

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 32
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2. CONTRACT (Proc. Inst. Ident.) NO. 75ACF121C00062	3. EFFECTIVE DATE 04/27/2021	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ACF275971
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5. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	6. ADMINISTERED BY (If other than Item 5)	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508 Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 1495508	FACILITY CODE	11. SHIP TO/MARK FOR Admin for Children + Families Administration for Children and Fam 330 C Street, SW Washington DC 20201	CODE ACF	12. PAYMENT WILL BE MADE BY PSC Program Support Center 7700 Wisconsin Ave Bethesda MD 20814	CODE PSC
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA 2021.G99CXG1.25102
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$151,441,329.89**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print) Daniel Guinan, Operations General Manager	19B. NAME OF CONTRACTOR CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508	19C. DATE SIGNED 04/26/2021	20B. UNITED STATES OF AMERICA Evelyn S. Tyndell -S BY Tyndell -S (Signature of the Contracting Officer)	20C. DATE SIGNED 04/26/2021
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: (b)(4) DUNS Number: 079089292 The purpose of this contract is to provide the full complement of services necessary to care for UC in ORR custody including direct care and supervision, intake processing, clothing, hygiene kits, interior security, case management and medical services at the Pomona Emergency Intake Site. The facility will support a maximum of 2,500 UCs. Appr. Yr.: 2021 CAN: G99CXG1 Object Class: 25102				
1	Pomona Emergency Intake Site - Wrap Around Care Services Obligated Amount: \$151,441,329.89 Delivery: 04/27/2021				151,441,329.89
2	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 1) Amount: \$135,883,045.40 (Option Line Item) Delivery: 05/27/2021				0.00
3	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 2) Amount: \$136,324,368.23 (Option Line Item) Delivery: 06/27/2021				0.00
4	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 3) Amount: (b)(4) (Option Line Item) Delivery: 07/27/2021				0.00
5	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 4) Amount: (b)(4) (Option Line Item) Delivery: 08/27/2021 Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121C00062

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 5) Amount: (b)(4) (Option Line Item) Delivery: 09/27/2021				0.00
7	Pomona Emergency Intake Site - Wrap Around Care Services (Demobilization) Amount: (b)(4) (Option Line Item) Delivery: 11/27/2021				0.00

B. SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 Contract Type**

This is a firm fixed price contract.

The services acquired under this contract are severable services. Funds are only available for use for the purpose and intent of the services designated in the contract line item (CLIN) to which they are obligated.

B.1.2 Period of Performance

The period of performance shall be a total of six (6) months to include one (1) one-month base period and five (5) one-month option periods.

B.1.3 Contract Line Item (CLIN) Description – Base Period

CLIN	Description	Type	Unit	QTY	Unit Price (\$)	Total Price (\$)
0001	Emergency Intake Site – Wrap Around Care Services PoP: 04/27/21 to 05/26/21	FFP	EA	1	\$151,441,329.89	\$151,441,329.89
Total Price						151,441,329.89

B.1.4 Contract Line Item (CLIN) Description – Option Periods

CLIN	Description	Type	Unit	QTY	Unit Price (\$)	Total Price (\$)
0002	Emergency Intake Site – Wrap Around Care Services Option Period 1 PoP: 05/27/21 to 06/26/21	FFP	EA	1	\$135,883,045.40	\$135,883,045.40
0003	Emergency Intake Site – Wrap Around Care Services	FFP	EA	1	\$136,324,368.23	\$136,324,368.23

	Option Period 2 PoP: 06/27/21 to 07/26/21					
0004	Emergency Intake Site – Wrap Around Care Services Option Period 3 PoP: 07/27/21 to 08/26/21	FFP	EA	1	(b)(4)	(b)(4)
0005	Emergency Intake Site – Wrap Around Care Services Option Period 4 PoP: 08/27/21 to 09/26/21	FFP	EA	1	(b)(4)	(b)(4)
0006	Emergency Intake Site – Wrap Around Care Services Option Period 5 PoP: 09/27/21 to 10/26/21	FFP	EA	1	(b)(4)	(b)(4)
0007	Emergency Intake Site – Wrap Around Care Services Demobilization	FFP	EA	1	(b)(4)	(b)(4)
Total Price						\$834,937,655.59

SECTION C - STATEMENT OF WORK

Contractor will provide wrap around care services in Pomona, CA for up to 2,500 UCs.

The Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) is responsible for the care and placement of Unaccompanied Children (UC) transferred from the Department of Homeland Security. ORR has identified an urgent need for an Emergency Intake Site at the Fairplex Pomona Complex to have additional temporary capacity due to the recent and

rapid increase in UC volume.

The contractor shall provide the full complement of services necessary to care for UC in ORR custody including direct care and supervision including intake processing, clothing, hygiene kits, interior security, case management and medical services. The facility will support a maximum of 2,500 UCs.

The contractor shall provide services to meet the unique needs of the UC population.

Direct Care and Supervision of Children

- Direct care and supervision services are required for UC in ORR custody. The contractor shall be prepared to rapidly deploy staff to meet funded capacity under a mutually agreeable timeframe.
- The contractor shall provide the required capabilities to maintain a cadre of qualified staff to provide direct care and supervision services; support recruiting, screening, credentialing, training, and data tracking systems in accordance with ORR minimum standards for deployment at an ORR Emergency Influx Site including necessary background checks to provide services to children.
- The contractor shall attempt to ensure most staff assigned to UC are bilingual in English and Spanish. The contractor shall have access to language line use/translation services for other such languages as required and directed by ORR. Hindi/English, Mandarin/English, as directed by the Government/ORR.
- The contractor shall ensure that staff always maintains line-of-sight supervision of assigned children. The contractor will provide a staffing and supervision plan that meets ORR's minimum standards for an ORR an Emergency Intake Site.
- The contractor shall train staff in the following: ORR policies and procedures regarding Emergency Intake Sites; the Prison Rape Elimination Act Interim Final Rules procedures; ORR Database/System of Record; behavioral management and supervision including non-violent restraint and de-escalation techniques; and other training as directed by ORR.

Facility set up and design specifications shall provide line of sight for staff to monitor children.

Minimum staff ratios for tender age children include:

- Youth care workers (1:4 kids under 5 years, 1:8 for children 6 to 12 years)
- Childcare team lead (1:30 kids)
- Childcare shift supervisor per shift (1:5 team)
- 2 child welfare program leads/coordinators – will design guidance, etc.
- Case Managers (Minimum 50% on site; 1:8 kids)

Minimum staff ratios for 13 to 17 year olds include:

- Youth care workers (1:15 kids)
- Childcare team lead (1:60 kids)
- Childcare shift supervisor per shift (1:5 team)
- 2 child welfare program leads/coordinators – will design guidance, etc.
- Case Managers (Minimum 50% on site; 1:12 kids)

The Contractor shall provide medical and bio-hazard waste management and removal, medical services, medical janitorial services, case management, and bed management.

Youth Care Workers

The Contractor shall provide Youth Care Workers (YCW) who will provide direct supervision of children in-care and maintain line-of-sight at all times. YCW assist minors in activities and programming as well as cultivate a safe, healthy, therapeutic, nurturing and caring environment that is supportive of minors' individualized needs, social, emotional, and academic development. High school diploma or equivalent degree and a minimum of 1-year employment experience in the child welfare field working with children and/or adolescents in a social service setting. Contractor will be afforded an opportunity to scale up operations and services to meet ORR requirements at a mutually agreeable timeframe. The Contractor shall provide staffing and services for up to 2,500 UC, services.

Standards of Care

Children Housed in ORR Emergency Intake Centers will be afforded the following basic standards of care. The Vendor is mandated to coordinate with other providers support this site and to provide medical services for UC in accordance with the below minimum standards and in accordance with current ORR Policies and Procedures.

- Maintain facilities that are safe and sanitary;
- Provide access to toilets, sinks, and showers;
- Provide drinking water and food;
- Maintain adequate temperature control and ventilation;
- Provide adequate supervision;
- Provide same gender supervision for any area where unaccompanied children regularly undress, including restrooms and showers;
- Provide unaccompanied children with appropriate clothing and personal grooming items;
- Separate unaccompanied children who are subsequently found to have past criminal/juvenile history and/or who exhibit behavior that presents a danger to themselves or to others from other unaccompanied children;
- Adhere to a zero tolerance policy towards sexual abuse and assault per ORR regulations and policy;
- Establish reporting on significant incident and sexual abuse allegations and follow-up procedures consistent with ORR's policies and reporting guidance;
- Allow reasonable access to legal services providers, unaccompanied children's attorneys of record, and child advocates that have provided proper documentation, subject to time and place restrictions;
- Providing legal services information, including the availability of free legal assistance, the right to be represented by counsel at no expense to the government, the right to a removal hearing before an immigration judge, the right to apply for asylum or to request voluntary departure in lieu of deportation. (This information is included in the Legal Resource Guide for Unaccompanied Alien Children);
- Allow access to religious services, if available;
- Provide emergency clinical services;
- Comply with reporting requirements as specified by ORR in consultation with providers;
- Provide children the right to be free from discrimination on the basis of gender, race, religion, national origin or sexual orientation; and
- Keep children free from any cruel, harsh, unnecessary, demeaning or humiliating punishment.

To the extent practicable, non-State licensed Emergency Intake Sites are encouraged to provide the following services:

- Provide case management services for safe and timely release;

- Provide unaccompanied children a reasonable access to privacy, which includes the opportunity to wear his or her own clothes, as appropriate; retain a space for storage of personal belongings; talk privately on the phone, as appropriate; visit privately with guests, as appropriate; and receive and send uncensored mail unless there is a reasonable belief that the mail contains contraband;
- Provide for either an in-person Know Your Rights presentation by a legal service provider;
- Educational services; and
- Daily Recreational/Leisure time that includes one hour of large muscle activity and one hour of structured leisure time activities.

Clothing

Sufficient clothing to support UC housed at the ORR Emergency Intake Center. The Contractor shall provide age appropriate clothing items and shoes for children between 2 – 17 years old. Clothing types and quantities per child are below.

- T-shirts: 5
- Basketball shorts: 2
- Sweatpants: 2
- Sweatshirts: 2
- Jackets: 1
- Undergarments: (Male): at least 5
- Undergarments: (Female): at least 5 sets (i.e., underwear and bra)
- Socks: 5
- House shoes: 1
- Athletic shoes: 1

Clothing should not appear to be institutional in nature and should replicate normal civilian wear found in a typical school setting. The contractor shall be prepared to purchase any additional size of clothing items not specified in the work statement.

Hygiene Kits

The Contractor shall provide a gender-appropriate Hygiene Kit for every UC. Products should be appropriate to meet the ethnic and cultural needs of each UC. Hygiene kits shall include:

- Soap: 1 (Maximize the use of liquid soap for bathing)
- Toothbrush: 1
- Toothpaste: 1
- Washcloth or hand towel: 1
- Bath towel: 1
- Deodorant: 1
- Comb: 1
- Shampoo: 1
- Conditioner: 1
- Tissues: 1
- Water Bottle: 1
- Feminine hygiene products

NOTE: The contractor shall purchase razors and hand sanitizers, but shall NOT include razors inside the hygiene kits. These two items shall be distributed and collected as required. Each hygiene kit shall be replenished as needed.

Medical and Public Health Services

The contractor shall provide the necessary protocols and procedures to provide ready access to following medical staffing to support operations as applicable, and including but not limited to, physicians (doctor of medicine (MD) or doctor of osteopathic medicine (DO)), mid-level providers (nurse practitioner/physician's assistants), and registered nurses. All clinical providers must possess a current, active, full, and unrestricted appropriate medical license for the funded position from a State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States., possess clean background checks, and clean child abuse and neglect checks. Staff who will have unsupervised direct access (e.g. physically present) to children must have an FBI based background check, and child abuse and neglect check (if not waived by ORR). Staff who do not have direct access to children must have a public records criminal background check.

Contractor will provide access to the following providers in line with mandatory ORR Staff ratios as follows:

- Physicians: 1 staff for every 500 UC (Not required but a Pediatrician is encouraged; Spanish speaking providers is encouraged)
- Registered nurses: 5 staff for every 500 UC

Physician's assistants and nurse practitioner: 11 staff for every 500 UC

*****Providers with Pediatrics, Med/Peds, Family Medicine, Peds Emergency Medicine backgrounds strongly preferred ;*

***** bilingual Spanish speakers strongly encouraged across all domains*

*****The contractor may supplement more physicians in lieu of PA's/ NP's maintaining this ratio*

The level of occupation at these location is subject to change, based on ORR mission requirements. Any changes made to these occupation levels will be incorporated via modification in accordance with requirements for changes to commercial contracts as detailed in the FAR.

The contractor shall track UC's dietary restrictions as a result of medical requirements as well as other medical conditions and shall communicate this information to all relevant support staff. The contractor shall also input this information into the ORR Database/System of Record/System of Record, a government web-based data management system, within 24 hours. The COR will provide ORR Database/System of Record access at the time of award.

The contractor shall ensure that all medical encounters, as well as all medications provided to the UC are documented in the ORR Database/System of Record as instructed in the ORR policies as procedures.

The contractor shall provide initial medical screening for all UC and record the results and the UC's medical history in the ORR Database/System of Record in accordance with ORR's policies and procedures. UC of all ages, shall be interviewed to obtain a complete medical history and physically examined for identification of any acute or chronic issues that require medical attention. Medical providers will complete the UC Health Assessment form to document this exam and the contractor staff must enter this information into the ORR Database/System of Record. Hard copies of all health documentation (immunization record, lab results, office notes,

etc.) must accompany the child and be uploaded to the UC Portal.UC to their next destination. In addition, all other medical encounters and immunizations administered, as well as all medications provided shall be documented in the ORR Database/System of Record as instructed in the ORR policies and procedures.

CLIA Certification

An appropriate CLIA Certificate is required for any testing performed on site, including point-of-care pregnancy and point-of-care COVID-19 testing among others. Prior to beginning operations, you must provide ORR a copy of the CLIA Certificate you will be operating under, or, if you do not have one and cannot obtain one prior to beginning operation, let ORR know. ORR holds a CLIA Certificate of Waiver to cover point-of-care COVID-19 and pregnancy tests and EIS sites can be included under it. ORR would need to know if this is required and which specific tests will be performed so the ORR CLIA Certificate can be updated.- Contractor will include the POC testing under its own CLIA Certificate.

UC Pregnancy Testing

The contractor shall screen all females over 10 years old or females under 10 years old who have reached menarche for possible pregnancy by conducting a urine pregnancy test. Pregnancy screening shall be conducted before vaccination protocol so that vaccines not medically appropriate per CDC guidelines for pregnant women may be withheld. The contractor will provide pregnancy test supplies and equipment.

UC Tuberculosis Screening

Universal TB screening is not performed at EIS facilities and therefore UC do not require PPD/IGRA testing or screening CXR. That being said, UC who present with a concern for TB based on history or clinical symptoms should be screened as appropriate.

UC Vaccine Treatment

Contractor needs to provide all personnel, products, and vaccines required to safely administer treatment to UC's upon arrival onsite. ORR requires EIS facilities to vaccinate children with MMR and Varicella at a minimum. ORR recommends that children in EIS facilities receive all other age appropriate vaccines as per the ACIP vaccine catch-up series -

https://www.cdc.gov/vaccines/schedules/hcp/imz/childadolescent.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fvaccines%2Fschedules%2Fhcp%2Fchild-adolescent.html

It is strongly encouraged to become Vaccine for Children certified provider rather than reliance on local Health department or private procurement

All scheduling, testing, treatment, and results must be documented and provided to ORR via standard medical data reporting requirements.

COVID Testing

Contractor needs to provide all personnel, products, a required to safely administer testing for COVID-19 for all UCs upon arrival onsite and for surveillance for all site staff and volunteers.

Testing will need to account for two (2) types:

Phase I – Rapid Testing

- Population: UC's and staff/volunteers
- Schedule: Upon arrival onsite as part of initial check-in and recurring every 3 days

Phase II – Follow-up PCR Testing

- Population: All UC's and staff/volunteers
- Schedule: needs to be done on any UC, staff or volunteer that tests positive by rapid testing

ORR defers to the CDC technical advisor on the ground for any changes in the recommended screening and surveillance schedule. The contractor must supply COVID-19 rapid Ag tests either with BINEX testing cards or through an alternative EUA/FDA approved Rapid Ag testing platform. All scheduling, testing, treatment, and results must be documented and provided to ORR via standard medical data reporting requirements.

Emergency Medical Triage and Stabilization Service

Contractor must provide all personnel, products, materials, and services required to perform emergency medical assessment and treatment with the goal to stabilize a patient in the event a UC requires emergency medical care prior to being transported to a medical facility.

Contractor must be able to provide this service immediately and available 24/hours a day which may require maintaining a contracted ambulance service on-site as directed by ORR.

The contractor shall adhere to ORR policies on Medication Administration and Management and will coordinate with Federal and local entities regarding recommended vaccinations schedules and deliver as applicable.

Protocols for handling Positive COVID-19 + cases

- Contractor will establish effective protocol and mitigation strategies to limit the spread of infectious diseases including ensuring a positive case is isolated in accordance with CDC guidance. COVID-positive minors may be isolated together.
- Ensure personnel entering the rooms use standard precautions, contact precautions, airborne precautions (e.g., N95 respirator), and eye protection (e.g., goggles or a face shield). Provide a plain paper surgical mask to the child for use when he leaves the isolation room (e.g., to go to the bathroom or a medical appointment).
- Provide immediate medical attention if they have severe or worsening symptoms.

Close contacts (within 6 ft of a COVID-19 case for at least 15 min)

Quarantine close contacts in accordance with CDC guidance. Cohort them (room them) together in as small of groups as possible with access to a bathroom preferably in groups with the same exposure

- If a minor develops COVID symptoms, please isolate them and retest them for COVID. Any minor that tests positive must be removed from quarantine and placed into isolation. Those minors in the same cohort that meet the definition of a close contact must have their quarantine restarted and the date of their most recent exposure to a positive minor must be recorded in their medical record.
- Ensure personnel entering the rooms use standard precautions, contact precautions, airborne precautions (e.g., N95 respirator), and eye protection (e.g., goggles or a face shield). Provide a plain paper surgical mask to the child for use when he leaves the isolation room (e.g., to go to the bathroom or a medical appointment).

- Coordinate with ORR and local entities to obtain and distribute adequate PPE for staff as necessary.

Alternate Housing for COVID-19

The Contractor providing medical support and the care provider for UC supervision for UC diagnosed with infectious disease such as COVID-19 shall ensure above COVID protocols are adhered to. Once medically clear UC will return to the general population. The Contract shall ensure the supervision for medical segregation is covered at the appropriate ratios.

Ratios for medical segregation:

- | | |
|------------------------|--|
| 1) Youth Care Workers: | 1 YCW: 8 child day ratio, 1 YCW:12 child night ratio |
| 2) Health Providers: | 1 Clinician: 12 Child |

Centralized Case Management Services

The contractor shall provide the following:

- The contractor shall provide virtual case management services to meet the unique needs of the UC population.
- The contractor shall contact and engage potential sponsors to initiate sponsor assessments, including performing background checks, child abuse and neglect checks, and sex offender registry checks in accordance with ORR policies and procedures.
- The contractor shall make determinations on sponsor suitability by thoroughly vetting the sponsor identity and confirming the validity of government-issued identity documents.
- The contractor shall coordinate with ORR care providers, consulates, international bodies, child advocates, third-party coordinators, and U.S. Federal agencies.
- The contractor shall engage in the family reunification process and make recommendations for timely reunifications of UC with the verified sponsors.
- The contractor shall coordinate with ORR stakeholders to unify UC with the respective sponsors.

Centralized Case Management Services (CCMS) – Staffing, Recruiting and Screening

The contractor shall provide the following:

- The contractor shall provide the required capabilities to maintain a cadre of qualified staff to provide case management services; support recruiting, screening, credentialing, training, and data tracking systems.
- These staff must meet ORR minimum standards for deployment at an ORR emergency intakes site or other influx site including necessary background checks to provide services to children. Staff who will have unsupervised direct access (e.g. physically present) to children must have an FBI based background check, and child abuse and neglect check (if not waived by ORR). Staff who do not have direct access to children must have a public records criminal background check.

- The contractor shall provide initial triaging and case management services for the duration of activation and input intake assessments into the UC database for reporting purposes.
- The contractor shall ensure that most staff assigned to UC are bilingual in English and Spanish and shall be proficient in speaking, reading, and writing both languages. The contractor shall have access to language line use/translation services for other such languages as required and directed by ORR. Hindi/English, Mandarin/English, as directed by the Government/ORR.
- The contractor shall ensure that staff always maintains line-of-sight supervision of assigned children. The contractor will provide a staffing and supervision plan that meets ORR's minimum standards for an ORR emergency intakes site or other influx site. Positions include: Case Managers, Case Manager Supervisor, Clinical Counselors, Data Entry Specialist, and Program Director.
- The contractor shall train staff in the following: ORR policies and procedures, ORR interim guidance and operations manual; the Prison Rape Elimination Act Interim Final Rules procedures; the sponsor reunification packet; ORR Database/System of Record; behavioral management and non-violent restraint techniques; cultural competence training; and child- welfare best practices. The contractor shall request the COR's approval for all training material developed before its use. All training material developed for the purpose of this contract will be the property of ORR. Training material shall be available in hard and electronic copy.
- Contractor will be afforded an opportunity to scale up operations and services to meet ORR Influx requirements at a mutually agreeable timeframe.

[End of Section C]

SECTION D - PACKAGING AND MARKING

This section intentionally left blank.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

Pursuant to the appropriate inspection clause, all work described in Section C to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Contracting Officer's Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

E.1.1 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

E.1.2 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

- Consistency to Requirements All work products must satisfy the requirements of this Statement of Work.

[End of Section E]

SECTION F - PERFORMANCE

F.1 Period of Performance

The period of performance shall be for a base period of one month, with five (5) one-month option periods as identified below:

Base Period:	04/27/21 to 05/26/21
Option Period 1:	05/27/21 to 06/26/21
Option Period 2:	06/27/21 to 07/26/21
Option Period 3:	07/27/21 to 08/26/21
Option Period 4:	08/27/21 to 09/26/21
Option Period 5:	09/27/21 to 10/26/21

F.2 Place of Performance

Fairplex Pomona Facility
1101 W. McKinley Ave., Pomona, CA 91768

G. CONTRACT ADMINISTRATION

G1 Authorities of Government Personnel

The following individuals will be Government's points of contact during performance of the contract and for administration.

Contracting Officer Name: Evelyn S. Tyndell
Address: 330 C Street, S.W. Washington DC 20201
Email: Evelyn.Tyndell@acf.hhs.gov

Contracting Officer's Representatives Name: Sheryl Sanders
Address: 330 C Street, S.W. Washington DC 20201
Email: Sheryl.Sanders@fda.hhs.gov

G2 Contracting Officer (CO)

The CO is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the CO can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

The CO is the only person with the authority to act as agent of the Government under this contract. Only the CO has authority to:

1. Direct or negotiate any changes within the contract;
2. Modify or extend the period of performance;
3. Change the delivery schedule;
4. Authorize reimburse to the Contractor of any costs incurred during the performance of this contract; and
5. Otherwise change any terms and conditions of this contract.

No information other than that which may be contained in an authorized modification to this contract, duly issued by the CO, which may be received from any person employed by the US Government, other otherwise, shall be considered grounds for deviation from any stipulation of this contract.

The Government may unilaterally change its CO designation, after which it will notify Contractor in writing of such change. The CO will appoint a COR in writing through a COR Appointment Letter that will be provided to the contractor upon award.

G3 Contracting Officer's Representative (COR)

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;

- (2) Constitutes a change as defined in the clause entitled "Changes";

- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work-days, with a copy to the Contracting Officer.

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

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

G4 Invoices – Commercial

(1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to:

- 1) Contracting Officer's Representative (COR) Sheryl.Sanders@fda.hhs.gov
- 2) Contracting Officer: Evelyn.Tyndell@acf.hhs.gov
- 3) Financial Management Services: psc_invoices@psc.hhs.gov
- 4) Acquisition Management Services: pscsas.invoices@psc.hhs.gov

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract.

Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.

(2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232- 33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

- (i) Invoices must break-out price/cost by contract line item number

(CLIN) as specified in the pricing section of the contract.

(ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.

(iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

(3) Prompt Payment Act

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

H. SPECIAL CONTRACT REQUIREMENTS

H1 Supplies and Equipment

Contractor will provide all supplies and equipment necessary to support this requirement as identified in Section C.

H2 Contractor Performance Evaluations

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

H3 Restrictions on Contractor Access to Government or Third Party Information

The purpose of this clause is to set forth the restrictions that will govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.

A. Under this contract, the Contractor will have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

- (i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;
- (ii) Safeguard information from unauthorized use and disclosure;
- (iii) Allow access to the information only to those employees who need it to perform services under this contract;
- (iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;
- (v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to

safeguard that information from unauthorized use and disclosure; and

(vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:

- (i) Compete for work for the Government; or
- (ii) Submit an unsolicited proposal to the Government.

(3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:

- (i) Notify the Contracting Officer; and
- (ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this section of the contract may provide grounds for the Government to:

- (i) Require the contractor to remove the contract employee or employees from the performance of the contract;
- (ii) Require the contractor to terminate the subcontractor;
- (iii) Suspend contractor payments;
- (iv) Terminate this contract for default or cause;
- (v) Suspend or debar the Contractor for serious misconduct affecting present responsibility; and;
- (vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and /or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

H4 Post Award Organizational Conflict of Interest

a. General: The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.

b. Disclosure: The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

c. Resolution: In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

I. CONTRACT CLAUSES

52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far> and <https://www.hhs.gov/policies/hhsar>.

Clause	Title	Date
HHSAR Clauses/Provisions		
352.203-70	Anti-Lobbying	DEC 2015
352.208-70	Printing and Duplication	DEC 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity	JAN 2010
352.237-70	Pro-Children Act	DEC 2015
352.237-71	Crime Control Act – Reporting of Child Abuse	DEC 2015
352.237-72	Crime Control Act- Requirement for Background Checks	DEC 2015
352.237-74	Non-Discrimination in Service Delivery	DEC 2015
352.242-71	Tobacco-Free Facilities	JAN 2006
FAR Clauses/Provisions		
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions—Commercial Items	AUG 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.222-17	Non-displacement of Qualified Workers	MAY 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	NOV 2013

52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-19	Commercial Computer Software License	DEC 2007
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-23	Assignment of Claims	MAY 2014
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay of Work	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use and Charges	APR 2012
52.246-4	Inspection of Services--Fixed Price	AUG 1996
52.246-25	Limitation of Liability--Services	FEB 1997
52.249-2	Termination for Convenience of The Government (Fixed-Price)	APR 2012

Federal Acquisition Regulation (FAR) and Health and Human Services Acquisition Regulation (HHSAR) Clauses Incorporated in Full Text

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential

or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States, means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) *The Contractor shall-*

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition

contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the ACF Contracting Officer and shall not be binding until so approved.

(End of Clause)

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

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

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

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

__ (5) [Reserved].

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

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

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

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

__ (10) [Reserved].

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

__ (ii) Alternate I (MAR 2020) of 52.219-3.

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

- ___ (ii) Alternate I (MAR 2020) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-6.
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (NOV 2016) of 52.219-9.
- ___ (iii) Alternate II (NOV 2016) of 52.219-9.
- ___ (iv) Alternate III (JUN 2020) of 52.219-9.
- ___ (v) Alternate IV (JUN 2020) of 52.219-9
- ___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ___ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (MAR 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-

Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).

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

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

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

 X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).

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

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

 (ii) Alternate I (FEB 1999) of 52.222-26.

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

 (ii) Alternate I (JUL 2014) of 52.222-35.

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

 (ii) Alternate I (JUL 2014) of 52.222-36.

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

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

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

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

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

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

 (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not

applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

___ (ii) Alternate I (OCT 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

___ (ii) Alternate I (JUN 2014) of 52.223-16.

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

___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

___ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (48) 52.225-1, Buy American-Supplies (JAN 2021) (41 U.S.C. chapter 83).

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

___ (ii) Alternate I (JAN 2021) of 52.225-3.

__ (iii) Alternate II (JAN 2021) of 52.225-3.

__ (iv) Alternate III (JAN 2021) of 52.225-3.

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

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

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

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

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

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

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

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

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

__ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (63)

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

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (FEB 2006) of 52.247-64.

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

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

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

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National

Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

 - (xiii) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.

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

- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than

once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the contract's expiration.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **5 days** before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at **least 15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

(End of clause)

SECTION J – LIST OF ATTACHMENTS

Attachment 1 – Staffing Deployment Ramp Up Schedule

Attachment 2 – Service Contract Act Wage Determination No. 2015-5613 Rev. 16 Dated 12/21/2020

SECTION K - Representations, Certifications, and Other Statements of Offerors

The Administration for Children and Families accepts annual representations and certifications via the System for Award Management (SAM) see FAR Clause 52.204-7 “System for Award Management”.

(End of Contract)

Contract# 75ACF121C00062
DEPARTMENT OF HEALTH & HUMAN SERVICES
Wrap Around Care Services for the ORR Emergency Intake Site

Labor Summary																
Deployment Ramp Up Schedule	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Labor Category																
(b)(4)																
Security and Risk Mitigation																
(b)(4)																

* Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Contract# 75ACF121C00062
DEPARTMENT OF HEALTH & HUMAN SERVICES
Wrap Around Care Services for the ORR Emergency Intake Site

Labor Summary																
(b)(4)																
<i>Youth Care Workers</i>																
(b)(4)																
<i>Case Management</i>																
(b)(4)																
<i>Medical Staff</i>																
(b)(4)																

* Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5613 Revision No.: 16 Date Of Last Revision: 12/21/2020
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of Los Angeles

OCCUPATION NOTES:

Heating Air Conditioning and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986-0879.

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.09
01012 - Accounting Clerk II		20.32
01013 - Accounting Clerk III		22.73
01020 - Administrative Assistant		34.07
01035 - Court Reporter		32.09
01041 - Customer Service Representative I		15.01
01042 - Customer Service Representative II		16.87
01043 - Customer Service Representative III		18.41
01051 - Data Entry Operator I		15.62
01052 - Data Entry Operator II		17.04
01060 - Dispatcher Motor Vehicle		22.41
01070 - Document Preparation Clerk		17.26
01090 - Duplicating Machine Operator		17.26
01111 - General Clerk I		14.89

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01112 - General Clerk II	16.25
01113 - General Clerk III	18.25
01120 - Housing Referral Assistant	23.44
01141 - Messenger Courier	15.43
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	18.07
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.73
01290 - Rental Clerk	16.83
01300 - Scheduler Maintenance	18.80
01311 - Secretary I	18.80
01312 - Secretary II	21.03
01313 - Secretary III	23.44
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	34.07
01420 - Survey Worker	19.93
01460 - Switchboard Operator/Receptionist	15.86
01531 - Travel Clerk I	18.20
01532 - Travel Clerk II	19.81
01533 - Travel Clerk III	21.28
01611 - Word Processor I	18.05
01612 - Word Processor II	20.27
01613 - Word Processor III	22.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	25.70
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.73
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	16.63
07042 - Cook II	19.24
07070 - Dishwasher	12.31
07130 - Food Service Worker	12.62
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	12.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.11
11060 - Elevator Operator	14.71
11090 - Gardener	21.03
11122 - Housekeeping Aide	14.71
11150 - Janitor	14.71
11210 - Laborer Grounds Maintenance	15.77
11240 - Maid or Houseman	14.34
11260 - Pruner	14.89

11270 - Tractor Operator	19.28
11330 - Trail Maintenance Worker	15.77
11360 - Window Cleaner	15.78
12000 - Health Occupations	
12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	24.89
12012 - Certified Occupational Therapist Assistant	34.28
12015 - Certified Physical Therapist Assistant	34.47
12020 - Dental Assistant	18.66
12025 - Dental Hygienist	51.84
12030 - EKG Technician	36.47
12035 - Electroneurodiagnostic Technologist	36.47
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	22.24
12072 - Licensed Practical Nurse II	24.89
12073 - Licensed Practical Nurse III	27.74
12100 - Medical Assistant	17.43
12130 - Medical Laboratory Technician	26.64
12160 - Medical Record Clerk	19.83
12190 - Medical Record Technician	22.19
12195 - Medical Transcriptionist	23.42
12210 - Nuclear Medicine Technologist	53.87
12221 - Nursing Assistant I	13.17
12222 - Nursing Assistant II	14.81
12223 - Nursing Assistant III	16.16
12224 - Nursing Assistant IV	18.15
12235 - Optical Dispenser	21.48
12236 - Optical Technician	17.13
12250 - Pharmacy Technician	20.86
12280 - Phlebotomist	19.71
12305 - Radiologic Technologist	39.48
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	30.83
12320 - Substance Abuse Treatment Counselor	23.00
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	38.46
13050 - Library Aide/Clerk	17.17
13054 - Library Information Technology Systems Administrator	34.73
13058 - Library Technician	22.40
13061 - Media Specialist I	25.07
13062 - Media Specialist II	28.04
13063 - Media Specialist III	31.26
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13090 - Technical Order Library Clerk	20.08
13110 - Video Teleconference Technician	25.49
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.48
14042 - Computer Operator II	21.79
14043 - Computer Operator III	24.29

14044 - Computer Operator IV	26.99
14045 - Computer Operator V	29.89
14071 - Computer Programmer I	(see 1) 27.42
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	19.48
14160 - Personal Computer Support Technician	26.99
14170 - System Support Specialist	33.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	40.84
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	28.55
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.01
15086 - Maintenance Test Pilot Rotary Wing	49.01
15088 - Non-Maintenance Test/Co-Pilot	49.01
15090 - Technical Instructor	27.06
15095 - Technical Instructor/Course Developer	33.10
15110 - Test Proctor	21.85
15120 - Tutor	21.85
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	
16030 - Counter Attendant	
16040 - Dry Cleaner	
16070 - Finisher Flatwork Machine	
16090 - Presser Hand	
16110 - Presser Machine Drycleaning	
16130 - Presser Machine Shirts	
16160 - Presser Machine Wearing Apparel Laundry	
16190 - Sewing Machine Operator	
16220 - Tailor	
16250 - Washer Machine	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.01
19040 - Tool And Die Maker	29.11
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.57
21030 - Material Coordinator	23.73
21040 - Material Expediter	23.73
21050 - Material Handling Laborer	14.08
21071 - Order Filler	14.12
21080 - Production Line Worker (Food Processing)	17.57
21110 - Shipping Packer	15.91
21130 - Shipping/Receiving Clerk	15.91
21140 - Store Worker I	15.34
21150 - Stock Clerk	18.85
21210 - Tools And Parts Attendant	17.57
21410 - Warehouse Specialist	17.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.26
23019 - Aircraft Logs and Records Technician	28.30
23021 - Aircraft Mechanic I	34.24
23022 - Aircraft Mechanic II	36.26
23023 - Aircraft Mechanic III	37.67
23040 - Aircraft Mechanic Helper	24.01
23050 - Aircraft Painter	32.25
23060 - Aircraft Servicer	28.30
23070 - Aircraft Survival Flight Equipment Technician	32.25

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23080 - Aircraft Worker	30.30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.24
23110 - Appliance Mechanic	22.12
23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	48.28
23130 - Carpenter Maintenance	29.33
23140 - Carpet Layer	23.23
23160 - Electrician Maintenance	32.34
23181 - Electronics Technician Maintenance I	27.21
23182 - Electronics Technician Maintenance II	28.97
23183 - Electronics Technician Maintenance III	30.75
23260 - Fabric Worker	27.33
23290 - Fire Alarm System Mechanic	26.03
23310 - Fire Extinguisher Repairer	23.06
23311 - Fuel Distribution System Mechanic	37.65
23312 - Fuel Distribution System Operator	28.79
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	34.24
23381 - Ground Support Equipment Servicer	28.30
23382 - Ground Support Equipment Worker	30.30
23391 - Gunsmith I	23.06
23392 - Gunsmith II	26.68
23393 - Gunsmith III	30.16
23410 - Heating Ventilation And Air-Conditioning Mechanic	
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	34.55
23440 - Heavy Equipment Operator	41.01
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	28.42
23470 - Laborer	14.08
23510 - Locksmith	26.86
23530 - Machinery Maintenance Mechanic	28.51
23550 - Machinist Maintenance	25.41
23580 - Maintenance Trades Helper	15.48
23591 - Metrology Technician I	32.82
23592 - Metrology Technician II	34.76
23593 - Metrology Technician III	36.12
23640 - Millwright	30.03
23710 - Office Appliance Repairer	21.95
23760 - Painter Maintenance	24.65
23790 - Pipefitter Maintenance	28.53
23810 - Plumber Maintenance	26.88
23820 - Pneudraulic Systems Mechanic	30.16
23850 - Rigger	29.87
23870 - Scale Mechanic	26.68
23890 - Sheet-Metal Worker Maintenance	28.02
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	30.06
23932 - Telecommunications Mechanic II	31.84
23950 - Telephone Lineman	32.19
23960 - Welder Combination Maintenance	19.75
23965 - Well Driller	29.72
23970 - Woodcraft Worker	29.87
23980 - Woodworker	22.84
24000 - Personal Needs Occupations	
24550 - Case Manager	19.39
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	12.49
24620 - Family Readiness And Support Services	19.39

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Coordinator	
24630 - Homemaker	19.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.56
25040 - Sewage Plant Operator	38.29
25070 - Stationary Engineer	37.56
25190 - Ventilation Equipment Tender	26.33
25210 - Water Treatment Plant Operator	38.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	33.25
27007 - Baggage Inspector	14.43
27008 - Corrections Officer	35.81
27010 - Court Security Officer	39.56
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	35.81
27070 - Firefighter	43.31
27101 - Guard I	14.43
27102 - Guard II	23.77
27131 - Police Officer I	48.95
27132 - Police Officer II	54.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.29
28042 - Carnival Equipment Repairer	17.76
28043 - Carnival Worker	12.63
28210 - Gate Attendant/Gate Tender	17.89
28310 - Lifeguard	17.03
28350 - Park Attendant (Aide)	20.01
28510 - Recreation Aide/Health Facility Attendant	14.60
28515 - Recreation Specialist	24.79
28630 - Sports Official	15.93
28690 - Swimming Pool Operator	20.55
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.18
29020 - Hatch Tender	32.18
29030 - Line Handler	32.18
29041 - Stevedore I	30.05
29042 - Stevedore II	34.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	45.55
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.41
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.59
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.81
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	37.25
30051 - Cryogenic Technician I	30.15
30052 - Cryogenic Technician II	33.30
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	29.33
30095 - Evidence Control Specialist	27.23
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	41.17
30222 - Latent Fingerprint Technician II	45.48
30240 - Mathematical Technician	37.31
30361 - Paralegal/Legal Assistant I	21.83

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30362 - Paralegal/Legal Assistant II	27.04
30363 - Paralegal/Legal Assistant III	33.08
30364 - Paralegal/Legal Assistant IV	40.03
30375 - Petroleum Supply Specialist	33.30
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	33.30
30461 - Technical Writer I	27.70
30462 - Technical Writer II	33.89
30463 - Technical Writer III	41.00
30491 - Unexploded Ordnance (UXO) Technician I	28.95
30492 - Unexploded Ordnance (UXO) Technician II	35.02
30493 - Unexploded Ordnance (UXO) Technician III	41.98
30494 - Unexploded (UXO) Safety Escort	28.95
30495 - Unexploded (UXO) Sweep Personnel	28.95
30501 - Weather Forecaster I	31.36
30502 - Weather Forecaster II	38.17
30620 - Weather Observer Combined Upper Air Or	(see 2) 31.00
Surface Programs	
30621 - Weather Observer Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.02
31020 - Bus Aide	15.86
31030 - Bus Driver	22.85
31043 - Driver Courier	16.24
31260 - Parking and Lot Attendant	13.31
31290 - Shuttle Bus Driver	17.71
31310 - Taxi Driver	15.81
31361 - Truckdriver Light	17.71
31362 - Truckdriver Medium	20.63
31363 - Truckdriver Heavy	22.68
31364 - Truckdriver Tractor-Trailer	22.68
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.08
99030 - Cashier	12.78
99050 - Desk Clerk	14.02
99095 - Embalmer	29.77
99130 - Flight Follower	28.95
99251 - Laboratory Animal Caretaker I	14.74
99252 - Laboratory Animal Caretaker II	16.07
99260 - Marketing Analyst	31.48
99310 - Mortician	34.35
99410 - Pest Controller	19.10
99510 - Photofinishing Worker	18.97
99710 - Recycling Laborer	29.07
99711 - Recycling Specialist	35.54
99730 - Refuse Collector	27.56
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	15.32
99830 - Survey Party Chief	54.57
99831 - Surveying Aide	30.56
99832 - Surveying Technician	40.17
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	16.83
99842 - Vending Machine Repairer Helper	13.35

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

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week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to

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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.

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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))."

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Withheld pursuant to exemption

(b)(3):49 U.S.C. § 40110(e)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(3);49 U.S.C. § 40110(e)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(3);49 U.S.C. § 40110(e)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(3);49 U.S.C. § 40110(e)

of the Freedom of Information and Privacy Act

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Withheld pursuant to exemption

(b)(3);49 U.S.C. § 40110(e)

of the Freedom of Information and Privacy Act

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ACF277884	5. PROJECT NO. (If applicable)
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1495508		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
			10B. DATED (SEE ITEM 13) 04/26/2021

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$135,883,045.40
2021.G99UXXR.25102

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract

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.)

Tax ID Number: (b)(4)
DUNS Number: 079089292
Appr. Yr.: 2021 CAN: G99UXXR Object Class: 25102
Period of Performance: 05/27/2021 to 06/26/2021

Add Item 8 as follows:

8 Option Period 1 135,883,045.40
Obligated Amount: \$135,883,045.40

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Scott Edwards, Executive General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JULIUS S. BRADSHAW
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 05/26/2021
16B. UNITED STATES OF AMERICA Julius S. Bradshaw -S Digitally signed by Julius S. Bradshaw -S Date: 2021.05.26 18:33:52 -04'00' (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

CONTINUATION SHEET

75ACF121C00062/P00001

2

2

NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <ol style="list-style-type: none"> Exercise Option Period 1 - Pomona Emergency Intake Site - Wrap Around Services Obligate funding in the amount of \$135,883,045.40 <p>All other terms and conditions remain unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ACF279085	5. PROJECT NO. (If applicable)
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6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
		10B. DATED (SEE ITEM 13) 04/26/2021

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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) 2021.G99UXXR.25102	Net Increase:	\$136,324,368.23
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract

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.)
 Tax ID Number: (b)(4)
 DUNS Number: 079089292
 Appr. Yr.: 2021 CAN: G99UXXR Object Class: 25102
 Period of Performance: 05/27/2021 to 07/26/2021

Change Item 3 to read as follows (amount shown is the obligated amount):

3 Pomona Emergency Intake Site - Wrap Around Care 136,324,368.23
 Services (Option Period 2)
 Obligated Amount: \$136,324,368.23
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JULIUS S. BRADSHAW
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
_____ (Signature of person authorized to sign)	_____ (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121C00062/P00002

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2 2

NAME OF OFFEROR OR CONTRACTOR
CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <ol style="list-style-type: none">1. Exercise Option Period 2 - Pomona Emergency Intake Site - Wrap Around Services2. Obligate funding in the amount of \$136,324,368.23 <p>All other terms and conditions remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 07/27/2021	4. REQUISITION/PURCHASE REQ. NO. ACF281141	5. PROJECT NO. (If applicable)
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1495508 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
			10B. DATED (SEE ITEM 13) 04/26/2021

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$93,000,000.00
2021.G99UXXR.25102

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4 (c) Changes and 52.217-9 Option to Extend the Term of the Contract

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

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

Tax ID Number: (b)(4)

DUNS Number: 079089292

Please see the description of the modification on continuation page 3.

Appr. Yr.: 2021 CAN: G99UXXR Object Class: 25102

Period of Performance: 07/27/2021 to 08/26/2021

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daniel A. Guinan / Operations General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EVELYN S. TYNDELL	
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6) (Signature of p Previous edition unusable	15C. DATE SIGNED July 26, 2021	16B. UNITED STATES OF AMERICA Evelyn S. Tyndell -S Digitally signed by Evelyn S. Tyndell Date: 2021.07.26 22:16:53 -0400 (Signature of Contracting Officer)	16C. DATE SIGNED 07/26/2021

CONTINUATION SHEET

75ACF121C00062/P00003

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4

NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 4 to read as follows (amount shown is the obligated amount):				
4	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 3) Obligated Amount: \$93,000,000.00				93,000,000.00
	Change Item 5 to read as follows (amount shown is the obligated amount):				
5	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 4) Amount: (b)(4) (Option Line Item)				0.00
	Change Item 6 to read as follows (amount shown is the obligated amount):				
6	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 5) Amount: (b)(4) (Option Line Item)				0.00

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The purpose of Modification P00003 is to execute a change to decrease the negotiated price of three (3) Option Periods in accordance with FAR Clause 52.212-4 (c) "Changes"; exercise Option Period 3 based on the updated price in accordance with FAR Clause 52.217-9 "Option to Extend the Term of the Contract"; and update the timeframes for the contract extension and the notice of intent requirements in FAR Clause 52.217-9.

Therefore, the contract is modified accordingly:

- 1) Execute price reductions for CLINs 4 – 6 (Option Periods 3 – 5). Price reductions were executed by mutual agreement of the parties after a program review was conducted against the PWS requirements within the contract. The PWS for this requirement was not changed and remains in effect, as of version 1 dated April 26, 2021 at the time of contract award. The monthly amounts are hereby reduced to (b)(4) for each option period. The changes are outlined below.

FROM:

CLIN Structure		
CLIN No.	Period of Performance	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21)	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	(b)(4)
0005	Option Period 4 (08/27/21 – 09/26/21)	
0006	Option Period 5 (09/27/21 – 10/26/21)	
0007	Demobilization (10/27/21 – 11/26/21)	
Total Contract Value		\$ 834,937,655.58

TO:

CLIN Structure		
CLIN No.	Period of Performance	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21)	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	\$ 93,000,000.00
0005	Option Period 4 (08/27/21 – 09/26/21)	(b)(4)
0006	Option Period 5 (09/27/21 – 10/26/21)	
0007	Demobilization (10/27/21 – 11/26/21)	
Total Contract Value		\$ 706,288,519.38

- 2) Exercise and fund CLIN 4 (Option Period 3) in the amount of \$93,000,000. The period of performance is hereby extended from 07/26/2021 to 08/26/2021.

- 3) As a result of this modification, the total contract value has hereby decreased from \$834,937,655.58 by \$128,649,136.20 to \$706,288,519.38. The total obligated value is hereby increased from (b)(4) by \$93,000,000 to (b)(4)
- 4) Incorporate the revised Department of Labor Wage Determination under the Service Contract Act (FAR Clause 52.222-41 "Service Contract Labor Standards"); therefore the previous wage determination incorporated at the time of initial contract award is hereby replaced with wage determination number 2015-5613 Revision 17 dated 06/17/2021.
- 5) Update the notification and execution timelines in FAR Clause 52.217-9 "Option to Extend the Term of the Contract" as follows:

FROM:

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **5 days** before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at **least 15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

TO:

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **1 day** before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at **least 5 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.
- 6) All other terms and conditions remain unchanged and in full effect.

---End of Modification P00003---

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5613 Revision No.: 17 Date Of Last Revision: 06/17/2021
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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of Los Angeles

OCCUPATION NOTES:

Heating Air Conditioning and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986-0879.

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.88
01012 - Accounting Clerk II		21.20
01013 - Accounting Clerk III		23.71
01020 - Administrative Assistant		34.73
01035 - Court Reporter		35.30
01041 - Customer Service Representative I		16.51
01042 - Customer Service Representative II		18.56
01043 - Customer Service Representative III		20.25
01051 - Data Entry Operator I		16.25
01052 - Data Entry Operator II		17.73
01060 - Dispatcher Motor Vehicle		22.41
01070 - Document Preparation Clerk		17.26
01090 - Duplicating Machine Operator		17.26
01111 - General Clerk I		16.38

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01112 - General Clerk II	17.88
01113 - General Clerk III	20.08
01120 - Housing Referral Assistant	23.96
01141 - Messenger Courier	15.43
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	18.07
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	24.55
01290 - Rental Clerk	16.83
01300 - Scheduler Maintenance	19.23
01311 - Secretary I	19.23
01312 - Secretary II	21.50
01313 - Secretary III	23.96
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	34.73
01420 - Survey Worker	20.83
01460 - Switchboard Operator/Receptionist	16.09
01531 - Travel Clerk I	20.02
01532 - Travel Clerk II	21.79
01533 - Travel Clerk III	23.41
01611 - Word Processor I	18.05
01612 - Word Processor II	20.27
01613 - Word Processor III	22.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	25.70
05010 - Automotive Electrician	22.53
05040 - Automotive Glass Installer	21.17
05070 - Automotive Worker	21.17
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.92
05160 - Motor Equipment Metal Worker	21.17
05190 - Motor Vehicle Mechanic	23.92
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	21.17
05310 - Painter Automotive	22.53
05340 - Radiator Repair Specialist	21.17
05370 - Tire Repairer	16.73
05400 - Transmission Repair Specialist	23.92
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.60
07041 - Cook I	17.64
07042 - Cook II	20.42
07070 - Dishwasher	13.54
07130 - Food Service Worker	13.73
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	14.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.29
11060 - Elevator Operator	15.48
11090 - Gardener	23.05
11122 - Housekeeping Aide	15.48
11150 - Janitor	15.48
11210 - Laborer Grounds Maintenance	17.35
11240 - Maid or Houseman	15.25
11260 - Pruner	16.38

11270 - Tractor Operator	21.14
11330 - Trail Maintenance Worker	17.35
11360 - Window Cleaner	16.22
12000 - Health Occupations	
12010 - Ambulance Driver	19.60
12011 - Breath Alcohol Technician	26.37
12012 - Certified Occupational Therapist Assistant	35.18
12015 - Certified Physical Therapist Assistant	36.83
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	53.00
12030 - EKG Technician	36.47
12035 - Electroneurodiagnostic Technologist	36.47
12040 - Emergency Medical Technician	19.60
12071 - Licensed Practical Nurse I	23.58
12072 - Licensed Practical Nurse II	26.37
12073 - Licensed Practical Nurse III	29.39
12100 - Medical Assistant	17.82
12130 - Medical Laboratory Technician	28.43
12160 - Medical Record Clerk	20.99
12190 - Medical Record Technician	23.47
12195 - Medical Transcriptionist	23.58
12210 - Nuclear Medicine Technologist	57.21
12221 - Nursing Assistant I	13.17
12222 - Nursing Assistant II	14.81
12223 - Nursing Assistant III	16.16
12224 - Nursing Assistant IV	18.15
12235 - Optical Dispenser	23.55
12236 - Optical Technician	17.81
12250 - Pharmacy Technician	21.86
12280 - Phlebotomist	21.28
12305 - Radiologic Technologist	43.43
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	32.67
12320 - Substance Abuse Treatment Counselor	23.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	39.51
13050 - Library Aide/Clerk	17.49
13054 - Library Information Technology Systems Administrator	35.68
13058 - Library Technician	22.56
13061 - Media Specialist I	25.75
13062 - Media Specialist II	28.80
13063 - Media Specialist III	32.10
13071 - Photographer I	19.75
13072 - Photographer II	22.09
13073 - Photographer III	28.67
13074 - Photographer IV	35.07
13075 - Photographer V	42.44
13090 - Technical Order Library Clerk	21.97
13110 - Video Teleconference Technician	28.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.06
14042 - Computer Operator II	23.55
14043 - Computer Operator III	26.25

14044 - Computer Operator IV	29.17
14045 - Computer Operator V	32.31
14071 - Computer Programmer I	(see 1) 27.42
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	21.06
14160 - Personal Computer Support Technician	29.17
14170 - System Support Specialist	33.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.97
15020 - Aircrew Training Devices Instructor (Rated)	43.53
15030 - Air Crew Training Devices Instructor (Pilot)	52.17
15050 - Computer Based Training Specialist / Instructor	35.97
15060 - Educational Technologist	40.84
15070 - Flight Instructor (Pilot)	52.17
15080 - Graphic Artist	29.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	52.17
15086 - Maintenance Test Pilot Rotary Wing	52.17
15088 - Non-Maintenance Test/Co-Pilot	52.17
15090 - Technical Instructor	28.22
15095 - Technical Instructor/Course Developer	34.52
15110 - Test Proctor	22.78
15120 - Tutor	22.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	
16030 - Counter Attendant	
16040 - Dry Cleaner	
16070 - Finisher Flatwork Machine	
16090 - Presser Hand	
16110 - Presser Machine Drycleaning	
16130 - Presser Machine Shirts	
16160 - Presser Machine Wearing Apparel Laundry	
16190 - Sewing Machine Operator	
16220 - Tailor	
16250 - Washer Machine	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.62
19040 - Tool And Die Maker	29.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.65
21030 - Material Coordinator	24.55
21040 - Material Expediter	24.55
21050 - Material Handling Laborer	15.03
21071 - Order Filler	14.94
21080 - Production Line Worker (Food Processing)	17.65
21110 - Shipping Packer	16.65
21130 - Shipping/Receiving Clerk	16.65
21140 - Store Worker I	15.79
21150 - Stock Clerk	19.04
21210 - Tools And Parts Attendant	17.65
21410 - Warehouse Specialist	17.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.09
23019 - Aircraft Logs and Records Technician	29.72
23021 - Aircraft Mechanic I	35.96
23022 - Aircraft Mechanic II	38.09
23023 - Aircraft Mechanic III	39.57
23040 - Aircraft Mechanic Helper	25.21
23050 - Aircraft Painter	33.87
23060 - Aircraft Servicer	29.72
23070 - Aircraft Survival Flight Equipment Technician	33.87

23080 - Aircraft Worker	31.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	31.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	35.96
23110 - Appliance Mechanic	22.12
23120 - Bicycle Repairer	17.02
23125 - Cable Splicer	48.28
23130 - Carpenter Maintenance	31.55
23140 - Carpet Layer	23.23
23160 - Electrician Maintenance	35.57
23181 - Electronics Technician Maintenance I	27.21
23182 - Electronics Technician Maintenance II	28.97
23183 - Electronics Technician Maintenance III	30.75
23260 - Fabric Worker	30.06
23290 - Fire Alarm System Mechanic	26.87
23310 - Fire Extinguisher Repairer	23.18
23311 - Fuel Distribution System Mechanic	37.65
23312 - Fuel Distribution System Operator	28.79
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	35.96
23381 - Ground Support Equipment Servicer	29.72
23382 - Ground Support Equipment Worker	31.82
23391 - Gunsmith I	23.18
23392 - Gunsmith II	26.83
23393 - Gunsmith III	30.31
23410 - Heating Ventilation And Air-Conditioning Mechanic	
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	34.55
23440 - Heavy Equipment Operator	41.98
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	28.55
23470 - Laborer	15.03
23510 - Locksmith	26.86
23530 - Machinery Maintenance Mechanic	28.51
23550 - Machinist Maintenance	25.41
23580 - Maintenance Trades Helper	16.18
23591 - Metrology Technician I	32.82
23592 - Metrology Technician II	34.76
23593 - Metrology Technician III	36.12
23640 - Millwright	30.03
23710 - Office Appliance Repairer	21.95
23760 - Painter Maintenance	25.75
23790 - Pipefitter Maintenance	28.53
23810 - Plumber Maintenance	26.88
23820 - Pneudraulic Systems Mechanic	30.31
23850 - Rigger	29.87
23870 - Scale Mechanic	26.83
23890 - Sheet-Metal Worker Maintenance	28.02
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	33.07
23932 - Telecommunications Mechanic II	35.02
23950 - Telephone Lineman	32.19
23960 - Welder Combination Maintenance	20.02
23965 - Well Driller	31.90
23970 - Woodcraft Worker	30.31
23980 - Woodworker	23.18
24000 - Personal Needs Occupations	
24550 - Case Manager	19.39
24570 - Child Care Attendant	14.36
24580 - Child Care Center Clerk	17.63
24610 - Chore Aide	13.74
24620 - Family Readiness And Support Services	19.39

Coordinator	
24630 - Homemaker	19.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.56
25040 - Sewage Plant Operator	38.29
25070 - Stationary Engineer	37.56
25190 - Ventilation Equipment Tender	26.33
25210 - Water Treatment Plant Operator	38.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	34.26
27007 - Baggage Inspector	15.12
27008 - Corrections Officer	35.81
27010 - Court Security Officer	39.56
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	35.81
27070 - Firefighter	43.69
27101 - Guard I	15.12
27102 - Guard II	23.77
27131 - Police Officer I	50.19
27132 - Police Officer II	55.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.92
28042 - Carnival Equipment Repairer	19.54
28043 - Carnival Worker	13.89
28210 - Gate Attendant/Gate Tender	19.68
28310 - Lifeguard	17.30
28350 - Park Attendant (Aide)	22.01
28510 - Recreation Aide/Health Facility Attendant	16.06
28515 - Recreation Specialist	27.27
28630 - Sports Official	17.52
28690 - Swimming Pool Operator	22.61
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.18
29020 - Hatch Tender	32.18
29030 - Line Handler	32.18
29041 - Stevedore I	30.05
29042 - Stevedore II	34.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.00
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.72
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.93
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.81
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	37.25
30051 - Cryogenic Technician I	30.40
30052 - Cryogenic Technician II	33.58
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	29.33
30095 - Evidence Control Specialist	27.45
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	41.17
30222 - Latent Fingerprint Technician II	45.48
30240 - Mathematical Technician	41.04
30361 - Paralegal/Legal Assistant I	22.76

30362 - Paralegal/Legal Assistant II	28.19
30363 - Paralegal/Legal Assistant III	34.48
30364 - Paralegal/Legal Assistant IV	41.73
30375 - Petroleum Supply Specialist	33.58
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	33.58
30461 - Technical Writer I	27.89
30462 - Technical Writer II	34.12
30463 - Technical Writer III	41.29
30491 - Unexploded Ordnance (UXO) Technician I	29.24
30492 - Unexploded Ordnance (UXO) Technician II	35.37
30493 - Unexploded Ordnance (UXO) Technician III	42.40
30494 - Unexploded (UXO) Safety Escort	29.24
30495 - Unexploded (UXO) Sweep Personnel	29.24
30501 - Weather Forecaster I	31.36
30502 - Weather Forecaster II	38.17
30620 - Weather Observer Combined Upper Air Or	(see 2) 31.00
Surface Programs	
30621 - Weather Observer Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.37
31020 - Bus Aide	15.89
31030 - Bus Driver	22.85
31043 - Driver Courier	17.23
31260 - Parking and Lot Attendant	14.46
31290 - Shuttle Bus Driver	17.71
31310 - Taxi Driver	16.86
31361 - Truckdriver Light	18.79
31362 - Truckdriver Medium	20.63
31363 - Truckdriver Heavy	23.70
31364 - Truckdriver Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.25
99030 - Cashier	14.06
99050 - Desk Clerk	14.67
99095 - Embalmer	29.77
99130 - Flight Follower	29.24
99251 - Laboratory Animal Caretaker I	15.81
99252 - Laboratory Animal Caretaker II	17.24
99260 - Marketing Analyst	31.91
99310 - Mortician	34.35
99410 - Pest Controller	19.10
99510 - Photofinishing Worker	18.97
99710 - Recycling Laborer	29.88
99711 - Recycling Specialist	36.07
99730 - Refuse Collector	28.52
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	16.85
99830 - Survey Party Chief	57.99
99831 - Surveying Aide	32.48
99832 - Surveying Technician	42.69
99840 - Vending Machine Attendant	14.69
99841 - Vending Machine Repairer	18.51
99842 - Vending Machine Repairer Helper	14.69

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

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week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to

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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.

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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))."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ACF282883	5. PROJECT NO. (If applicable)
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1495508 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
			10B. DATED (SEE ITEM 13) 04/26/2021
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:	\$93,087,132.48

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.212-4 (c) Changes and 52.217-9 Option to Extend the Term of the Contract

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

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

Tax ID Number: (b)(4)

DUNS Number: 079089292

Please see the description of the modification on continuation page 3.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daniel Guinan, Operations General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EVELYN S. TYNDELL
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 08/26/2021
16B. UNITED STATES OF AMERICA Evelyn S. Tyndell -S (Signature of Contracting Officer)	16C. DATE SIGNED 08/26/2021

Previous edition unusable

CONTINUATION SHEET

75ACF121C00062/P00004

NAME OF OFFEROR OR CONTRACTOR
 CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 08/27/2021 to 09/26/2021 Change Item 5 to read as follows (amount shown is the obligated amount):				
5	CLIN 0005 Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 4) Obligated Amount: \$(b)(4) Accounting Info: 2021.G99CXP1.25102 Appr. Yr.: 2021 CAN: G99CXP1 Object Class: 25102 Funded: \$(b)(4)				(b)(4)
9	Add Item 9 as follows: CLIN 0009 Pomona Emergency Intake Site - Wrap Around Care Services Administrative Contract Line Item. Not Separately Priced. Additional funds added due to different line of accounting to support CLIN 0005. Obligated Amount: (b)(4) Accounting Info: 2021.G99UC24.25102 Appr. Yr.: 2021 CAN: G99UC24 Object Class: 25102 Funded: (b)(4)				(b)(4)
10	Add Item 10 as follows: CLIN 0010 Convert Dorm 5 to COVID Dorm Administrative Contract Line Item. Not Separately Priced. Additional funds added for Dorm conversion in support of CLIN 0005 (Option Period 4). Obligated Amount: \$87,132.48 Accounting Info: 2021.G99UC24.25102 Appr. Yr.: 2021 CAN: G99UC24 Object Class: 25102 Funded: \$87,132.48 All other terms and conditions remain unchanged and in full effect.				87,132.48

Continuation Page – 75ACF121C00062_P00004

The purpose of Modification P00004 is to execute a change to convert Dorm 5 to a COVID Dorm which results in an increase to the negotiated prices of two (2) Option Periods and a Demobilization Period in accordance with FAR Clause 52.212-4 (c) “Changes”; and exercise Option Period 4 based on the updated price in accordance with FAR Clause 52.217-9 “Option to Extend the Term of the Contract”; and incorporate the latest Wage Determination under the Service Contract Act.

Therefore, the contract is modified accordingly:

- 1) Execute price increases to Option Periods 4 – 5, and the Demobilization Period in support of the conversion of Dorm 5 to a COVID Dorm. The PWS for this requirement was not changed and remains in effect, as of version 1 dated April 26, 2021 at the time of contract award. The monthly amounts are hereby increased in support of updated scope for each option period, the changes are outlined below. The total increase to the overall contract value is (b)(4)

FROM:

CLIN Structure		
CLIN No.	Period of Performance	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21)	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	\$ 93,000,000.00
0005	Option Period 4 (08/27/21 – 09/26/21)	\$ (b)(4)
0006	Option Period 5 (09/27/21 – 10/26/21)	\$ (b)(4)
0007	Demobilization (10/27/21 – 11/26/21)	\$ (b)(4)
Total Contract Value		\$ 706,288,519.38

TO:

CLIN Structure		
CLIN No.	Description	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21) Note: This option period was exercised and obligated on CLIN 0008.	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	\$ 93,000,000.00
0005	Option Period 4 (08/27/21 – 09/26/21) Note: Option Period 4 is exercised and funded on CLINs 0005, 0009, and 0010.	\$ (b)(4)

Continuation Page – 75ACF121C00062_P00004

0006	Option Period 5 (09/27/21 – 10/26/21)	\$ 93,057,831.00
0007	Demobilization (10/27/21 – 11/26/21)	(b)(4)
0008	Option Period 1 (05/27/21 – 06/26/21) Note: Funded and Exercise Option Period 1	\$135,883,045.40
0009	Option Period 4 (08/27/21 – 09/26/21) Note: Administrative Line Item to add funding due to a different line of accounting in support of this option period.	(b)(4)
0010	Dorm 5 Conversion to COVID Dorm (08/27/21 – 09/26/21) Note: Administrative Line Item added in support of Dorm conversion for Option Period 4, not separately priced.	\$ 87,132.48
Total Contract Value		(b)(4)

Note: CLIN 2 value is not calculated in the total contract value shown in the chart above.

- 2) Exercise and fund CLINs 0005, 0009, 0010 (Option Period 4) in the amount of \$93,087,132.48. The period of performance is hereby extended from 08/27/2021 to 09/26/2021.
- 3) As a result of this modification, the total contract value is hereby increased from \$706,288,519.38 by \$(b)(4) to (b)(4). The total obligated value is hereby increased from (b)(4) by \$93,087,132.48 to (b)(4).
- 4) Incorporate the revised Department of Labor Wage Determination under the Service Contract Act (FAR Clause 52.222-41 "Service Contract Labor Standards"); therefore, the previous wage determination incorporated in modification P00003 is hereby replaced with wage determination number 2015-5613 Revision 18 dated on 7/21/2021.
- 5) All other terms and conditions remain unchanged and in full effect.

---End of Modification P00004---

01112 - General Clerk II	17.88
01113 - General Clerk III	20.08
01120 - Housing Referral Assistant	23.96
01141 - Messenger Courier	15.43
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	18.07
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	24.55
01290 - Rental Clerk	16.83
01300 - Scheduler Maintenance	19.23
01311 - Secretary I	19.23
01312 - Secretary II	21.50
01313 - Secretary III	23.96
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	34.73
01420 - Survey Worker	20.83
01460 - Switchboard Operator/Receptionist	16.09
01531 - Travel Clerk I	20.02
01532 - Travel Clerk II	21.79
01533 - Travel Clerk III	23.41
01611 - Word Processor I	18.05
01612 - Word Processor II	20.27
01613 - Word Processor III	22.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	25.70
05010 - Automotive Electrician	22.53
05040 - Automotive Glass Installer	21.17
05070 - Automotive Worker	21.17
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.92
05160 - Motor Equipment Metal Worker	21.17
05190 - Motor Vehicle Mechanic	23.92
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	21.17
05310 - Painter Automotive	22.53
05340 - Radiator Repair Specialist	21.17
05370 - Tire Repairer	16.73
05400 - Transmission Repair Specialist	23.92
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.60
07041 - Cook I	17.64
07042 - Cook II	20.42
07070 - Dishwasher	13.54
07130 - Food Service Worker	13.73
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	14.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.29
11060 - Elevator Operator	15.48
11090 - Gardener	23.05
11122 - Housekeeping Aide	15.48
11150 - Janitor	15.48
11210 - Laborer Grounds Maintenance	17.35
11240 - Maid or Houseman	15.25
11260 - Pruner	16.38

11270 - Tractor Operator	21.14
11330 - Trail Maintenance Worker	17.35
11360 - Window Cleaner	16.22
12000 - Health Occupations	
12010 - Ambulance Driver	19.60
12011 - Breath Alcohol Technician	26.37
12012 - Certified Occupational Therapist Assistant	35.18
12015 - Certified Physical Therapist Assistant	36.83
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	53.00
12030 - EKG Technician	36.47
12035 - Electroneurodiagnostic Technologist	36.47
12040 - Emergency Medical Technician	19.60
12071 - Licensed Practical Nurse I	23.58
12072 - Licensed Practical Nurse II	26.37
12073 - Licensed Practical Nurse III	29.39
12100 - Medical Assistant	17.82
12130 - Medical Laboratory Technician	28.43
12160 - Medical Record Clerk	20.99
12190 - Medical Record Technician	23.47
12195 - Medical Transcriptionist	23.58
12210 - Nuclear Medicine Technologist	57.21
12221 - Nursing Assistant I	13.17
12222 - Nursing Assistant II	14.81
12223 - Nursing Assistant III	16.16
12224 - Nursing Assistant IV	18.15
12235 - Optical Dispenser	23.55
12236 - Optical Technician	17.81
12250 - Pharmacy Technician	21.86
12280 - Phlebotomist	21.28
12305 - Radiologic Technologist	43.43
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	32.67
12320 - Substance Abuse Treatment Counselor	23.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	39.51
13050 - Library Aide/Clerk	17.49
13054 - Library Information Technology Systems Administrator	35.68
13058 - Library Technician	22.56
13061 - Media Specialist I	25.75
13062 - Media Specialist II	28.80
13063 - Media Specialist III	32.10
13071 - Photographer I	19.75
13072 - Photographer II	22.09
13073 - Photographer III	28.67
13074 - Photographer IV	35.07
13075 - Photographer V	42.44
13090 - Technical Order Library Clerk	21.97
13110 - Video Teleconference Technician	28.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.06
14042 - Computer Operator II	23.55
14043 - Computer Operator III	26.25

14044 - Computer Operator IV	29.17
14045 - Computer Operator V	32.31
14071 - Computer Programmer I	(see 1) 27.42
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	21.06
14160 - Personal Computer Support Technician	29.17
14170 - System Support Specialist	33.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.97
15020 - Aircrew Training Devices Instructor (Rated)	43.53
15030 - Air Crew Training Devices Instructor (Pilot)	52.17
15050 - Computer Based Training Specialist / Instructor	35.97
15060 - Educational Technologist	40.84
15070 - Flight Instructor (Pilot)	52.17
15080 - Graphic Artist	29.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	52.17
15086 - Maintenance Test Pilot Rotary Wing	52.17
15088 - Non-Maintenance Test/Co-Pilot	52.17
15090 - Technical Instructor	28.22
15095 - Technical Instructor/Course Developer	34.52
15110 - Test Proctor	22.78
15120 - Tutor	22.78
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	
16030 - Counter Attendant	
16040 - Dry Cleaner	
16070 - Finisher Flatwork Machine	
16090 - Presser Hand	
16110 - Presser Machine Drycleaning	
16130 - Presser Machine Shirts	
16160 - Presser Machine Wearing Apparel Laundry	
16190 - Sewing Machine Operator	
16220 - Tailor	
16250 - Washer Machine	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.62
19040 - Tool And Die Maker	29.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.65
21030 - Material Coordinator	24.55
21040 - Material Expediter	24.55
21050 - Material Handling Laborer	15.03
21071 - Order Filler	14.94
21080 - Production Line Worker (Food Processing)	17.65
21110 - Shipping Packer	16.65
21130 - Shipping/Receiving Clerk	16.65
21140 - Store Worker I	15.79
21150 - Stock Clerk	19.04
21210 - Tools And Parts Attendant	17.65
21410 - Warehouse Specialist	17.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.09
23019 - Aircraft Logs and Records Technician	29.72
23021 - Aircraft Mechanic I	35.96
23022 - Aircraft Mechanic II	38.09
23023 - Aircraft Mechanic III	39.57
23040 - Aircraft Mechanic Helper	25.21
23050 - Aircraft Painter	33.87
23060 - Aircraft Servicer	29.72
23070 - Aircraft Survival Flight Equipment Technician	33.87

23080 - Aircraft Worker	31.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	31.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	35.96
23110 - Appliance Mechanic	22.12
23120 - Bicycle Repairer	17.02
23125 - Cable Splicer	48.28
23130 - Carpenter Maintenance	31.55
23140 - Carpet Layer	23.23
23160 - Electrician Maintenance	35.57
23181 - Electronics Technician Maintenance I	27.21
23182 - Electronics Technician Maintenance II	28.97
23183 - Electronics Technician Maintenance III	30.75
23260 - Fabric Worker	30.06
23290 - Fire Alarm System Mechanic	26.87
23310 - Fire Extinguisher Repairer	23.18
23311 - Fuel Distribution System Mechanic	37.65
23312 - Fuel Distribution System Operator	28.79
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	35.96
23381 - Ground Support Equipment Servicer	29.72
23382 - Ground Support Equipment Worker	31.82
23391 - Gunsmith I	23.18
23392 - Gunsmith II	26.83
23393 - Gunsmith III	30.31
23410 - Heating Ventilation And Air-Conditioning Mechanic	
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	34.55
23440 - Heavy Equipment Operator	41.98
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	28.55
23470 - Laborer	15.03
23510 - Locksmith	26.86
23530 - Machinery Maintenance Mechanic	28.51
23550 - Machinist Maintenance	25.41
23580 - Maintenance Trades Helper	16.18
23591 - Metrology Technician I	32.82
23592 - Metrology Technician II	34.76
23593 - Metrology Technician III	36.12
23640 - Millwright	30.03
23710 - Office Appliance Repairer	21.95
23760 - Painter Maintenance	25.75
23790 - Pipefitter Maintenance	28.53
23810 - Plumber Maintenance	26.88
23820 - Pneudraulic Systems Mechanic	30.31
23850 - Rigger	29.87
23870 - Scale Mechanic	26.83
23890 - Sheet-Metal Worker Maintenance	28.02
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	33.07
23932 - Telecommunications Mechanic II	35.02
23950 - Telephone Lineman	32.19
23960 - Welder Combination Maintenance	20.02
23965 - Well Driller	31.90
23970 - Woodcraft Worker	30.31
23980 - Woodworker	23.18
24000 - Personal Needs Occupations	
24550 - Case Manager	19.39
24570 - Child Care Attendant	14.36
24580 - Child Care Center Clerk	17.63
24610 - Chore Aide	13.74
24620 - Family Readiness And Support Services	19.39

Coordinator	
24630 - Homemaker	19.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.56
25040 - Sewage Plant Operator	38.29
25070 - Stationary Engineer	37.56
25190 - Ventilation Equipment Tender	26.33
25210 - Water Treatment Plant Operator	38.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	34.26
27007 - Baggage Inspector	15.12
27008 - Corrections Officer	35.81
27010 - Court Security Officer	39.56
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	35.81
27070 - Firefighter	43.69
27101 - Guard I	15.12
27102 - Guard II	23.77
27131 - Police Officer I	50.19
27132 - Police Officer II	55.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.92
28042 - Carnival Equipment Repairer	19.54
28043 - Carnival Worker	13.89
28210 - Gate Attendant/Gate Tender	19.68
28310 - Lifeguard	17.30
28350 - Park Attendant (Aide)	22.01
28510 - Recreation Aide/Health Facility Attendant	16.06
28515 - Recreation Specialist	27.27
28630 - Sports Official	17.52
28690 - Swimming Pool Operator	22.61
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	32.18
29020 - Hatch Tender	32.18
29030 - Line Handler	32.18
29041 - Stevedore I	30.05
29042 - Stevedore II	34.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	46.00
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.72
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.93
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.81
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	37.25
30051 - Cryogenic Technician I	30.40
30052 - Cryogenic Technician II	33.58
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	29.33
30095 - Evidence Control Specialist	27.45
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	41.17
30222 - Latent Fingerprint Technician II	45.48
30240 - Mathematical Technician	41.04
30361 - Paralegal/Legal Assistant I	22.76

30362 - Paralegal/Legal Assistant II	28.19
30363 - Paralegal/Legal Assistant III	34.48
30364 - Paralegal/Legal Assistant IV	41.73
30375 - Petroleum Supply Specialist	33.58
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	33.58
30461 - Technical Writer I	27.89
30462 - Technical Writer II	34.12
30463 - Technical Writer III	41.29
30491 - Unexploded Ordnance (UXO) Technician I	29.24
30492 - Unexploded Ordnance (UXO) Technician II	35.37
30493 - Unexploded Ordnance (UXO) Technician III	42.40
30494 - Unexploded (UXO) Safety Escort	29.24
30495 - Unexploded (UXO) Sweep Personnel	29.24
30501 - Weather Forecaster I	31.36
30502 - Weather Forecaster II	38.17
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 31.00
30621 - Weather Observer Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.37
31020 - Bus Aide	15.89
31030 - Bus Driver	22.85
31043 - Driver Courier	17.23
31260 - Parking and Lot Attendant	14.46
31290 - Shuttle Bus Driver	17.71
31310 - Taxi Driver	16.86
31361 - Truckdriver Light	18.79
31362 - Truckdriver Medium	20.63
31363 - Truckdriver Heavy	23.70
31364 - Truckdriver Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.25
99030 - Cashier	14.06
99050 - Desk Clerk	14.67
99095 - Embalmer	29.77
99130 - Flight Follower	29.24
99251 - Laboratory Animal Caretaker I	15.81
99252 - Laboratory Animal Caretaker II	17.24
99260 - Marketing Analyst	31.91
99310 - Mortician	34.35
99410 - Pest Controller	19.10
99510 - Photofinishing Worker	18.97
99710 - Recycling Laborer	29.88
99711 - Recycling Specialist	36.07
99730 - Refuse Collector	28.52
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	16.85
99830 - Survey Party Chief	57.99
99831 - Surveying Aide	32.48
99832 - Surveying Technician	42.69
99840 - Vending Machine Attendant	14.69
99841 - Vending Machine Repairer	18.51
99842 - Vending Machine Repairer Helper	14.69

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: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

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week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to

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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.

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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))."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 09/27/2021	4. REQUISITION/PURCHASE REQ. NO. ACF284721	5. PROJECT NO. (If applicable)
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1495508 FACILITY CODE		x	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
			10B. DATED (SEE ITEM 13) 04/26/2021

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$93,057,831.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract

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.)

Tax ID Number: (b)(4)
DUNS Number: 079089292

Please see the description of the modification on continuation page 3.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daniel A. Guinan/ Operations General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) FRANCINE L. HEMPHILL	
15B. CONTRACTOR/OFFEROR Designed by: (b)(6)	15C. DATE SIGNED 9/24/2021 8:01 CDT	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Previous edition _____		(Signature of Contracting Officer)	

CONTINUATION SHEET

75ACF121C00062/P00005

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NAME OF OFFEROR OR CONTRACTOR

CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6	Period of Performance: 09/27/2021 to 10/26/2021 Change Item 6 to read as follows (amount shown is the obligated amount): Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 5) Firm Fixed Price Period of Performance: 9/27/2021 - 10/26/2021 Obligated Amount: \$(b)(4) Accounting Info: 2021.G99UC24.25102 Appr. Yr.: 2021 CAN: G99UC24 Object Class: 25102 Funded: (b)(4) Add Item 11 as follows:				(b)(4)
11	Pomona Emergency Intake Site - Wrap Around Care Services (Option Period 5) Firm Fixed Price Note: Administrative Line Item to add second line of accounting in support of funding Option Period 5. See continuation pages for additional details. Period of Performance: 09/27/2021 - 10/26/2021 Obligated Amount: (b)(4) Accounting Info: 2021.G99UXXR.25102 Appr. Yr.: 2021 CAN: G99UXXR Object Class: 25102 Funded: (b)(4)				(b)(4)

Continuation Page – 75ACF121C00062_P00005

The purpose of Modification P00005 is to exercise and fund Option Period 5 in accordance with FAR Clause 52.217-9 “Option to Extend the Term of the Contract”.

Therefore, the contract is modified accordingly:

- 1) Option Period 5 is hereby exercised and funded with a 30-day period of performance from 9/27/2021 to 10/26/2021 to continue services in accordance with the terms and conditions of the contract and as detailed in the SOW in support of this requirement.
- 2) The Option Period 5 total value is \$93,057,831.00. Purchase request number ACF284721 includes two different lines of accounting in support of funding Option Period 5. Therefore, two CLINs are being utilized to fund Option Period 5. CLIN 0006 is exercised and funded in the amount of (b)(4) CLIN 0011 is added, exercised, and funded in the amount of (b)(4)

Highlighted text shows the change.

CLIN Structure		
CLIN No.	Description	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21) Note: This option period was exercised and obligated on CLIN 0008. Therefore, the associated CLIN Value is not calculated in the total contract value.	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	\$ 93,000,000.00
0005	Option Period 4 (08/27/21 – 09/26/21) Note: Option Period 4 is exercised and funded on CLINs 0005, 0009, and 0010.	(b)(4)
0006	Option Period 5 (09/27/21 – 10/26/21)	
0007	Demobilization (10/27/21 – 11/26/21)	
0008	Option Period 1 (05/27/21 – 06/26/21) Note: Funded and Exercise Option Period 1	\$135,883,045.40
0009	Option Period 4 (08/27/21 – 09/26/21) Note: Administrative Line Item to add funding due to a different line of accounting in support of this option period.	(b)(4)
0010	Dorm 5 Conversion to COVID Dorm (08/27/21 – 09/26/21) Note: Administrative Line Item added in support of Dorm conversion for Option Period 4, not separately priced. Program office added Dorm 5 Conversion as a separate line item within	\$ 87,132.48

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	the funding document (PR). Due to system limitations, a new CLIN was established to fund this separate line item.	
0011	Option Period 5 (09/27/21 – 10/26/21) Note: Administrative Line Item to add second line of accounting in support of funding Option Period 5.	(b)(4)
Total Contract Value		(b)(4)

- 3) As a result of this modification, the total contract value remains unchanged at (b)(4). The total obligated value is hereby increased from (b)(4) by \$93,057,831.00 to \$(b)(4).
- 4) All other terms and conditions remain unchanged and in full effect.

---End of Modification P00005---

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 10/27/2021	4. REQUISITION/PURCHASE REQ. NO. ACF286586	5. PROJECT NO. (If applicable)
6. ISSUED BY Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201	CODE ACF	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: SCOTT EDWARDS CHEROKEE NATION MANAGEMENT & CONSUL 777 W CHEROKEE ST CATOOSA OK 740153235		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1495508		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
			10B. DATED (SEE ITEM 13) 04/26/2021

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,101,141.17
2022.G99UPR1.25102

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.212-4(c) Changes; 52.217-9 Option to Extend the Term of the Contract

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

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

Tax ID Number: (b)(4)

DUNS Number: 079089292

Please see the description of the modification on continuation page 3.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daniel A. Guinan/Operations General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Yolanda J. Stone	
15B. CONTRACTOR/OFFEROR DocuSigned by: (b)(6) (Signature of person)	15C. DATE SIGNED 10/26/2021	16B. UNITED STATES OF AMERICA Yolanda J. Stone - S (Signature of Contracting Officer)	16C. DATE SIGNED Digitally signed by Yolanda J. Stone - S Date: 2021.10.26 21:53:31 -04'00'

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CONTINUATION SHEET

75ACF121C00062/P00006

NAME OF OFFEROR OR CONTRACTOR
 CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
7	Appr. Yr.: 2022 CAN: G99UPR1 Object Class: 25102 Period of Performance: 04/27/2021 to 11/19/2021 Change Item 7 to read as follows (amount shown is the obligated amount): CLIN 0007 - Pomona Emergency Intake Site - Wrap Around Care Services Option Period 6 Demobilization Contract Type: Firm Fixed Price Period of Performance: 10/27/2021 - 11/19/2021 Obligated Amount: \$4,101,141.17				4,101,141.17

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The purpose of Modification P00006 is as follows:

(1) Incorporate a revised Statement of Work and execute changes to CLIN 0007, Demobilization which results in an increase to the negotiated price for CLIN 0007; incorporate FAR Class Deviation 52.223-99 “Ensuring Adequate COVID Safety Protocols for Federal Contractors”; and update the Contracting Officer’s Representative (COR) under the authority of FAR Clause 52.212-4 (c) “Changes”.

(2) Exercise and fund CLIN 0007 as under the authority of FAR Clause 52.217-9 “Option to Extend the Term of the Contract”.

Therefore, the contract is modified accordingly:

- 1) Revised statement of work (SOW) and Demobilization Plan, attached as Exhibit 1 and Exhibit 2, are hereby incorporated into the contract.
- 2) CLIN 0007, now described as “Option Period 6 (Demobilization) (10/27/21 – 11/19/21)” is hereby exercised and funded for a period of performance of October 27, 2021 to November 19, 2021 in the amount of \$4,101,141.17 as set forth in the CLIN chart below. This is a change to the period of performance and total price for CLIN 0007 under the contract through Modification 5. (The period of performance for demobilization under CLIN 0007 was previously 10/27/21 – 11/26/21, and the total cost was previously \$(b)(4)). The increased price is attributed to the additional requirements set forth in the attached revised SOW, which incorporates demobilization and record retention tasks, at an accelerated rate of completion as reflected in the shortened period of performance.

Highlighted text shows the change.

CLIN Structure		
CLIN No.	Description	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21) Note: This option period was exercised and obligated on CLIN 0008. Therefore, the associated CLIN Value is not calculated in the total contract value.	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	\$ 93,000,000.00
0005	Option Period 4 (08/27/21 – 09/26/21) Note: Option Period 4 is exercised and funded on CLINs 0005, 0009, and 0010.	(b)(4)
0006	Option Period 5 (09/27/21 – 10/26/21)	
0007	Option Period 6 (Demobilization) (10/27/21 – 11/19/21)	\$ 4,101,141.17
0008	Option Period 1 (05/27/21 – 06/26/21) Note: Funded and Exercise Option Period 1	\$135,883,045.40
0009	Option Period 4 (08/27/21 – 09/26/21)	(b)(4)

Continuation Page – 75ACF121C00062_P00006

	Note: Administrative Line Item to add funding due to a different line of accounting in support of this option period.	
0010	Dorm 5 Conversion to COVID Dorm (08/27/21 – 09/26/21) Note: Administrative Line Item added in support of Dorm conversion for Option Period 4, not separately priced. Program office added Dorm 5 Conversion as a separate line item within the funding document (PR). Due to system limitations, a new CLIN was established to fund this separate line item.	\$ 87,132.48
0011	Option Period 5 (09/27/21 – 10/26/21) Note: Administrative Line Item to add second line of accounting in support of funding Option Period 5.	(b)(4)
Total Contract Value		\$706,894,848.17

- 3) As a result of this modification, the total contract value increases by (b)(4) resulting in a total contract value of \$706,894,848.17. The total obligated value is hereby increased from (b)(4) by \$4,101,141.17 to \$706,894,848.17.
- 4) Update the COR to Andrew Crochunis. Email is Andrew.Crochunis@acf.hhs.gov.
- 5) Incorporate FAR Class Deviation 52.223-99 – Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors. The clause is added as follows:

FAR 52.233-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause –

United States or its outlying areas means –

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). 5

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(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

6) All other terms and conditions remain unchanged and in full effect.

---End of Modification P00006---

SECTION C - STATEMENT OF WORK

October 27, 2021

Contractor will provide wrap around care services in Pomona, CA for up to 1,500 UCs.

The Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) is responsible for the care and placement of Unaccompanied Children (UC) transferred from the Department of Homeland Security. ORR has identified an urgent need for an Emergency Intake Site at the Fairplex Pomona Complex to have additional temporary capacity due to the recent and rapid increase in UC volume.

The contractor shall provide the full complement of services necessary to care for UC in ORR custody including direct care and supervision including intake processing, clothing, hygiene kits, interior security, case management and medical services. The facility will support a maximum of 1,500 UCs.

The contractor shall provide services to meet the unique needs of the UC population.

Direct Care and Supervision of Children

- Direct care and supervision services are required for UC in ORR custody. The contractor shall be prepared to rapidly deploy staff to meet funded capacity under a mutually agreeable timeframe.
- The contractor shall provide the required capabilities to maintain a cadre of qualified staff to provide direct care and supervision services; support recruiting, screening, credentialing, training, and data tracking systems in accordance with ORR minimum standards for deployment at an ORR Emergency Influx Site including necessary background checks to provide services to children.
- The contractor shall attempt to ensure most staff assigned to UC are bilingual in English and Spanish. The contractor shall have access to language line use/translation services for other such languages as required and directed by ORR. Hindi/English, Mandarin/English, as directed by the Government/ORR.
- The contractor shall ensure that staff always maintains line-of-sight supervision of assigned children. The contractor will provide a staffing and supervision plan that meets ORR's minimum standards for an ORR an Emergency Intake Site.
- The contractor shall train staff in the following: ORR policies and procedures regarding Emergency Intake Sites; the Prison Rape Elimination Act Interim Final Rules procedures; ORR Database/System of Record; behavioral management and supervision including non-violent restraint and de-escalation techniques; and other training as directed by ORR.

Facility set up and design specifications shall provide line of sight for staff to monitor children.

Minimum staff ratios for tender age children include:

- Youth care workers (1:4 kids under 5 years, 1:8 for children 6 to 12 years)
- Childcare team lead (1:30 kids)
- Childcare shift supervisor per shift (1:5 team)
- 2 child welfare program leads/coordinators – will design guidance, etc.
- Case Managers (Minimum 50% on site; 1:8 kids)

Minimum staff ratios for 13 to 17 year olds include:

- Youth care workers (1:15 kids)

- Childcare team lead (1:60 kids)
- Childcare shift supervisor per shift (1:5 team)
- 2 child welfare program leads/coordinators – will design guidance, etc.
- Case Managers (Minimum 50% on site; 1:12 kids)

The Contractor shall provide medical and bio-hazard waste management and removal, medical services, medical janitorial services, case management, and bed management.

Youth Care Workers

The Contractor shall provide Youth Care Workers (YCW) who will provide direct supervision of children in-care and maintain line-of-sight at all times. YCW assist minors in activities and programming as well as cultivate a safe, healthy, therapeutic, nurturing and caring environment that is supportive of minors' individualized needs, social, emotional, and academic development. High school diploma or equivalent degree and a minimum of 1-year employment experience in the child welfare field working with children and/or adolescents in a social service setting. Contractor will be afforded an opportunity to scale up operations and services to meet ORR requirements at a mutually agreeable timeframe. The Contractor shall provide staffing and services for up to 1,500 UC, services.

Standards of Care

Children Housed in ORR Emergency Intake Centers will be afforded the following basic standards of care. The Vendor is mandated to coordinate with other providers support this site and to provide medical services for UC in accordance with the below minimum standards and in accordance with current ORR Policies and Procedures.

- Maintain facilities that are safe and sanitary;
- Provide access to toilets, sinks, and showers;
- Provide drinking water and food;
- Maintain adequate temperature control and ventilation;
- Provide adequate supervision;
- Provide same gender supervision for any area where unaccompanied children regularly undress, including restrooms and showers;
- Provide unaccompanied children with appropriate clothing and personal grooming items;
- Separate unaccompanied children who are subsequently found to have past criminal/juvenile history and/or who exhibit behavior that presents a danger to themselves or to others from other unaccompanied children;
- Adhere to a zero tolerance policy towards sexual abuse and assault per ORR regulations and policy;
- Establish reporting on significant incident and sexual abuse allegations and follow-up procedures consistent with ORR's policies and reporting guidance;
- Allow reasonable access to legal services providers, unaccompanied children's attorneys of record, and child advocates that have provided proper documentation, subject to time and place restrictions;
- Providing legal services information, including the availability of free legal assistance, the right to be represented by counsel at no expense to the government, the right to a removal hearing before an immigration judge, the right to apply for asylum or to request voluntary departure in lieu of deportation. (This information is included in the Legal Resource Guide for Unaccompanied Alien Children);
- Allow access to religious services, if available;
- Provide emergency clinical services;
- Comply with reporting requirements as specified by ORR in consultation with providers;
- Provide children the right to be free from discrimination on the basis of gender, race, religion, national origin or sexual orientation; and
- Keep children free from any cruel, harsh, unnecessary, demeaning or humiliating punishment.

To the extent practicable, non-State licensed Emergency Intake Sites are encouraged to provide the following services:

- Provide case management services for safe and timely release;
- Provide unaccompanied children a reasonable access to privacy, which includes the opportunity to wear his or her own clothes, as appropriate; retain a space for storage of personal belongings; talk privately on the phone, as appropriate; visit privately with guests, as appropriate; and receive and send uncensored mail unless there is a reasonable belief that the mail contains contraband;
- Provide for either an in-person Know Your Rights presentation by a legal service provider;
- Educational services; and
- Daily Recreational/Leisure time that includes one hour of large muscle activity and one hour of structured leisure time activities.

Clothing

Sufficient clothing to support UC housed at the ORR Emergency Intake Center. The Contractor shall provide age appropriate clothing items and shoes for children between 2 – 17 years old. Clothing types and quantities per child are below.

- T-shirts: 5
- Basketball shorts: 2
- Sweatpants: 2
- Sweatshirts: 2
- Jackets: 1
- Undergarments: (Male): at least 5
- Undergarments: (Female): at least 5 sets (i.e., underwear and bra)
- Socks: 5
- House shoes: 1
- Athletic shoes: 1

Clothing should not appear to be institutional in nature and should replicate normal civilian wear found in a typical school setting. The contractor shall be prepared to purchase any additional size of clothing items not specified in the work statement.

Hygiene Kits

The Contractor shall provide a gender-appropriate Hygiene Kit for every UC. Products should be appropriate to meet the ethnic and cultural needs of each UC. Hygiene kits shall include:

- Soap: 1 (Maximize the use of liquid soap for bathing)
- Toothbrush: 1
- Toothpaste: 1
- Washcloth or hand towel: 1
- Bath towel: 1
- Deodorant: 1
- Comb: 1
- Shampoo: 1
- Conditioner: 1
- Tissues: 1
- Water Bottle: 1
- Feminine hygiene products

NOTE: The contractor shall purchase razors and hand sanitizers, but shall NOT include razors inside the hygiene kits. These two items shall be distributed and collected as required. Each hygiene kit shall be replenished as needed.

Medical and Public Health Services

The contractor shall provide the necessary protocols and procedures to provide ready access to following medical staffing to support operations as applicable, and including but not limited to, physicians (doctor of medicine (MD) or doctor of osteopathic medicine (DO)), mid-level providers (nurse practitioner/physician's assistants), and registered nurses. All clinical providers must possess a current, active, full, and unrestricted appropriate medical license for the funded position from a State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States., possess clean background checks, and clean child abuse and neglect checks. Staff who will have unsupervised direct access (e.g. physically present) to children must have an FBI based background check, and child abuse and neglect check (if not waived by ORR). Staff who do not have direct access to children must have a public records criminal background check.

Contractor will provide access to the following providers in line with mandatory ORR Staff ratios as follows:

- Physicians: 1 staff for every 500 UC (Not required but a Pediatrician is encouraged; Spanish speaking providers is encouraged)
- Registered nurses: 5 staff for every 500 UC

Physician's assistants and nurse practitioner: 11 staff for every 500 UC

*****Providers with Pediatrics, Med/Peds, Family Medicine, Peds Emergency Medicine backgrounds strongly preferred ;*

***** bilingual Spanish speakers strongly encouraged across all domains*

*****The contractor may supplement more physicians in lieu of PA's/ NP's maintaining this ratio*

The level of occupation at these location is subject to change, based on ORR mission requirements. Any changes made to these occupation levels will be incorporated via modification in accordance with requirements for changes to commercial contracts as detailed in the FAR.

The contractor shall track UC's dietary restrictions as a result of medical requirements as well as other medical conditions and shall communicate this information to all relevant support staff. The contractor shall also input this information into the ORR Database/System of Record/System of Record, a government web-based data management system, within 24 hours. The COR will provide ORR Database/System of Record access at the time of award.

The contractor shall ensure that all medical encounters, as well as all medications provided to the UC are documented in the ORR Database/System of Record as instructed in the ORR policies as procedures.

The contractor shall provide initial medical screening for all UC and record the results and the UC's medical history in the ORR Database/System of Record in accordance with ORR's policies and procedures. UC of all ages, shall be interviewed to obtain a complete medical history and physically examined for identification of any acute or chronic issues that require medical attention. Medical providers will complete the UC Health Assessment form to document this exam and the contractor staff must enter this information into the ORR Database/System of Record. Hard copies of all health documentation (immunization record, lab results, office notes,

etc.) must accompany the child and be uploaded to the UC Portal. UC to their next destination. In addition, all other medical encounters and immunizations administered, as well as all medications provided shall be documented in the ORR Database/System of Record as instructed in the ORR policies and procedures.

CLIA Certification

An appropriate CLIA Certificate is required for any testing performed on site, including point-of-care pregnancy and point-of-care COVID-19 testing among others. Prior to beginning operations, you must provide ORR a copy of the CLIA Certificate you will be operating under, or, if you do not have one and cannot obtain one prior to beginning operation, let ORR know. ORR holds a CLIA Certificate of Waiver to cover point-of-care COVID-19 and pregnancy tests and EIS sites can be included under it. ORR would need to know if this is required and which specific tests will be performed so the ORR CLIA Certificate can be updated.- Contractor will include the POC testing under its own CLIA Certificate.

UC Pregnancy Testing

The contractor shall screen all females over 10 years old or females under 10 years old who have reached menarche for possible pregnancy by conducting a urine pregnancy test. Pregnancy screening shall be conducted before vaccination protocol so that vaccines not medically appropriate per CDC guidelines for pregnant women may be withheld. The contractor will provide pregnancy test supplies and equipment.

UC Tuberculosis Screening

Universal TB screening is not performed at EIS facilities and therefore UC do not require PPD/IGRA testing or screening CXR. That being said, UC who present with a concern for TB based on history or clinical symptoms should be screened as appropriate.

UC Vaccine Treatment

Contractor needs to provide all personnel, products, and vaccines required to safely administer treatment to UC's upon arrival onsite. ORR requires EIS facilities to vaccinate children with MMR and Varicella at a minimum. ORR recommends that children in EIS facilities receive all other age appropriate vaccines as per the ACIP vaccine catch-up series -

https://www.cdc.gov/vaccines/schedules/hcp/imz/childadolescent.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fvaccines%2Fschedules%2Fhcp%2Fchild-adolescent.html

It is strongly encouraged to become Vaccine for Children certified provider rather than reliance on local Health department or private procurement

All scheduling, testing, treatment, and results must be documented and provided to ORR via standard medical data reporting requirements.

COVID Testing

Contractor needs to provide all personnel, products, a required to safely administer testing for COVID-19 for all UCs upon arrival onsite and for surveillance for all site staff and volunteers.

Testing will need to account for two (2) types:

Phase I – Rapid Testing

- Population: UC's and staff/volunteers
- Schedule: Upon arrival onsite as part of initial check-in and recurring every 3 days

Phase II – Follow-up PCR Testing

- Population: All UC's and staff/volunteers
- Schedule: needs to be done on any UC, staff or volunteer that tests positive by rapid testing

ORR defers to the CDC technical advisor on the ground for any changes in the recommended screening and surveillance schedule. The contractor must supply COVID-19 rapid Ag tests either with BINEX testing cards or through an alternative EUA/FDA approved Rapid Ag testing platform. All scheduling, testing, treatment, and results must be documented and provided to ORR via standard medical data reporting requirements.

Emergency Medical Triage and Stabilization Service

Contractor must provide all personnel, products, materials, and services required to perform emergency medical assessment and treatment with the goal to stabilize a patient in the event a UC requires emergency medical care prior to being transported to a medical facility.

Contractor must be able to provide this service immediately and available 24/hours a day which may require maintaining a contracted ambulance service on-site as directed by ORR.

The contractor shall adhere to ORR policies on Medication Administration and Management and will coordinate with Federal and local entities regarding recommended vaccinations schedules and deliver as applicable.

Protocols for handling Positive COVID-19 + cases

- Contractor will establish effective protocol and mitigation strategies to limit the spread of infectious diseases including ensuring a positive case is isolated in accordance with CDC guidance. COVID-positive minors may be isolated together.
- Ensure personnel entering the rooms use standard precautions, contact precautions, airborne precautions (e.g., N95 respirator), and eye protection (e.g., goggles or a face shield). Provide a plain paper surgical mask to the child for use when he leaves the isolation room (e.g., to go to the bathroom or a medical appointment).
- Provide immediate medical attention if they have severe or worsening symptoms.

Close contacts (within 6 ft of a COVID-19 case for at least 15 min)

Quarantine close contacts in accordance with CDC guidance. Cohort them (room them) together in as small of groups as possible with access to a bathroom preferably in groups with the same exposure

- If a minor develops COVID symptoms, please isolate them and retest them for COVID. Any minor that tests positive must be removed from quarantine and placed into isolation. Those minors in the same cohort that meet the definition of a close contact must have their quarantine restarted and the date of their most recent exposure to a positive minor must be recorded in their medical record.
- Ensure personnel entering the rooms use standard precautions, contact precautions, airborne precautions (e.g., N95 respirator), and eye protection (e.g., goggles or a face shield). Provide a plain paper surgical mask to the child for use when he leaves the isolation room (e.g., to go to the bathroom or a medical appointment).

- Coordinate with ORR and local entities to obtain and distribute adequate PPE for staff as necessary.

Alternate Housing for COVID-19

The Contractor providing medical support and the care provider for UC supervision for UC diagnosed with infectious disease such as COVID-19 shall ensure above COVID protocols are adhered to. Once medically clear UC will return to the general population. The Contract shall ensure the supervision for medical segregation is covered at the appropriate ratios.

Ratios for medical segregation:

- | | |
|------------------------|--|
| 1) Youth Care Workers: | 1 YCW: 8 child day ratio, 1 YCW:12 child night ratio |
| 2) Health Providers: | 1 Clinician: 12 Child |

Centralized Case Management Services

The contractor shall provide the following:

- The contractor shall provide virtual case management services to meet the unique needs of the UC population.
- The contractor shall contact and engage potential sponsors to initiate sponsor assessments, including performing background checks, child abuse and neglect checks, and sex offender registry checks in accordance with ORR policies and procedures.
- The contractor shall make determinations on sponsor suitability by thoroughly vetting the sponsor identity and confirming the validity of government-issued identity documents.
- The contractor shall coordinate with ORR care providers, consulates, international bodies, child advocates, third-party coordinators, and U.S. Federal agencies.
- The contractor shall engage in the family reunification process and make recommendations for timely reunifications of UC with the verified sponsors.
- The contractor shall coordinate with ORR stakeholders to unify UC with the respective sponsors.

Centralized Case Management Services (CCMS) – Staffing, Recruiting and Screening

The contractor shall provide the following:

- The contractor shall provide the required capabilities to maintain a cadre of qualified staff to provide case management services; support recruiting, screening, credentialing, training, and data tracking systems.
- These staff must meet ORR minimum standards for deployment at an ORR emergency intakes site or other influx site including necessary background checks to provide services to children. Staff who will have unsupervised direct access (e.g. physically present) to children must have an FBI based background check, and child abuse and neglect check (if not waived by ORR). Staff who do not have direct access to children must have a public records criminal background check.

- The contractor shall provide initial triaging and case management services for the duration of activation and input intake assessments into the UC database for reporting purposes.
- The contractor shall ensure that most staff assigned to UC are bilingual in English and Spanish and shall be proficient in speaking, reading, and writing both languages. The contractor shall have access to language line use/translation services for other such languages as required and directed by ORR. Hindi/English, Mandarin/English, as directed by the Government/ORR.
- The contractor shall ensure that staff always maintains line-of-sight supervision of assigned children. The contractor will provide a staffing and supervision plan that meets ORR's minimum standards for an ORR emergency intake site or other influx site.
Positions include: Case Managers, Case Manager Supervisor, Clinical Counselors, Data Entry Specialist, and Program Director.
- The contractor shall train staff in the following: ORR policies and procedures, ORR interim guidance and operations manual; the Prison Rape Elimination Act Interim Final Rules procedures; the sponsor reunification packet; ORR Database/System of Record; behavioral management and non-violent restraint techniques; cultural competence training; and child-welfare best practices. The contractor shall request the COR's approval for all training material developed before its use. All training material developed for the purpose of this contract will be the property of ORR. Training material shall be available in hard and electronic copy.
- Contractor will be afforded an opportunity to scale up operations and services to meet ORR Influx requirements at a mutually agreeable timeframe.

EIS Demobilization Timeline/Tasks

This is a timeline/tasks for discharging UC and transferring UC who are ineligible for reunification in a timely manner. This timeline can be adjusted, depending on time available until EIS demobilization and number of UC at the site.

- **50 Days From Option Period End:** Establish final demobilization plans and discharge rate glide path to zero UC. Designate EIS leadership to remain on site until demobilization. Make adjustment to the contractor staffing plan and services to align with the demobilization rate and glide path to zero. Coordinate with the FFS Lead of the EIS demobilization plan and the need for a mini-FFS Strike Team. Create a strike-team plan for the case management of UCs for the remainder of the demobilization glide path.
- **35 Days from Option Period End:** Site will no longer receive new UCs for placement. Increase focus on discharging UC to sponsors. Coordinate with EIS Leadership, FFS Lead and Travel Coordinator. MVM assigns staff dedicated to demobilization efforts.

- **26 Days from Option Period End:** Conduct COVID testing of all remaining UC. FFS to hold licensed beds. Conduct COVID testing of all remaining UC. Complete all required immunizations and procure any medications needed for UC prior to movement. Work with FFS Lead to hold licensed beds for projected Cat 4s and 3s and other transfers. Coordinate with the FFS and coordinate additional Closure Strike Teams at the EIS site (as necessary) to prepare the site for closure and ensure that UC who can be are safely and effectively discharged.
- **19 Days from Option Period End:** Cat 4s & 3s transferred to licensed facilities. Upload files to the UC Portal and prepare the hard copy file for relay to the next location with the UC.
- **15 Days from Option Period End:** Last day to discharge UC to sponsor. Any UC who cannot be discharged to a sponsor prior to closure will be scheduled to be transferred to a licensed bed. Coordinate with FFS for this transfer. FFS will release hold on licensed beds.
- **12 Days from Option Period End:** All UC discharged or transferred. Dismiss all remaining staff involved only with UC care; as appropriate, collect, deactivate, and account for all staff badges at out-processing. Retain only those staff that are necessary for site deconstruction, disbursement of supplies and equipment, clean-up and return to facility holder.
- **11 Days to Option Period End Date:** Final site close out activities completed. Conduct necessary activities to finish demobilization of the site including disposition of leftover vaccines, COVID diagnostics, and medications; conduct site clean-up; finalize documentation and begin transfer of records to ORR; arrange for return of any rented materials; coordinate transfer, donation, and disposal of other site materials.
- **2 Days Before Option Period End Date:** Final execution checks. Complete remaining tear down operations. Deliver, record, or dispose of all equipment and documents (including those w/ PII and PHI). Final cleaning and repairs. Site walkthrough to ensure ready to return.
- **1 Day Before Option Period End Date:** Demobilization complete; site closure
- **Option Period End Date:** Contract lease end or wrap-around services contract end.

The details of the demobilization timeline may be found in Attachment 3 – Demobilization Plan.

Logistics

Logistical challenges will exist for all sites that are demobilizing.

Transportation: The movement of large numbers of children is always challenging; moving children to multiple locations simultaneously—discharges to family members and sponsors in different locations, transfer to network beds, and transfer to alternate EISs—will pose a unique challenge. To the extent practicable, early decisions need to be made about where children will be moved (with backup alternatives identified, especially for children whose discharges may not occur prior to facility demobilization) so that moves can be coordinated in a timely manner and

executed effectively. Working closely with the site specific Transportation Liaison and the Op Artemis Transportation Coordination Cell will be key to ensure all movement is coordinated and flows smoothly.

Equipment: Each EIS has a large amount of government furnished equipment (GFE).

- Reusable kits and equipment that can be used by nearby sites should be forwarded to a site in need, to preserve the cost incurred by the federal government. Reusable materials include, but are not limited to, lice kits, PPE, and IT equipment.
- Some material may be donatable to local area organizations (e.g., bed frames, perishable food). Donations should be coordinated with local organizations to the extent practicable.
- Disposal of non-reusable materials should be coordinated in advance for any materials that cannot be reused (e.g., cot mattresses from the quarantine and isolation units) and any medical waste remaining at the sites.

Documentation: The logistics and records management of the children's files are considered official documents; many contain personally identifiable information (PII) or personal health information (PHI). The paperwork, if any, should be scanned into the UC Portal. Any loose paperwork should be sent via courier or accountable, overnight mail (e.g., DHL or FEDEX) to ORR Headquarters for managing.

[End of Section C]

Exhibit 2

Demobilization Plan

Note: Note that this demobilization plan assumes a discharge rate of approximately 39 Unaccompanied Children (UCs) per day, from November 12 – December 20th 2021, at a full site capacity of 1,500 UCs. Actual site population and discharge rate will change the overall totals. Plan assumes all UCs will be discharged/transferred by December 20th, 2021, with the remaining 12 day period to be utilized for site disassembly, cleanup and return to facility holder.

Days Remaining	Date	UC Total	Note
50	11/12/2021	1,500	Begin site demobilization
49	11/13/2021	1,461	
48	11/14/2021	1,421	
47	11/15/2021	1,382	
46	11/16/2021	1,342	
45	11/17/2021	1,303	
44	11/18/2021	1,263	
43	11/19/2021	1,224	
42	11/20/2021	1,184	
41	11/21/2021	1,145	
40	11/22/2021	1,105	
39	11/23/2021	1,066	
38	11/24/2021	1,026	
37	11/25/2021	987	
36	11/26/2021	947	
35	11/27/2021	908	End accepting new UCs at EIS
34	11/28/2021	868	
33	11/29/2021	829	
32	11/30/2021	789	
31	12/01/2021	750	
30	12/02/2021	711	
29	12/03/2021	671	
28	12/04/2021	632	
27	12/05/2021	592	
26	12/06/2021	553	Conduct COVID testing of all remaining UCs. Hold licensed beds.
25	12/07/2021	513	
24	12/08/2021	474	
23	12/09/2021	434	
22	12/10/2021	395	
21	12/11/2021	355	
20	12/12/2021	316	

Exhibit 2

19	12/13/2021	276	Category 3 & 4 UCs transferred to licensed facilities.
18	12/14/2021	237	
17	12/15/2021	197	
16	12/16/2021	158	
15	12/17/2021	118	Last day to transfer UCs to sponsor.
14	12/18/2021	79	
13	12/19/2021	39	
12	12/20/2021	0	All UCs discharged or transferred to licensed facilities.
11	12/21/2021	0	Site disassembly. Disbursement of equipment, structures, supplies, etc. Clean-up.
10	12/22/2021	0	
9	12/23/2021	0	
8	12/24/2021	0	
7	12/25/2021	0	
6	12/26/2021	0	
5	12/27/2021	0	
4	12/28/2021	0	
3	12/29/2021	0	
2	12/30/2021	0	
1	12/31/2021	0	
0	01/01/2022	0	Facility returned to Pomona Fairplex

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 10/17/2023	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE ACF		7. ADMINISTERED BY (If other than Item 6) CODE	
Admin for Children and Families Administration for Children and Families MARY E. SWITZER BUILDING 330 C ST., SW Washington DC 20201			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. Attn: (b)(6) CHEROKEE NATION MANAGEMENT & CONSUL 2 W 2ND ST STE 1500-25 TULSA OK 74103	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 75ACF121C00062
		10B. DATED (SEE ITEM 13) 04/26/2021
CODE 1495508	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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4 (c) Changes

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.)
Tax ID Number: (b)(4)
UEI: VJPCB8N3JYK3
Cage Code: 6YW97

The purpose of the unilateral modification is to:

1. Closeout the contract.

Pursuant to the terms of the contract and in consideration of the total amount of \$706,894,848.17, which has been paid under said contract to the Contractor or its assignees, if any, the Contractor does release and discharge the Government, its officers, Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM COOLBAUGH
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA William Coolbaugh S Digitally signed by William Coolbaugh-S Date: 2023.10.17 14:21:47 -04'00'
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75ACF121C00062/P00007

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2 2

NAME OF OFFEROR OR CONTRACTOR
CHEROKEE NATION MANAGEMENT & CONSULTING, L.L.C. 1495508

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever arising out of or under said contract, without exception. Therefore, this contract is hereby closed. All other terms and conditions remain unchanged and in full force and effect. Therefore, this Contract is hereby closed.</p> <p>Period of Performance: 04/27/2021 to 11/19/2021</p>				

The purpose of Modification P00006 is to exercise and fund the demobilization period (hereby referred to as Option Period VI) in accordance with FAR Clause 52.217-9 “Option to Extend the Term of the Contract”.

Therefore, the contract is modified accordingly:

- 1) Option Period VI (Demobilization) is hereby exercised and funded for a period of performance of October 27, 2021 to November 19, 2021. This effort will include all demobilization tasks for the shipment of contract files, the movement of structures, etc. from the Pomona Emergency Intake Site and will continue services in accordance with the terms and conditions of the contract and as detailed in the SOW in support of this requirement.
- 2) The contractor has proposed an additional \$461,365.31 in expenses in excess of its previously priced Option Period VI (Demobilization) of (b)(4) resulting in an overall FFP of \$4,101,141.17 for Option Period VI. As a result of this modification, the total obligated value is hereby increased by \$4,101,141.17 from \$(b)(4) to (b)(4). Purchase request number ACF286586 will fund CLIN 0007 for a total of \$4,101,141.17.

Highlighted text shows the change.

CLIN Structure		
CLIN No.	Description	CLIN Value
0001	Base (04/27/21 – 05/26/21)	\$ 151,441,329.89
0002	Option Period 1 (05/27/21 – 06/26/21) Note: This option period was exercised and obligated on CLIN 0008. Therefore, the associated CLIN Value is not calculated in the total contract value.	\$ 135,883,045.40
0003	Option Period 2 (06/27/21 – 07/26/21)	\$ 136,324,368.23
0004	Option Period 3 (07/27/21 – 08/26/21)	\$ 93,000,000.00
0005	Option Period 4 (08/27/21 – 09/26/21) Note: Option Period 4 is exercised and funded on CLINs 0005, 0009, and 0010.	(b)(4)
0006	Option Period 5 (09/27/21 – 10/26/21)	
0007	Option Period VI (Demobilization) (10/27/21 – 11/19/21)	\$ 4,101,141.17
0008	Option Period 1 (05/27/21 – 06/26/21) Note: Funded and Exercise Option Period 1	\$135,883,045.40
0009	Option Period 4 (08/27/21 – 09/26/21) Note: Administrative Line Item to add funding due to a different line of accounting in support of this option period.	(b)(4)
0010	Dorm 5 Conversion to COVID Dorm (08/27/21 – 09/26/21)	\$ 87,132.48

	Note: Administrative Line Item added in support of Dorm conversion for Option Period 4, not separately priced. Program office added Dorm 5 Conversion as a separate line item within the funding document (PR). Due to system limitations, a new CLIN was established to fund this separate line item.	
0011	Option Period 5 (09/27/21 – 10/26/21) Note: Administrative Line Item to add second line of accounting in support of funding Option Period 5.	(b)(4)
Total Contract Value		(b)(4)

3) As a result of this modification, the total contract value increases by (b)(4) resulting in a total contract value of (b)(4). The total obligated value is hereby increased from (b)(4) by \$4,101,141.17 to \$706,894,848.17.

4) Incorporate FAR Class Deviation 52.223-99 – Implementation of Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors. The clause is added as follows:

FAR 52.233-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause –

United States or its outlying areas means –

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). 5

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

5) All other terms and conditions remain unchanged and in full effect.

---End of Modification P00006---