

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR			
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, [REDACTED] WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, [REDACTED] Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CLEARFIELD COUNTY OF 212 ELOCUST STREET SUITE 112 CLEARFIELD PA 168302448		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21DIG000012	
			10B. DATED (SEE ITEM 13) 09/28/2021	
CODE LM6GQG95JLZ6	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:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Contracting Officer's Representative (COR): [REDACTED] 215-528-[REDACTED]
Contracting Officer (CO): [REDACTED] 202-924-[REDACTED]
Contract Specialist (CS): [REDACTED] 202-923-[REDACTED]

The purpose of this modification is to update the Performance Work Statement to add Section XIII "Information Technology".

All other terms and conditions remain unchanged.
Period of Performance: 09/29/2021 to 09/28/2026

Item 9 A or 10A

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Performance Work Statement

I. INTRODUCTION

A. Background

Enforcement and Removal Operations (ERO), a component of U.S. Immigration and Customs Enforcement (ICE), maintains custody of one of the most highly transient and diverse populations of any detention system in the nation. These detainees are housed in authorized facilities nationwide including local facilities operating under Inter-Governmental Service Agreements (IGSAs), private Contract Detention Facilities (CDFs), and ICE-owned Service Processing Centers (SPC).

B. Scope of Work Performance

This Performance Work Statement (PWS) sets forth the Agreement's performance requirements for IGSA-provided detention facilities and services for ICE detainees.

The Facility's operation shall conform to the 2011 Performance-Based National Detention Standards (PBNDS) rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.

C. Explanation of Terms/Acronyms

1. ADMINISTRATIVE CONTRACTING OFFICER (ACO): ICE employee responsible for contract compliance, contract administration, cost control, and reviewing Contracting Officer's Representative's (COR) assessment of Service Provider's performance.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. BED DAY: Per diem "detainee day" or "man-day" means day in or day out and all days in between. The Service Provider may charge for day of arrival or day of departure, but not both.
5. BOOKING: Admission procedure for 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.

6. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-

based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

7. COMPLAINT: A written or verbal expression of grief, pain, or dissatisfaction by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
8. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
9. CONTRACTING OFFICER (CO): 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.
10. CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the Government, appointed by the Contracting Officer, to assist in the technical monitoring or administration of the contract.
11. 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.
12. DEPARTMENT OF HOMELAND SECURITY (DHS): The United States federal executive department responsible for ensuring the homeland is safe, secure, and resilient against terrorism and other hazards.
13. DEPARTMENT OF JUSTICE (DOJ): The United States federal executive department responsible for enforcement of the law and administration of justice. It includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
14. 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.
15. DETAINEE: Any person confined under the auspices and the authority of any Federal agency.
16. 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.

17. **DETENTION OFFICERS:** Service Provider's staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
18. **DETENTION STANDARDS COMPLIANCE UNIT (DSCU):** A unit within Enforcement and Removal Operations whose purpose is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
19. **DIRECT SUPERVISION:** A method of detainee management that ensures continuous direct contact between detainees and staff by posting sufficient officers to provide frequent, nonscheduled observation of, and personal interaction with detainees.
20. **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.
21. **ENFORCEMENT AND REMOVAL OPERATIONS (ERO):** A component of U.S. Immigration and Customs Enforcement, responsible for the identification, apprehension, and removal of illegal aliens from the United States.
22. **ENTRY ON DUTY (EOD):** The first day the employee begins performance at a designated duty station on this contract.
23. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE):** This document initiates the analysis and evaluation of environmental effects of proposed actions and considers alternative proposals. It determines the need for an Environmental Assessment.
24. **ENVIRONMENTAL ASSESSMENT (EA):** Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. It determines the need for an Environmental Impact Statement.
25. **ENVIRONMENTAL IMPACT STATEMENT (EIS):** Comprehensive document providing 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.

26. FACILITY: The physical plant and grounds in which the Service Provider's services are operated.
27. 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).
28. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): An agency within the U.S. Department of Homeland Security that promotes homeland security and public safety through the criminal and civil enforcement of federal laws governing border control, customs, trade, and immigration.
29. ICE HEALTH SERVICE CORPS (IHSC): The medical authority for ICE, provides on-site, direct patient care to ICE detainees at 23 detention locations and manages off-site medical referrals for aliens housed in approximately 270 other facilities nationwide. IHSC medical facilities follow applicable health care standards that guide current national policy regarding the delivery of health care.
30. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), siblings (including stepsiblings and half-siblings) and their spouses.
31. INCIDENT REPORT: Written documentation of an event, such as a minor disturbance, officer misconduct, any detainee rule infraction, etc.
32. JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS): DOJ's prisoner transportation system operated by the U.S. Marshals Service (USMS), sometimes referred to as the "airlift."
33. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
34. LOG BOOK: The official record of post operations and inspections.
35. MAN-DAY: See Bed Day.
36. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed.
37. MARSHALS SERVICE (USMS): An agency within the U.S. Department of Justice responsible for enforcing federal laws and providing support to virtually all elements of the federal justice system.
38. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. Limited information from these

- records is 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.
39. **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.
 40. **OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU):** The ICE office, which implements a component-wide personnel security program.
 41. **ON CALL/REMOTE CUSTODY OFFICER POST:** These posts shall be operated on demand by the COR and shall include, but not be limited to, escorting and providing custody of detainees for hearings, ICE interviews, or at any other location requested by the COR.
 42. **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.
 43. **QUALITY ASSURANCE:** The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
 44. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):** A Government document used to ensure that systematic quality assurance methods are used in the administration of performance based standards and other requirements included in this agreement.
 45. **QUALITY CQNTROL (QC):** The Service Provider's inspection system, which covers all the services to be performed under the Agreement. The actions that a Service Provider takes to control the production of services so that they meet the requirements stated in the Agreement.
 46. **QUALITY CQNTROL PLAN (QCP):** A Service Provider-produced document that addresses critical operational performance standards for services provided.
 47. **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.
 48. **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.

49. SAFETY EQUIPMENT: This includes, but is not limited to, firefighting equipment (i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms).
50. 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.
51. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.
52. SERVICE PROVIDER: See Contractor.
53. 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.
54. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
55. 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.
56. UNIFORM: A clearly identifiable outfit which can include traditional or non-traditional articles such as khaki pants and polo shirts.
57. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and authorized batons.

II. GENERAL INFORMATION

A. Introduction

Unless otherwise specified, *all* plans, policies, and procedures shall be developed by the Service Provider and submitted in writing to the CO for review **and concurrence** prior to receiving detainees for housing. Once concurrence has been granted, these plans, policies, and procedures shall not be modified without the prior written acknowledgment of the CO. The Service Provider does not have a right of refusal and shall take all referrals from ICE, as long as the individuals have been properly classified to be housed at this facility. The Service Provider is prohibited from constructing or making modifications to or adding any additional bed space or facilities at the facility location without the prior written approval of the CO.

B. General

The Service Provider shall abide by all rules and regulations in the following sources:

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Local Detention Facilities (most current edition) and the most recent copies of the supplements as they are issued. Copies are obtainable for purchase through the Internet website. [HTTP://www.aca.org/store/bookstore/](http://www.aca.org/store/bookstore/).
4. Officers' Handbook (M-68)
5. The 2011 Performance Based National Detention Standards (PBNDS) rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs. (Note: The provisions of the PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs should be interpreted as minimum requirements. Facilities are encouraged to design and operate the facility to provide the least restrictive conditions appropriate to maintain the security and safety of the staff and detainees.)
6. Subpart A of the U.S. Department of Homeland Security (DHS) Regulation titled "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014).
7. Federal, state, and local laws governing use of firearms, fire safety and environmental health.
8. All other regulations provided to the Service Provider by the authority of the CO.

All services must comply with this agreement and all applicable federal, state, and local laws and ICE detention standards. Should a conflict exist between any of these laws or standards or regulations, the most stringent shall apply. If the Service Provider is unable to determine which law or standard is more stringent, the CO shall determine the appropriate standard.

This PWS contains numerous references, which direct the Service Provider 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 Service Provider 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.

C. Records Management

The Service Provider 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 laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 271 O.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

D. Inspection by Regulatory Agencies

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

E. Performance Evaluation Meetings

The Service Provider's representatives shall meet with the COR(s) on a regular basis as determined necessary by the Government. These meetings will provide a management level review and assessment of Service Provider performance and allow for discussion and resolution of problems.

F. Service Provider's Employee Manual

The Service Provider shall provide an Employee Manual, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment

4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Service Provider must provide a copy of the Employee Manual to the Service Provider's employees at the facility. Upon request by the COR, the Service Provider shall document to the Government that all employees have reviewed a copy of the manual.

G. Housing, Health, and Medical Care

The Service Provider shall provide detention services, to include detainee welfare and record keeping services for ICE.

1. Detention Standards

The Service Provider shall ensure performance conforms to ACA and PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.. A fire and emergency plan shall exist and shall be aggressively managed. The Service Provider shall ensure facilities conformance to the following:

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of two (2) times per shift.

[REDACTED]. The Service Provider shall take immediate action to repair all defective findings and/or equipment. All inspection results and any instructions to staff shall be logged into the housing area security logbook and be available for review by the COR.

The Facility shall be subject to periodic and random inspections by the COR, or other officials as may be determined by ICE, to ensure compliance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs and the terms of this agreement. Deficiencies shall be immediately rectified or a plan for correction submitted by the Service Provider to the COR for approval.

2. Health and Medical Care

The Service Provider shall comply with written policies and procedures for appropriately addressing the health needs of ICE detainees. The Service Provider will obtain and maintain National Commission on Correctional Health Care (NCCHC) accreditation within 18 months of the initiation of services and ensure compliance with NCCHC guidelines for the duration of services. Policies and procedures shall be written to ensure that medical, dental, and mental health care are delivered in compliance with PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs and NCCHC standards and shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for emergency medical evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post orders for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. Policies and procedures addressing detention standards on medical care to include access to care, suicide prevention, hunger strikes, etc.
- f. Policies and procedures that support a system allowing for detainees to request medical/mental health services through submission of written requests. Medical/mental health requests for treatment deemed urgent by the medical provider will be forwarded by the Service Provider to the COR and/or alternate COR as soon as possible. Detainee requests shall be addressed with urgency.
- g. Policies and procedures that support a continuum of health care services including screening, prevention, health education, diagnosis, and treatment consistent with NCCHC standards and applicable clinical guidelines.
- h. Policies and procedures that ensure that detainees released or removed will receive a discharge plan, a summary of medical records, medication and referrals to community-based providers as medically appropriate.
- i. Policies and Procedures that include all of the following screening inquiries required by PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs including, but not limited to, past hospitalizations, relevant family medical history, dietary needs and past or recent abuse or violence; and that include – where there is a clinically significant finding as a result of the initial screening – an immediate medical/mental referral with the detainee receiving a health assessment no later than two working days from the initial screening unless the clinical situation would dictate earlier evaluation.
- j. Policies and procedures that ensure that detainees experiencing severe, life-threatening intoxication or withdrawal are transferred immediately to a licensed acute care facility.

- k. Any detainee complaint for medical care not received shall be promptly addressed and the COR shall be immediately notified.

III. PERSONNEL

The Service Provider shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Service Provider shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Service Provider will effect disciplinary or adverse action against employees who disregard those standards.

A. Minimum Standards of Employee Conduct

The Service Provider shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards.

A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Service Provider shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Service Provider shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Service Provider either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Service Provider to appropriate action including possible termination for default.

8. The Service Provider shall not employ any person who is currently an employee of any federal agency - including active duty military personnel - or whose employment would present an actual or apparent conflict of interest.

B. Random Drug Testing

The Service Provider shall have a random drug-screening program that randomly tests a minimum of 10% of all Service Provider staff every quarter. ICE may require drug screening for cause at any time. The Service Provider shall order and accomplish drug screening at the Service Provider's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Service Provider shall provide the results of all such drug screening to the COR within 24 hours after receipt.

C. Contraband Program and Inspection

A contraband control program shall be established in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs and ACA standards. The Service Provider's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Service Provider shall immediately remove the employee from performing duties under this Agreement. The Service Provider shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

D. Removal from Duty

If the COR or the Service Provider receives and confirms disqualifying information concerning a Service Provider employee, the Service Provider shall, upon notification by the COR, immediately remove the employee from performing duties under this Agreement. The Service Provider shall revoke the employee's identification credentials and complete any required dispositions. The Service Provider shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.), or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.

6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

ICE may direct the Service Provider to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Service Provider shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook",
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Possession of alcohol, illegal substances, or contraband while on duty;
13. Undue fraternization with detainees as determined by the COR;
14. Repeated failure to comply with visitor procedures as determined by the COR;
15. Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this Agreement;

18. Service Provider employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition. At the direction of the COR, the Service Provider shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Service Provider shall remove the employee from work under this contract and other ICE contracts.

E. Tour of Duty Restrictions

The Service Provider shall not utilize any uniformed contract employee to perform duties under this Agreement for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Service Provider or another employer, those hours shall count against the 12-hour limitation. Employees performing transportation duties can work up to 15 hrs in a 24 hr. period as needed under Department of Transportation regulations.

F. Dual Positions

In the event that a supervisory detention officer is not available for duty the Service Provider should provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Service Provider to provide necessary personnel to cover positions.

G. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. When the Service Provider or Service Provider's Supervisors authorize rest or relief periods, the Service Provider shall assign undesignated officers to perform the duties of the Detention Officers on break.

H. Personnel Files

The Service Provider shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the Agreement. The files shall contain verification of training and experience and credentials for all the staff.

I. Uniform Requirements

These requirements apply to Resident Monitoring Staff (Supervisory Detention Officers and Detention Officers) who perform work under the contract.

1. Uniforms

The Service Provider shall provide uniforms to its employees, such as khaki pants and polo shirts. The design and color of the Service Provider's uniforms shall not be similar to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Supervisory personnel should wear different color shirts to distinguish them from line staff. Each officer shall wear an identification nametag over the right breast shirt pocket. Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, and key-holder. The Service Provider shall ensure that each officer has a complete uniform while performing assignments under this Agreement.

Prior to the Agreement performance date, the Service Provider shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall have the right to approve or disapprove any uniform apparel.

2. Identification Credentials

The Service Provider shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Service Provider identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Service Provider issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager designated Service Provider personnel.

- c. To avoid the appearance of having Government issued badges, the Service Provider shall not possess wallet type badges or credentials. All credentials shall be approved by the COR.

J. Permits and Licenses

1. Business Permits and Licenses

The Service Provider must obtain all required permits and licenses by the date of the Agreement award. The Service Provider must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located. Throughout the term of this Agreement, the Service Provider shall maintain current permits/business licenses and make copies available for Government Inspection. The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

Before reporting to duty on this contract, the Service Provider shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is located. The Service Provider shall verify all licenses and certifications. If applicable, all Service Provider staff shall possess a current license/registration, in the state in which they are practicing.

3. Jurisdiction

The Service Provider's authority under this Agreement is limited to space or posts that are under the charge and control of ICE. The Service Provider will not extend his services into any other areas.

K. Encroachment

Service Provider employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Service Provider employees shall not enter any restricted areas of the processing centers unless necessary for the performance of their duties.

L. Work Schedules

The Service Provider shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Service Provider shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. The Service Provider can use their own format if they already have an established procedure for doing so. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Service Provider shall provide, to ICE the duty roster showing all assignments for the following day. At the completion of each shift, the Service Provider shall also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, or approved equivalent Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COR. The on-duty Service Provider Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When an employee is not being utilized at a given post, the Service Provider at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

2. Starting and Stopping Work

The Service Provider is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed. The Service Provider shall provide, to ICE COR, documentation certifying that each contract employee has been issued approved uniforms and equipment prior to Entry on Duty (EOD) date.

3. Recording Presence

The Service Provider shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Service Provider's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours or other forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Service Provider must utilize those points for this purpose. Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Service Provider.

Each line on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on anyone line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Service Provider must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4. Rest Periods

When the Service Provider authorizes rest and relief periods for a Service Provider employee, a substitute officer shall be assigned to the duty location.

5. Work Relief

When the work assignments require that the Service Provider's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Service Provider shall enforce the procedure without exceptions.

6. Hospitalization of Detainees

The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. The Service Provider is obligated to relay messages as requested by the detainee to ICE COR.

IV. BACKGROUND AND CLEARANCE PROCEDURES

A. Initial Drug Testing

The Service Provider must obtain screening for the use of illicit drugs of every employee and prospective employee working under this Agreement. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites by an individual. ICE may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening. Prior to the granting of a favorable EOD decision, the Service Provider must submit the results of the drug screening on the applicant to the COR. Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COR. The results of an applicant's drug test must be submitted to the COR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a NIDA approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (ICE reserves the right to expand the list above to include additional drug/drug classes.) Service Provider shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, Service Provider must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Service Provider must post the ICE "Drug Free Workplace Policy" in all facility work areas.

B. Training

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COR receives written certification from the Service Provider.

Facility staff will be trained in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs and ACA standards. To enhance the staff's ability to carry out the mission of civil detention, additional training related to communication skills, sensitivity, multi-cultural awareness, PREA and basic medical care shall be provided and required.

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COR receives written certification from the Service Provider.

1. General Training Requirements

- a. All employees will have the training described in the ACA ALDF Standards and in this section. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
- b. All new Officers and Custody staff will receive 120 hours of training as delineated in the ACA ALDF Standards during the first year of employment.

All staff assigned to the facilities addressed in this IGSA will also receive any other additional training ICE may require.

***Firearm Training for Required Armed Detention Services in accordance with State licensing requirements. Service Provider shall certify proficiency every quarter.*

Additional classes shall be at the discretion of the Service Provider with the approval of the COR.

2. Refresher Training

- a. Every year the Service Provider shall conduct 40 hours of Refresher Training for all Officers and Custody staff including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.
- b. The Service Provider shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Service Provider shall provide documentation of refresher training to the COR.
- c. In addition to the refresher training requirements for all Officers and Custody staff, supervisors must receive refresher training relating to supervisory duties.

3. Basic First Aid and CPR Training

- a. All members of the Service Provider's security staff shall be trained annually in basic first aid and CPR. They must be able to:
 1. Respond to emergency situations within four minutes.
 2. Recognize warning signs of impending medical emergencies.
 3. Know how to obtain medical assistance.
 4. Recognize signs and symptoms of mental illness.
 5. Administer medication.

6. Know the universal precautions for protection against blood-borne diseases.

4. Supervisory Training

All new Supervisory Officers assigned to perform work under this agreement must successfully complete a minimum of 40 hours of formal supervisory training provided by the Service Provider prior to assuming duties. This training is in addition to mandatory training requirements for Officers. Supervisory training shall include the following management areas:

- a. Techniques for issuing written and verbal orders
- b. Uniform clothing and grooming standards
- c. Security Post Inspection procedures
- d. Employee motivation
- e. Scheduling and overtime controls
- f. Managerial public relations
- g. Supervision of detainees
- h. Other company policies
- i. Responding to sexual assault/abuse
- j. Responding to assaults on staff, detainee on detainee violence, and supervising and/or responding to uses of force.

All supervisory staff assigned to the facilities addressed in this IGSA will also receive training in the Civil Rights Civil Liberties (CRCL)/ICE relationship, Women's Issues in Detention, the Violence Against Women ACT (VAWA), Asylum Seekers in Detention, and Mental Health Concerns in ICE Detention.

Additional classes shall be at the discretion of the Service Provider with the approval of the COR.

The Service Provider shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

5. Proficiency Testing

The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COR shall approve the questions before the Service Provider

can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider must provide the COR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this agreement.

6. Training Documentation

- a. The Service Provider shall submit a training forecast and lesson plans to the COR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.
- b. The Service Provider shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

V. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT

A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs . Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. Information from a detention file will be released to an outside third party only with the detainee's signed release-of-information consent form. Any release of information will be in accordance with applicable Federal and state regulations.

B. Manage the Receiving and Discharge of Detainees

In accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs, the Service Provider will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed to ensure they can be housed at the facility, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Service Provider shall comply with the ICE policy on Admission and Release when entering detainee admission and release data. ICE detainees shall be fingerprinted in accordance with the 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.

This facility is designed for Level I, II, and III detainees that include non-criminals as well as those with criminal records.

Detainees will have access to a minimum of one free telephone call during the admission process and the release process.

C. Manage and Account for Detainee Assets (funds, property)

The Service Provider will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

The Service Provider shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on

Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management. 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 Service Provider 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.

D. 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 (or equivalent) specializing in the operation of locks and locking mechanisms. The Service Provider shall provide constant unarmed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

The Service Provider shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Service Provider shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Service Provider staff supervision.

E. Enforce the Detainee Disciplinary Policy

The facility shall have a written disciplinary policy and procedures that clearly define detainee rights and responsibilities. The Service Provider shall comply with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs disciplinary policy, and may take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility consistent with PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.

F. Maintain Detainee Accountability

Population counts will be conducted in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center and shift supervisor's office and shall

be maintained for a minimum of 30 days. Court records must be available for review and secured away from the detainee population.

G. 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 Service Provider shall share all intelligence information with the ICE Intelligence Office.

H. Provide Security Inspection System

The Service Provider 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 Service Provider's inspections program will meet the requirements of the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs for Security Inspections.

The Service Provider 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 Service Provider shall cooperate with the Government on all such investigations. The Service Provider shall immediately report all serious incidents or criminal activity to the COR. 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 including use of lethal and less lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; 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; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Pursuant to ICE instructions, the Service Provider shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site

conditions, the security and safety of personnel, property, detainees, and the general public.

I. Maintain Institutional Emergency Readiness

The Service Provider shall submit an institutional emergency plan that will be operational prior to issuance of the NTP. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community. Likewise, the Service Provider 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 Service Provider, 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 Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs regarding Emergency Plans.

The Service Provider shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs on Use of Force.

J. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

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

The Service Provider will restrict access of data information pertaining to ICE 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 Service Provider may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR. The Service Provider is required to develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Service Provider will notify the COR and alternate COR within four hours of a security incident.

VI. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Service Provider shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Service Provider employees shall write reports of incidents as outlined in the post orders. The Service Provider shall operate and control all designated points of access and egress on the site; such as, detainee housing units, courtrooms, medical facilities, and hold rooms. The Service Provider shall inspect all packages carried in or out of site in accordance with ICE procedures. The Service Provider shall comply with ICE security plans.

The Service Provider shall comply with all the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs pertaining to the security and control of the detention facilities. The Service Provider will adhere to local operating procedures within each facility.

B. Unauthorized Access

The Service Provider shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

C. Direct Supervision of Detainees

The Service Provider shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies.

D. Logbooks

The Service Provider shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, ICE staff, or Service Provider Staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

E. Records and Reports

The Service Provider shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The Service Provider shall provide monthly status reports to the COR or alternate COR. Such reports will include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports must be submitted to the COR or alternate COR by the fifth of each month for the previous month's activities and staffing.

The Service Provider shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this Agreement. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection. The Service Provider shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this Agreement. The distribution, format, and time elements for these reports shall be directed by Government requirements. All records and logs, required for operation and performance of work under this Agreement, shall be made available to ICE at Agreement completion. The Service Provider shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion or contract termination. The written inventory shall be recorded on Standard Form (SF) 135 or approved equivalent, Records Transmittal and Receipt, and shall be consistent with the National Archives and Records Administration (NARA) guidelines for inventoried records (see: <http://www.nara.gov/records/index.html>). Inventory shall describe the contents of a particular box of records and shall include record type and date of records, and shall be consistent with NARA inventory requirements.

The SF - 135, Records Transmittal and Receipt, shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on the back of the SF- 135a, Records Transmittal and Receipt (continuation), and the Service Provider shall inventory the records to that level of detail.

F. Detainee Counts

The Service Provider shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/detention->

standards/2011/). 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 30 days.

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site. [REDACTED]

[REDACTED]. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Service Provider shall also notify the COR of any abnormalities or problems. The Service Provider shall immediately notify the COR or alternate COR on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

H. Control of Contraband

The Service Provider shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs, and turned over to the COR or alternate COR on duty. The Service Provider shall document records of the searches in a logbook and forward a report to the COR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Service Provider shall adhere to key control policies, in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.

Entrance Access Controls: The Service Provider shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by the 2011 PBNDS.

The Service Provider may accept registered mail and parcels, in accordance with ICE approved procedures. The Service Provider shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

The Service Provider shall adhere to, the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

K. Post Orders

The Service Provider shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Service Provider is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Service Provider shall make post orders available to all Service Provider employees. Each Service Provider Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Service Provider shall retain its employees' certifications and make them available to the COR upon request.

L. Deviation from Prescribed Schedule Assignments

The Service Provider is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Service Provider shall notify the alternate COR immediately or as soon as is practically possible.

M. Use of Force Policy

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well-being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. The Service Provider shall adhere to the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
2. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.

- b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
 - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
 - d. A list of all participants and witnesses (Service Providers, detainees, and ICE personnel) to incident.
3. The calculated use of force must be in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs and requires, at a minimum, the following:
 - e. The formulation of an After Action Review Team.
 - f. An After Action Report submitted to the Field Office Director and COR within 30 days of the incident, with corrective actions noted, if applicable.
 - g. Video footage of the incident must be made available for potential ICE review.

N. Use of Restraints Policy

The Service Provider shall comply with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs governing the use of restraint equipment. Restraints shall never be applied as punishment nor shall they be used for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Service Provider from using all other restraint devices.

O. Intelligence Information

The Service Provider shall notify the COR or Alternate COR immediately on issues, which could impact the safety, security, and the orderly operation of the facility.

P. Lost and Found

The Service Provider shall log and maintain all lost and found articles and shall report all items to the COR or Alternate COR.

Q. Escapes

The Service Provider shall take all appropriate measures to prevent escapes. The Service Provider shall notify the COR and Alternate COR immediately if an escape or an attempted escape has occurred. The Service Provider shall provide the COR and

alternate COR with a written report prior to the end of the shift. The Service Provider shall be held to the following standards concerning escapes:

1. The Service Provider assumes absolute liability for the escape of any detainee in its control, subject to limitations delineated in item 5 below.
2. The Service Provider shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Service Provider Employee(s) from duty if the Service Provider Employee(s) is/are determined by the Service Provider or the COR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. ICE may make deductions due to nonperformance. It is specifically understood and agreed that the Government may not reduce the Service Provider's invoice or otherwise withhold payment from or impose any financial penalty upon the Service Provider based upon walk-aways or escapes from the facility, unless such walk-aways or escapes are the result of the Service Provider's gross negligence, it being understood and agreed that this is not a secure facility.

R. Injury, Illness, and Reports

The Service Provider shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Service Provider employees shall provide first aid when necessary.

The Service Provider shall immediately notify the COR and alternate COR about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR and alternate COR. The Service Provider shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Service Provider shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Service Provider staff, ICE staff, or property damage.

The Service Provider shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of i

S. Protection of Employees

The Service Provider shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual. (For additional information, please see Occupational Exposure to Blood Borne Pathogens, 29 CFR 1910.1030.)

T. Medical Requests

The Service Provider shall adhere to ICE policies and procedures regarding detainee medical requests. Please see http://www.ice.gov/doclib/IPBND/2016/pdf/medical_care.pdf to view the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs on Medical Care. If a detainee requires emergency medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Service Provider's Supervisor will, in turn, notify the medical provider as well as the COR and alternate COR.

U. Emergency Medical Evacuation

The Service Provider shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

V. Sanitation and Hygienic Living Conditions

The Service Provider 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. The Service Provider shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, detention standards, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

VII. MANAGE A DETAINEE WORK PROGRAM

A. General

The Service Provider will establish a Voluntary Work Program with provisions to pay eligible detainees who volunteer to perform paid work assignments. The program must comply with the requirements of the PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs . Detainees shall not be used to perform the responsibilities or duties of an employee of the Service Provider. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Service Provider. 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, unusual physical demands, and cleaning of medical areas.

VIII. HEALTH SERVICES

The Service Provider will provide all health and medical-related services for the facility, as previously described in this PWS and PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.

A. Manage a Detainee Death in Accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs on Terminal Illness, Advance Directives, and Death

The Service Provider 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..

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 Service Provider shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Service Provider 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 Service Provider shall in cooperation with the Field Office representative, 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.

IX. FOOD SERVICE

A. Manage Food Service Program in a Safe and Sanitary Environment

The Service Provider 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 Service Provider shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the provisions of the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs on Food Service.

X. DETAINEE SERVICES AND PROGRAMS

A. Manage Multi-Denominational Religious Services Program

The Service Provider 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 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs on Religious Practices and relevant federal statutes.

B. Provide for a Detainee Recreation Program

The Service Provider shall develop and ensure adequate and meaningful recreation programs for detainees at the facility, consistent with the requirements of PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.

C. Manage and Maintain a Commissary

A commissary shall be operated by the Service Provider as a privilege to detainees who will have the opportunity to purchase from the commissary several times per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or alternate COR. The commissary inventory shall be provided to the COR upon request. The Service Provider 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 detainees. 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 Service Provider shall provide independent auditor certification of the funds to the COR 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.

D. Visitation

The Service Provider shall provide detainees options for contact visitation with family members, the community, legal representatives and consular officials consistent with the applicable provisions in PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs. Visitation will include appropriate space for children to visit detainees and allow for extended visitation time for family and friends who have travelled longer distances to reach the facility. Visitation shall be provided with hours of operation throughout the week consistent with the PBNDS 2011 rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs .

E. Legal Rights Group Presentations

The Service Provider shall make available multi-purpose rooms for volunteers and subcontractors of EOIR LOP to provide group presentations on immigration law and procedures for detainees. These rooms shall also be available for use by consular officials.

F. Law Library

The Service Provider shall provide a dedicated room as a "Law Library" containing computers, printers, books, and materials in accordance with the 2011 PBNDS rev. 2016 to include all optimal standards and those standards required of SPCs and CDFs.

G. Library

The Service Provider 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 and detainees will be permitted to take books back to their housing area consistent with safety and security requirements.

H. Barber Shop

A barber shop, designed and equipped in accordance with ICE standards, shall be made available to ICE detainees.

I. Language Access

The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for

necessary communication with detainees who do not speak or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

J. Disability Accommodation

It is the obligation of the Service Provider that detainees with disabilities (e.g. physical, mental, intellectual, developmental) are housed/served in the least restrictive environment and that reasonable modifications be provided to allow individuals with disabilities to have equal opportunity to participate in programs and services. The Service Provider will use auxiliary aids and necessary assistive devices for detainees who because of a disability need additional communication support.

K. 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 Service Provider-furnished except as otherwise noted. The facility, whether new construction expansion 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 facility shall provide housing configurations commensurate with the security needs of the population. A one year construction schedule is acceptable for new physical plant requirements. The facility, whether new construction expansion 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 International Building Code – 2006 Edition (Applicable Code for Otero County, New Mexico).
- (2) The Uniform Building Code (UBC), with the State of facility location's Amendments;

- (3) The Building Officials and Code Administrators (BOCA) National Building Code (NBC); or
- (4) 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 expansion 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 expansion 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 expansion 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 4/01188 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider shall immediately report the incident to the COR or ICE designated official. The liability for the spill or release of such substances rests solely with the Service Provider and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Service Provider 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 Service Provider shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Service Provider prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Service Provider 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 COR 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 COR 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 facility (including disturbances), the Service Provider shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Service Provider 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. Service Provider access to Government required space must be pre-approved by the COR. In cases of emergency the Service Provider shall notify the COR promptly.

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

The facility shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies.

The Service Provider shall provide and maintain a perimeter patrol and an electronic surveillance system, which will identify any unauthorized access to the institution's perimeter.

4. ICE IT Equipment: ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure and cabling shall be provided by the Service Provider in accordance with the Structured Cable Plant Standard.

NOTE: ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. The system shall serve all operational components to include ICE, EOIR and OPLA.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Service Provider'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 Service Provider staff, except when specific permission is granted by on-site ICE, or OPLA staff. The Service Provider shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff. The Service Provider shall provide no less than 85 on-site parking spaces for Government use. The Service Provider shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Service Provider is required to maintain the tapes and may not release them to anyone, unless approved by DRS. The Service Provider shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

XI. PROPERTY ACCOUNTABILITY

A. General

The Service Provider shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

ICE shall maintain a written inventory of all Government property issued to the Service Provider for performance hereunder. Upon expiration of this contract, the Service Provider shall render a written accounting to the COR of all such property. The Service Provider shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Service Provider employees.

Normal wear and tear will be allowed. The Service Provider, upon expiration of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Service Provider shall cooperate fully in transferring property to the successor Service Provider.

The Government shall withhold final payment until adjustments are made for any lost property.

B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government

The Government will furnish the following property at no cost to the Service Provider:

- I. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Service Provider shall be responsible to duplicate these standards for Service Provider employees.
- II. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable DHS work orders will be issued to the Service Provider via DHS Form 1-203, Order to Detain or Release Alien.
- III. ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space, to include the ICE and EOIR administrative phone system.

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XIII. Information Technology

A. Compliance with DHS Security Policy Terms and Conditions

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

B. Security Review Terms and Conditions

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Technical Representative (COTR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

C. Security Requirements for Unclassified Information Technology Resources

The Contractor shall be responsible for 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.

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.

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 (CO), shall be incorporated into the contract as a compliance document.

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 FISMA of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

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.

Examples of tasks that require security provisions include:

- a) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

- b) Access to DHS networks or computers at a level beyond that granted the public (e.g., such as bypassing a firewall).

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.

D. Contractor Employee Access

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

This definition includes the following categories of information:

- a) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- b) 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);
- c) 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
- d) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- e) “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.

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 CO. Upon the CO'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.

The CO 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.

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 CO. 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.

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.

E. Contract IT Resource Access

- 1) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- 2) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- 3) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for DHS Component. It is

not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

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

- 5) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - a) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - b) The waiver must be in the best interest of the Government.

- 6) 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.

F. Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

G. Safeguarding Sensitive Information

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

- b) Definitions. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to

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

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

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

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

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified

information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

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

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

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

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

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

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

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

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

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The DHS Sensitive Systems Policy Directive 4300A and the DHS 4300A Sensitive Systems Handbook provide the policies and procedures on security for Information Technology (IT) resources. The DHS Handbook for Safeguarding Sensitive Personally Identifiable Information provides guidelines to help safeguard SPII in both paper and electronic form. DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute DHS

Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA), as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

e) Authority to Operate. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the DHS Sensitive Systems Policy Directive 4300A (most current version), or any successor publication, DHS 4300A Sensitive Systems Handbook (most current version), or any successor publication, and the Security Authorization Process Guide including templates.

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

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) Renewal of ATO. Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) Security Review. The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's

facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) Continuous Monitoring. All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the Fiscal Year 2014 DHS Information Security Performance Plan, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with FIPS 140-2 Security Requirements for Cryptographic Modules and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) Revocation of ATO. In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

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

f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the

Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with 4300A Sensitive Systems Handbook Incident Response and Reporting requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use FIPS 140-2 Security Requirements for Cryptographic Modules compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in 4300A Sensitive Systems Handbook Incident Response and Reporting, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

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

g) Sensitive Information Incident Response Requirements.

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

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

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

h) Additional PII and/or SPII Notification Requirements.

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the DHS Privacy Incident Handling Guidance. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

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

minimum, the notification shall include:

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

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

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call

center management or DHS, as appropriate;

(v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and

(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

j) Certification of Sanitization of Government and Government-Activity-Related Files and Information. As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in NIST Special Publication 800-88 Guidelines for Media Sanitization.

H. Information Technology Security and Privacy Training

Security Training Requirements.

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

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new

Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

Privacy Training Requirements.

All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take Privacy at DHS: Protecting Personal Information before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CLEARFIELD COUNTY OF 212 ELOCUST STREET SUITE 112 CLEARFIELD PA 168302448		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE LM6GQG95JLZ6	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21DIG000012	10B. DATED (SEE ITEM 13) 09/28/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

Contracting Officer's Representative (COR): [Redacted] 215-528-[Redacted]
 Contracting Officer (CO): [Redacted] 202-924-[Redacted]
 Contract Specialist (CS): [Redacted] 202-923-[Redacted]

The purpose of this modification is to:

- 1) Incorporate updated Virtual Attorney Visitation (VAV) language - Attachment 1
- 2) Incorporate updated Transgender language - Attachment 2

Funding to incorporate these changes will be placed on Task Order 70CDCR22FIGR00231 under CLIN 0013.

Continued ...

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

15A. [Redacted]	15C. DATE SIGNED 9/22/2022
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21DIG000012/P00006

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CLEARFIELD COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Period of Performance: 09/29/2021 to 09/28/2026				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CLEARFIELD COUNTY OF 212 ELOCUST STREET SUITE 112 CLEARFIELD PA 168302448		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE LM6GQG95JLZ6		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21DIG000012
			10B. DATED (SEE ITEM 13) 09/28/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	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) Administrative Action

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.)

Contracting Officer's Representative (CO) [REDACTED], 215-528 [REDACTED]
 Contracting Officer (CO): [REDACTED] 202-924-[REDACTED]
 Contract Specialist (CS): [REDACTED] 202-923 [REDACTED]

The purpose of this modification is to incorporate the updated Wage Determination 2015-4249 revision 21.

All other terms and conditions remain unchanged.

Period of Performance: 09/29/2021 to 09/28/2026

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 1

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

(Signature of person authorized to sign)

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms Division of | Wage Determination No.: 2015-4249
 Director Wage Determinations | Revision No.: 21
 Date Of Last Revision: 06/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Pennsylvania

Area: Pennsylvania Counties of Cameron Clearfield Clinton Elk Jefferson McKean Potter

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.66***
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		20.33
01020 - Administrative Assistant		25.46
01035 - Court Reporter		18.68
01041 - Customer Service Representative I		13.50***
01042 - Customer Service Representative II		14.73***
01043 - Customer Service Representative III		16.53
01051 - Data Entry Operator I		13.55***
01052 - Data Entry Operator II		15.19
01060 - Dispatcher Motor Vehicle		22.06
01070 - Document Preparation Clerk		14.88***
01090 - Duplicating Machine Operator		14.88***
01111 - General Clerk I		13.64***
01112 - General Clerk II		14.88***

01113 - General Clerk III	16.70
01120 - Housing Referral Assistant	20.83
01141 - Messenger Courier	13.53***
01191 - Order Clerk I	14.49***
01192 - Order Clerk II	16.97
01261 - Personnel Assistant (Employment) I	16.48
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	20.54
01270 - Production Control Clerk	22.72
01290 - Rental Clerk	15.53
01300 - Scheduler Maintenance	16.70
01311 - Secretary I	16.70
01312 - Secretary II	18.68
01313 - Secretary III	20.83
01320 - Service Order Dispatcher	19.72
01410 - Supply Technician	25.46
01420 - Survey Worker	18.26
01460 - Switchboard Operator/Receptionist	13.14***
01531 - Travel Clerk I	13.23***
01532 - Travel Clerk II	13.99***
01533 - Travel Clerk III	14.74***
01611 - Word Processor I	14.19***
01612 - Word Processor II	15.94
01613 - Word Processor III	17.82
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	18.95
05010 - Automotive Electrician	17.78
05040 - Automotive Glass Installer	17.10
05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.85
05130 - Motor Equipment Metal Mechanic	18.41
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	18.70
05220 - Motor Vehicle Mechanic Helper	15.23
05250 - Motor Vehicle Upholstery Worker	16.47
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter Automotive	19.03
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	15.36
05400 - Transmission Repair Specialist	18.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08***
07041 - Cook I	13.84***
07042 - Cook II	15.49
07070 - Dishwasher	9.96***
07130 - Food Service Worker	10.99***
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	10.48***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.68
09040 - Furniture Handler	13.88***
09080 - Furniture Refinisher	19.00
09090 - Furniture Refinisher Helper	15.28
09110 - Furniture Repairer Minor	17.02
09130 - Upholsterer	18.25
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.15***
11060 - Elevator Operator	13.15***
11090 - Gardener	18.62
11122 - Housekeeping Aide	13.61***
11150 - Janitor	13.61***
11210 - Laborer Grounds Maintenance	15.39
11240 - Maid or Houseman	11.50***
11260 - Pruner	14.33***
11270 - Tractor Operator	17.57

11330 - Trail Maintenance Worker	15.39
11360 - Window Cleaner	14.47***
12000 - Health Occupations	
12010 - Ambulance Driver	15.92
12011 - Breath Alcohol Technician	20.11
12012 - Certified Occupational Therapist Assistant	27.35
12015 - Certified Physical Therapist Assistant	24.35
12020 - Dental Assistant	17.50
12025 - Dental Hygienist	30.88
12030 - EKG Technician	28.04
12035 - Electroneurodiagnostic Technologist	28.04
12040 - Emergency Medical Technician	15.92
12071 - Licensed Practical Nurse I	17.98
12072 - Licensed Practical Nurse II	20.11
12073 - Licensed Practical Nurse III	22.42
12100 - Medical Assistant	16.78
12130 - Medical Laboratory Technician	25.67
12160 - Medical Record Clerk	16.28
12190 - Medical Record Technician	19.97
12195 - Medical Transcriptionist	18.34
12210 - Nuclear Medicine Technologist	44.21
12221 - Nursing Assistant I	11.69***
12222 - Nursing Assistant II	13.13***
12223 - Nursing Assistant III	14.33***
12224 - Nursing Assistant IV	16.10
12235 - Optical Dispenser	16.85
12236 - Optical Technician	17.98
12250 - Pharmacy Technician	15.14
12280 - Phlebotomist	18.40
12305 - Radiologic Technologist	27.20
12311 - Registered Nurse I	24.38
12312 - Registered Nurse II	29.83
12313 - Registered Nurse II Specialist	29.83
12314 - Registered Nurse III	36.09
12315 - Registered Nurse III Anesthetist	36.09
12316 - Registered Nurse IV	43.26
12317 - Scheduler (Drug and Alcohol Testing)	24.92
12320 - Substance Abuse Treatment Counselor	26.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.25
13012 - Exhibits Specialist II	27.77
13013 - Exhibits Specialist III	29.81
13041 - Illustrator I	19.11
13042 - Illustrator II	24.36
13043 - Illustrator III	26.32
13047 - Librarian	24.59
13050 - Library Aide/Clerk	10.88***
13054 - Library Information Technology Systems Administrator	20.34
13058 - Library Technician	16.06
13061 - Media Specialist I	16.02
13062 - Media Specialist II	17.92
13063 - Media Specialist III	19.99
13071 - Photographer I	14.95***
13072 - Photographer II	18.25
13073 - Photographer III	21.51
13074 - Photographer IV	25.35
13075 - Photographer V	30.67
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.49
14042 - Computer Operator II	19.57
14043 - Computer Operator III	21.82
14044 - Computer Operator IV	24.26

14045 - Computer Operator V		26.85
14071 - Computer Programmer I	(see 1)	22.35
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.49
14160 - Personal Computer Support Technician		24.26
14170 - System Support Specialist		27.64
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.85
15020 - Aircrew Training Devices Instructor (Rated)		37.32
15030 - Air Crew Training Devices Instructor (Pilot)		44.74
15050 - Computer Based Training Specialist / Instructor		30.85
15060 - Educational Technologist		29.84
15070 - Flight Instructor (Pilot)		44.74
15080 - Graphic Artist		20.56
15085 - Maintenance Test Pilot Fixed Jet/Prop		44.74
15086 - Maintenance Test Pilot Rotary Wing		44.74
15088 - Non-Maintenance Test/Co-Pilot		44.74
15090 - Technical Instructor		20.54
15095 - Technical Instructor/Course Developer		25.12
15110 - Test Proctor		16.96
15120 - Tutor		16.96
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		14.44***
16030 - Counter Attendant		14.44***
16040 - Dry Cleaner		16.51
16070 - Finisher Flatwork Machine		14.44***
16090 - Presser Hand		14.44***
16110 - Presser Machine Drycleaning		14.44***
16130 - Presser Machine Shirts		14.44***
16160 - Presser Machine Wearing Apparel Laundry		14.44***
16190 - Sewing Machine Operator		17.20
16220 - Tailor		17.89
16250 - Washer Machine		15.13
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.55
19040 - Tool And Die Maker		22.89
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.88
21030 - Material Coordinator		22.72
21040 - Material Expediter		22.72
21050 - Material Handling Laborer		18.10
21071 - Order Filler		15.28
21080 - Production Line Worker (Food Processing)		22.88
21110 - Shipping Packer		17.74
21130 - Shipping/Receiving Clerk		17.74
21140 - Store Worker I		16.11
21150 - Stock Clerk		19.92
21210 - Tools And Parts Attendant		22.88
21410 - Warehouse Specialist		22.88
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.68
23019 - Aircraft Logs and Records Technician		23.93
23021 - Aircraft Mechanic I		27.56
23022 - Aircraft Mechanic II		28.68
23023 - Aircraft Mechanic III		29.80
23040 - Aircraft Mechanic Helper		21.20
23050 - Aircraft Painter		26.42
23060 - Aircraft Servicer		23.93
23070 - Aircraft Survival Flight Equipment Technician		26.42
23080 - Aircraft Worker		25.18

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.18
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.56
23110 - Appliance Mechanic	26.42
23120 - Bicycle Repairer	22.50
23125 - Cable Splicer	45.96
23130 - Carpenter Maintenance	21.89
23140 - Carpet Layer	21.70
23160 - Electrician Maintenance	28.55
23181 - Electronics Technician Maintenance I	25.60
23182 - Electronics Technician Maintenance II	26.82
23183 - Electronics Technician Maintenance III	27.98
23260 - Fabric Worker	23.93
23290 - Fire Alarm System Mechanic	27.56
23310 - Fire Extinguisher Repairer	22.50
23311 - Fuel Distribution System Mechanic	29.18
23312 - Fuel Distribution System Operator	23.82
23370 - General Maintenance Worker	18.13
23380 - Ground Support Equipment Mechanic	27.56
23381 - Ground Support Equipment Servicer	23.93
23382 - Ground Support Equipment Worker	25.18
23391 - Gunsmith I	22.50
23392 - Gunsmith II	25.18
23393 - Gunsmith III	27.56
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.20
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.10
23430 - Heavy Equipment Mechanic	23.28
23440 - Heavy Equipment Operator	22.45
23460 - Instrument Mechanic	27.56
23465 - Laboratory/Shelter Mechanic	26.42
23470 - Laborer	14.78***
23510 - Locksmith	26.42
23530 - Machinery Maintenance Mechanic	27.94
23550 - Machinist Maintenance	21.82
23580 - Maintenance Trades Helper	16.43
23591 - Metrology Technician I	27.56
23592 - Metrology Technician II	28.68
23593 - Metrology Technician III	29.80
23640 - Millwright	28.83
23710 - Office Appliance Repairer	26.42
23760 - Painter Maintenance	19.35
23790 - Pipefitter Maintenance	28.11
23810 - Plumber Maintenance	26.94
23820 - Pneudraulic Systems Mechanic	27.56
23850 - Rigger	27.56
23870 - Scale Mechanic	25.18
23890 - Sheet-Metal Worker Maintenance	27.56
23910 - Small Engine Mechanic	18.37
23931 - Telecommunications Mechanic I	30.49
23932 - Telecommunications Mechanic II	31.73
23950 - Telephone Lineman	34.49
23960 - Welder Combination Maintenance	20.67
23965 - Well Driller	24.48
23970 - Woodcraft Worker	27.56
23980 - Woodworker	22.50
24000 - Personal Needs Occupations	
24550 - Case Manager	17.40
24570 - Child Care Attendant	10.86***
24580 - Child Care Center Clerk	13.54***
24610 - Chore Aide	11.75***
24620 - Family Readiness And Support Services Coordinator	17.40

24630 - Homemaker	17.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.49
25040 - Sewage Plant Operator	22.40
25070 - Stationary Engineer	27.49
25190 - Ventilation Equipment Tender	19.57
25210 - Water Treatment Plant Operator	22.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.15
27007 - Baggage Inspector	13.43***
27008 - Corrections Officer	28.49
27010 - Court Security Officer	28.49
27030 - Detection Dog Handler	15.28
27040 - Detention Officer	28.49
27070 - Firefighter	28.49
27101 - Guard I	13.43***
27102 - Guard II	15.28
27131 - Police Officer I	27.46
27132 - Police Officer II	30.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.98***
28042 - Carnival Equipment Repairer	12.61***
28043 - Carnival Worker	9.79***
28210 - Gate Attendant/Gate Tender	16.13
28310 - Lifeguard	12.03***
28350 - Park Attendant (Aide)	18.04
28510 - Recreation Aide/Health Facility Attendant	13.17***
28515 - Recreation Specialist	22.35
28630 - Sports Official	14.37***
28690 - Swimming Pool Operator	18.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.63
29020 - Hatch Tender	28.63
29030 - Line Handler	28.63
29041 - Stevedore I	27.20
29042 - Stevedore II	30.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.25
30022 - Archeological Technician II	20.41
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	25.30
30040 - Civil Engineering Technician	24.09
30051 - Cryogenic Technician I	26.62
30052 - Cryogenic Technician II	29.40
30061 - Drafter/CAD Operator I	18.25
30062 - Drafter/CAD Operator II	20.41
30063 - Drafter/CAD Operator III	22.77
30064 - Drafter/CAD Operator IV	28.00
30081 - Engineering Technician I	16.66
30082 - Engineering Technician II	18.70
30083 - Engineering Technician III	20.98
30084 - Engineering Technician IV	25.92
30085 - Engineering Technician V	31.71
30086 - Engineering Technician VI	38.35
30090 - Environmental Technician	24.04
30095 - Evidence Control Specialist	24.04
30210 - Laboratory Technician	23.01
30221 - Latent Fingerprint Technician I	26.62
30222 - Latent Fingerprint Technician II	29.40
30240 - Mathematical Technician	25.30
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.82

30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.74
30375 - Petroleum Supply Specialist	29.40
30390 - Photo-Optics Technician	26.70
30395 - Radiation Control Technician	29.40
30461 - Technical Writer I	24.04
30462 - Technical Writer II	29.40
30463 - Technical Writer III	35.59
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.00
30502 - Weather Forecaster II	34.06
30620 - Weather Observer Combined Upper Air Or	(see 2) 22.77
Surface Programs	
30621 - Weather Observer Senior	(see 2) 25.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	15.81
31030 - Bus Driver	21.41
31043 - Driver Courier	13.79***
31260 - Parking and Lot Attendant	14.71***
31290 - Shuttle Bus Driver	15.67
31310 - Taxi Driver	13.74***
31361 - Truckdriver Light	14.65***
31362 - Truckdriver Medium	17.07
31363 - Truckdriver Heavy	22.54
31364 - Truckdriver Tractor-Trailer	22.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	10.72***
99050 - Desk Clerk	11.06***
99095 - Embalmer	27.76
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.78***
99252 - Laboratory Animal Caretaker II	15.75
99260 - Marketing Analyst	27.58
99310 - Mortician	27.76
99410 - Pest Controller	24.01
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	18.95
99711 - Recycling Specialist	21.63
99730 - Refuse Collector	17.64
99810 - Sales Clerk	12.34***
99820 - School Crossing Guard	14.72***
99830 - Survey Party Chief	24.77
99831 - Surveying Aide	14.74***
99832 - Surveying Technician	22.50
99840 - Vending Machine Attendant	18.07
99841 - Vending Machine Repairer	21.44
99842 - Vending Machine Repairer Helper	18.07

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary

affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CLEARFIELD COUNTY OF 212 ELOCUST STREET SUITE 112 CLEARFIELD PA 168302448	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21DIG000012
		10B. DATED (SEE ITEM 13) 09/28/2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	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) Administrative Action

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.)
Contracting Officer's Representative (COR): [REDACTED], 215-528-[REDACTED]
Contracting Officer (CO): [REDACTED], 202-924-[REDACTED]
Contract Specialist (CS): [REDACTED], 202-923-[REDACTED]

The purpose of this modification is to incorporate the Request for Adjustment (REA) effective as of 9/29/22. The REA addresses Wage Determination 2015-4249 revision 21 and establishes new rates for CLINs 0002, 0003, 0005, 0008, and 00010. Please see individual CLINs for additional information.

All other terms and conditions remain unchanged.
Period of Performance: 09/29/2021 to 09/28/2026
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10

15A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21DIG000012/P00008

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
CLEARFIELD COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Monthly Operating Charge - Period 2 (Months 4 through 14)</p> <p>The Monthly Operating Charge has increased: From: [REDACTED] By: \$ [REDACTED] To: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0003	<p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Monthly Operating Charge - Period 3 (Months 15 through 60)</p> <p>(Monthly Operating Charge decreases for period 3 due to the removal of (TDY Labor/Travel) and (Recruiting) charges which were only applicable for year 1 of the agreement)</p> <p>The Monthly Operating Charge has increased: From: [REDACTED] By: \$ [REDACTED] To: [REDACTED] Obligated Amount: \$0.00</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0005	<p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>Occupancy Per Diem Hourly Rate [REDACTED] has increased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: \$0.00</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
0008	<p>Change Item 0008 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Services Monthly Fixed Fee [REDACTED] miles/month or [REDACTED] Continued ...</p>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR21DIG000012/P00008

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NAME OF OFFEROR OR CONTRACTOR
CLEARFIELD COUNTY OF

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	<p>miles/year) has increased:</p> <p>From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0010 to read as follows (amount shown is the obligated amount):</p> <p>On Call / Stationary Hourly Guard Services Rate has increased:</p> <p>From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: \$0.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				