72
16090 - Presser, Hand	10.72
16110 - Presser, Machine, Drycleaning	10.72
16130 - Presser, Machine, Shirts	10.72
16160 - Presser, Machine, Wearing Apparel, Laundry	10.72
16190 - Sewing Machine Operator	14.01
16220 - Tailor	14.80
16250 - Washer, Machine	11.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.13
19040 - Tool And Die Maker	23.35
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	22.56
21040 - Material Expediter	22.56
21050 - Material Handling Laborer	16.41
21071 - Order Filler	15.58
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	13.89
21150 - Stock Clerk	17.41
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.47
23021 - Aircraft Mechanic I	26.16
23022 - Aircraft Mechanic II	27.47
23023 - Aircraft Mechanic III	28.84
23040 - Aircraft Mechanic Helper	21.12
23050 - Aircraft, Painter	23.33
23060 - Aircraft Servicer	23.13
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	20.36
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	35.19
23130 - Carpenter, Maintenance	29.89
23140 - Carpet Layer	26.98
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	23.39
23182 - Electronics Technician Maintenance II	29.17
23183 - Electronics Technician Maintenance III	31.14
23260 - Fabric Worker	25.50

23290	- Fire Alarm System Mechanic	21.67
23310	- Fire Extinguisher Repairer	22.43
23311	- Fuel Distribution System Mechanic	27.29
23312	- Fuel Distribution System Operator	22.65
23370	- General Maintenance Worker	22.97
23380	- Ground Support Equipment Mechanic	26.16
23381	- Ground Support Equipment Servicer	23.13
23382	- Ground Support Equipment Worker	24.13
23391	- Gunsmith I	22.43
23392	- Gunsmith II	24.87
23393	- Gunsmith III	27.23
23410	- Heating, Ventilation And Air-Conditioning Mechanic	22.99
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.91		
23430	- Heavy Equipment Mechanic	24.59
23440	- Heavy Equipment Operator	34.38
23460	- Instrument Mechanic	27.62
23465	- Laboratory/Shelter Mechanic	25.95
23470	- Laborer	15.95
23510	- Locksmith	20.31
23530	- Machinery Maintenance Mechanic	23.95
23550	- Machinist, Maintenance	20.81
23580	- Maintenance Trades Helper	16.90
23591	- Metrology Technician I	27.62
23592	- Metrology Technician II	28.71
23593	- Metrology Technician III	29.77
23640	- Millwright	29.32
23710	- Office Appliance Repairer	22.95
23760	- Painter, Maintenance	25.47
23790	- Pipefitter, Maintenance	32.88
23810	- Plumber, Maintenance	32.93
23820	- Pneudraulic Systems Mechanic	27.03
23850	- Rigger	23.02
23870	- Scale Mechanic	24.87
23890	- Sheet-Metal Worker, Maintenance	30.55
23910	- Small Engine Mechanic	19.30
23931	- Telecommunications Mechanic I	30.91
23932	- Telecommunications Mechanic II	32.20
23950	- Telephone Lineman	32.03
23960	- Welder, Combination, Maintenance	20.93
23965	- Well Driller	24.89
23970	- Woodcraft Worker	23.38
23980	- Woodworker	17.73
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	13.87
24580	- Child Care Center Clerk	17.30
24610	- Chore Aide	12.67
24620	- Family Readiness And Support Services Coordinator	14.89
24630	- Homemaker	19.21
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	28.06
25040	- Sewage Plant Operator	27.01
25070	- Stationary Engineer	28.06
25190	- Ventilation Equipment Tender	21.53
25210	- Water Treatment Plant Operator	27.01
27000	- Protective Service Occupations	
27004	- Alarm Monitor	17.94
27007	- Baggage Inspector	16.93
27008	- Corrections Officer	29.93
27010	- Court Security Officer	30.31

27030 - Detection Dog Handler	20.36
27040 - Detention Officer	29.93
27070 - Firefighter	28.58
27101 - Guard I	16.93
27102 - Guard II	20.36
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.13
28042 - Carnival Equipment Repairer	17.97
28043 - Carnival Equipment Worker	14.67
28210 - Gate Attendant/Gate Tender	14.21
28310 - Lifeguard	11.94
28350 - Park Attendant (Aide)	15.90
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	20.52
28630 - Sports Official	12.66
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.18
29020 - Hatch Tender	27.18
29030 - Line Handler	27.18
29041 - Stevedore I	23.79
29042 - Stevedore II	27.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.92
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.79
30021 - Archeological Technician I	17.11
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	25.79
30030 - Cartographic Technician	25.79
30040 - Civil Engineering Technician	24.06
30061 - Drafter/CAD Operator I	18.63
30062 - Drafter/CAD Operator II	21.41
30063 - Drafter/CAD Operator III	23.77
30064 - Drafter/CAD Operator IV	28.66
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.43
30083 - Engineering Technician III	24.15
30084 - Engineering Technician IV	28.38
30085 - Engineering Technician V	34.62
30086 - Engineering Technician VI	41.88
30090 - Environmental Technician	22.90
30210 - Laboratory Technician	21.67
30240 - Mathematical Technician	25.79
30361 - Paralegal/Legal Assistant I	21.79
30362 - Paralegal/Legal Assistant II	27.02
30363 - Paralegal/Legal Assistant III	33.12
30364 - Paralegal/Legal Assistant IV	39.88
30390 - Photo-Optics Technician	25.91
30461 - Technical Writer I	27.81
30462 - Technical Writer II	33.91
30463 - Technical Writer III	41.04
30491 - Unexploded Ordnance (UXO) Technician I	24.09
30492 - Unexploded Ordnance (UXO) Technician II	29.15
30493 - Unexploded Ordnance (UXO) Technician III	34.94
30494 - Unexploded (UXO) Safety Escort	24.09
30495 - Unexploded (UXO) Sweep Personnel	24.09
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.77

30621 - Weather Observer, Senior (2)	26.95
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
31030 - Bus Driver	19.89
31043 - Driver Courier	16.72
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	17.75
31310 - Taxi Driver	15.21
31361 - Truckdriver, Light	17.75
31362 - Truckdriver, Medium	18.76
31363 - Truckdriver, Heavy	23.19
31364 - Truckdriver, Tractor-Trailer	23.19
99000 - Miscellaneous Occupations	
99030 - Cashier	10.95
99050 - Desk Clerk	16.69
99095 - Embalmer	28.51
99251 - Laboratory Animal Caretaker I	16.32
99252 - Laboratory Animal Caretaker II	17.14
99310 - Mortician	31.49
99410 - Pest Controller	18.75
99510 - Photofinishing Worker	14.37
99710 - Recycling Laborer	16.39
99711 - Recycling Specialist	18.67
99730 - Refuse Collector	15.18
99810 - Sales Clerk	13.36
99820 - School Crossing Guard	15.07
99830 - Survey Party Chief	22.43
99831 - Surveying Aide	14.68
99832 - Surveying Technician	20.12
99840 - Vending Machine Attendant	17.45
99841 - Vending Machine Repairer	21.34
99842 - Vending Machine Repairer Helper	17.25

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 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 4174)

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

1) Under the SCA at section 8(b), this wage determination does not apply to any



employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, 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

ordance, 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.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 02/23/2009	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 801 I Street NW, Suite 930 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 801 I Street NW, Suite 930 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 ATTN AL MARTINA 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. HSCEOP-07-C-00019	10B. DATED (SEE ITEM 11) 09/24/2007

**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) unilateral modification

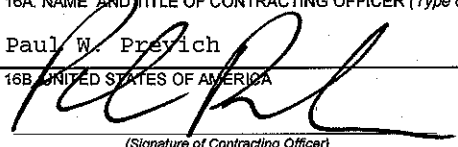
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 085009194  
Program POC: Wayne Muller b2Low  
Procurement POC: Paul Previch b2Low

The purpose of this modification is to note that modification number 10 was canceled administratively and not sent to the vendor.  
Period of Performance: 09/24/2007 to 12/26/2010

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) Paul W. Previch
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 2-23-09