

FEDERAL BUREAU OF PRISONS

ACQUISITIONS BRANCH

320 FIRST STREET, NW (901-D)

WASHINGTON, D.C. 20534

ATTENTION: RESIDENTIAL REENTRY CONTRACTING

SOLICITATION NUMBER: 15BRRC22R000000007

ISSUE DATE: 08/19/2022

CLOSING DATE: 10/19/2022

5:00 P.M. EASTERN STANDARD TIME

LOCATION: Located within the city limits of Ocala, Florida.

ADDRESS ALL PROPOSALS TO:

Janel Ramsey
j3ramsey@bop.gov
Contracting Officer
U.S. Department of Justice
Federal Bureau of Prisons



U. S. Department of Justice

FEDERAL BUREAU OF PRISONS

Washington, DC 20534

August 19, 2022

To All Interested Parties:

The Federal Bureau of Prisons is soliciting proposals to provide Residential Reentry Center (RRC) Services for male and female Federal offenders held under the authority of United States Statutes located within the city limits of Ocala, Florida.

All offerors are advised that the Government reserves the right to disclose or make public any environmental documentation or other information provided in response to the solicitation. Such disclosures would typically occur in Environmental Impact Statements, Environmental Assessments, public hearings, comment periods, and other public forums.

Please follow the instructions in *Section L* of the Request for Proposals (RFP) when preparing your Business, Technical/Management, and Past Performance Information Proposals. Your Business, Technical/Management, and Past Performance Information Proposals should be submitted via email.

The following items should comprise your Business Proposal: a **cover letter** setting forth your firm rates for the Base Period and **each** Option Year (sliding scales, etc., are not acceptable); **Section A** (Solicitation, Offer and Award); **Section B** (Supplies or Services and Prices/Costs); **applicable attachments in Section J** (List of Attachments; see *Section L, Content of Business Proposals*); and **Section K** (Representations, Certifications, and Other Statements of Offerors).

The Technical/Management Proposal must include a clear and concise explanation of how you propose to accomplish the procurement objective, describing in detail the approach, methods, techniques, and manpower you intend to use in accordance with *Section L, Content of Technical/Management Proposals*. Your Technical/Management Proposal will be evaluated as an indication of your comprehension of the services to be provided and your ability to perform these services.

The Government reserves the right to award the contract without discussions. Therefore, all proposals should be prepared as your organization's final proposal revision.

The Federal Bureau of Prisons representatives will conduct an on-site inspection of your facility after receipt of proposals, but prior to contract negotiations, if held. Therefore, a separate cover sheet is required in the Technical/Management proposal indicating the place of performance, and an available contact person authorized to obligate the offeror (including telephone number) who shall be present during the on-site evaluation.

Notes:

In accordance with *Federal Acquisition Regulation (FAR) 52.215-1(d), Instructions to Offerors-Competitive Acquisitions*, proposals in response to this solicitation will be valid at a minimum of 240 days from the date the solicitation closes.

In accordance with *FAR 52.222-54, Employment Eligibility Verification*, contractors are required to enroll in the E-Verify Program and to comply with the requirements of the E-Verify Program Memorandum of Understanding (MOU) for the period of performance of any potential contract resulting from this solicitation. Contractors who are not enrolled as Federal Contractors in the E-Verify Program at the time of potential contract award have thirty (30) calendar days within the date of contract award to enroll in the E-Verify Program. Employees are subject to verification of employment eligibility as defined and outlined by the clause. For more information, please visit the E-Verify website at <http://www.dhs.gov/E-Verify>.

Please address all questions in regard to this solicitation to the Contracting Officer at the e-mail address and telephone number listed in Block 10 of the *Standard Form 33 (Solicitation, Offer, and Award)* located in *Section A* of the solicitation document.

Sincerely,

//s//

Janel Ramsey
Contracting Officer

Enclosure

SOLICITATION, OFFER, AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 15BRRC22R00000007		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/19/2022
6. REQUISITION/PURCHASE NUMBER #2436		7. ISSUED BY Federal Bureau of Prisons Residential Reentry Contracting 320 First Street NW Suite 5005 Washington, DC 20534		8. ADDRESS OFFER TO (If other than Item 7) Federal Bureau of Prisons Acquisitions Branch/RRC 320 First ST NW, RM 901-5 WASHINGTON, DC 20534		j3ramsey@bop.gov
CODE		15BRRC		Janel Ramsey (O) (202) 598-6481 j3ramsey@bop.gov		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and L4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See Block 7 until 17:00 ET local time 10/19/2022
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Janel Ramsey	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS j3ramsey@bop.gov
		AREA CODE (202)	NUMBER 598-6481	EXTENSION	

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X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	9
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) 0.00 %	20 CALENDAR DAYS (%) 0.00 %	30 CALENDAR DAYS (%) 0.00 %	0 CALENDAR DAYS (%) 0.00 %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Federal Bureau of Prisons Accounting Operations 320 First Street NW, Room 5009 Washington, DC 20534	CODE BOP-ADM- AcctOperations@bop.gov
26. NAME OF CONTRACTING OFFICER (Type or print) Janel Ramsey		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B - Supplies or Services and Prices/Costs

To provide Residential Reentry Center (RRC) and Home Confinement (HC) Services within the city limits of Ocala, Florida. Home Confinement radius within 100 miles of facility.

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	<p>To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida.</p> <p>Fixed monthly rate for the Average Daily Population (ADP) of 16 or less Federal Offenders.</p> <p>Guaranteed Minimum: 5,856 mandays Estimated Guaranteed Maximum: 13,908 mandays</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	12	MO	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002	<p>To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida.</p> <p>In-house RRC inmate day rate for ADP of 17-23 Federal offenders.</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	1	DY	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0003	<p>To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida.</p> <p>In-house RRC inmate day rate for ADP of 24-31 Federal offenders.</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	1	DY	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0004	<p>To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida.</p> <p>In-house RRC inmate day rate for ADP of 32 or more Federal offenders.</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	1	DY	\$ _____	\$ _____	

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>To provide Home Confinement Placement services radius within 100 miles of the RRC facility.</p> <p>Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders.</p> <p>Guaranteed Minimum: 3,660 mandays Estimated Guaranteed Maximum: 8,784 mandays</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>To provide Home Confinement Placement Services within 100 miles of the RRC.</p> <p>Home Confinement placement day rate for ADP of 11-15 Federal offenders.</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>To provide Home Confinement Placement Services within 100 miles of the RRC.</p> <p>Home Confinement placement day rate for ADP of 16-20 Federal offenders.</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>To provide Home Confinement Placement Services within 100 miles of the RRC.</p> <p>Home Confinement placement day rate for ADP of 21 or more Federal offenders.</p> <p>Base Period: Start Date of Performance through 12 months</p> <p>PSC: G004</p> <p>Base Period</p>	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p>To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida.</p> <p>Fixed monthly rate for the Average Daily Population (ADP) of 16 or less Federal Offenders.</p> <p>Option Period One: 13 months through 24 months</p> <p>PSC: G004</p> <p>Option Period 1</p>	12	MO	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 17-23 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 24-31 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 32 or more Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 11-15 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

0015	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 16-20 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 21 or more Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. Fixed monthly rate for the Average Daily Population (ADP) of 16 or less Federal Offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 17-23 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 24-31 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 32 or more Federal offenders.	1	DY	\$ _____	\$ _____

	Option Period Two: 25 months through 36 months PSC: G004 Option Period 2				
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 11-15 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 16-20 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 21 or more Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. Fixed monthly rate for the Average Daily Population (ADP) of 16 or less Federal Offenders. Option Period Three: 37 months through 48 months PSC: G004	12	MO	\$ _____	\$ _____

	Option Period 3				
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 17-23 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 24-31 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 32 or more Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 11-15 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	1	DY	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 16-20 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 21 or more Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. Fixed monthly rate for the Average Daily Population (ADP) of 16 or less Federal Offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 17-23 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 24-31 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

0036	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 32 or more Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 11-15 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 16-20 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 21 or more Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida.	6	MO	\$ _____	\$ _____

	In-house RRC inmate day rate for ADP of 16 or less Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5				
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 17-23 Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 24-31 Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	To provide Residential Re-Entry Center In house (RRC) Services within Marion County, in Ocala, Florida. In-house RRC inmate day rate for ADP of 32 or more Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	1	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	6	MO	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 10 or less Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 11-15 Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 16-20 Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004 Option Period 5	1	DY	\$ _____	\$ _____

Clauses By Full Text

B.1 Services and Prices/Costs

Contractor shall provide Residential Reentry Center (RRC) services (for In-House RRC beds) and Home Confinement Services (for Home Confinement placements) for male and female Federal offenders held under the authority of various United States Statutes located within the city limits of Ocala, Florida. Home Confinement radius within 100 miles of the RRC facility.

The services will be provided on an indefinite-delivery, indefinite-quantity type contract with firm-fixed unit prices according to the guaranteed minimum quantities and estimated maximum quantities outlined above. It is the intent of the Government to award Line Items for RRC in-house beds and home confinement placements to a single provider as these services are interconnected and rely upon each other to ensure adequate programming and case management of offenders.

The period of performance for any contract which the Government may award under the terms and conditions of the RFP will be for a one-year base year and four, one-year option years. Offerors must submit pricing for the base period and each option year as follows:

1. Monthly rate when the in-house average daily population (ADP) is 16 or less Federal offenders
2. Inmate day rate when the in-house ADP is 17-23 Federal offenders
3. Inmate day rate when the in-house ADP is 24-31 Federal offenders
4. Inmate day rate when the in-house ADP is 32 or more Federal offenders
5. Monthly rate when the home confinement ADP is 10 or less Federal offenders
6. Inmate day rate when the home confinement ADP is 11-15 Federal offenders
7. Inmate day rate when the home confinement ADP is 16-20 Federal offenders
8. Inmate day rate when the home confinement ADP is 21 or more Federal offenders

During the months when the ADP does not exceed 16 in-house Federal offenders or 10 home confinement placements, Contractor shall invoice at the defined monthly rate. If the ADP for a month exceeds 16 in-house Federal offenders or 10 home confinement placements, Contractor shall invoice at the defined inmate day rate for the number of days utilized. Services are required to be provided in accordance with Section C, Statement of Work, with documentation as required. For the purposes of billing, home confinement and furloughs are considered one manday. Furloughs shall be billed at the home confinement rate.

The Government reserves the right to award without discussions and to make an award which is deemed to be in the best interest of the Government. "RRC services" (for in-house RRC beds) are as defined by the statement of work for this requirement. "Home Confinement Services (for home confinement placements) are as defined in Chapter 10, programs, and in all other applicable references in the statement of work for home confinement services.

The minimum requirement for all services will be satisfied by the Government with both male and female offenders. For Home Confinement services, male and female quantities are combined for a total minimum guarantee and a total maximum estimate which can be comprised of either males or females. For in-house RRC services, the contractor shall ensure total 38 beds which 34 (max) beds are available for males and 4 (max) beds are available for females. Home Confinement services estimated maximum is 24 placements.

Offerors are advised that all usage amounts are estimates only. The estimates above are not a representation by the Government to the offeror that the Government will require services for more than 16 in-house Federal offenders or 10 home confinement placements per month, or that conditions affecting the requirement will be stable. These estimates do not constitute a Bureau of Prisons usage guarantee or a guarantee of revenue to the offeror. Payment shall be made for actual consumption/usage when the ADP exceeds 16 in-house Federal offenders or 10 home confinement placements.

[END OF SECTION]

Section C - Description/Specifications/Statement of Work

Clauses By Full Text

C.1 Statement of Work/Specification

A description of the services to be performed is given in the Statement of Work (see attachment) in this section identified as: Statement of Work (SOW) Residential Reentry Center, March 2022 SOW.

[END OF SECTION]

Section D - Packaging and Marking

This Section Is Intentionally Left Blank

Section E - Inspection and Acceptance

Clauses By Reference

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/these address(es): www.acquisition.gov

Clause	Title	Fill-ins (if applicable)
52.246-4	Inspection of Services-Fixed-Price (Aug 1996)	

Clauses By Full Text

E.1 Place of Acceptance

In accordance with FAR 46.403(a)(6) and FAR 46.503, the place of acceptance for services under this contract shall be at destination.

E.2 Performance Summary Table

Please see attached table.

[END OF SECTION]

Section F - Deliveries and Performance

Clauses By Reference

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/these address(es): www.acquisition.gov

Clause	Title	Fill-ins (if applicable)
52.242-15	Stop-Work Order (Aug 1989)	

Clauses By Full Text

F.1 Deliveries

In accordance with FAR 16.505(a) and the clause located at FAR 52.216-18 entitled "Ordering," included in Part II, Section I, of this contract, services to be furnished under this contract shall be ordered by issuance of task orders by a warranted Contracting Officer in the Residential Reentry Contracting Section, Washington, DC.

F.2 Performance

(a) The Contractor's facility must be fully operational and ready for performance to begin within 120 days after the date of contract award. (For the purpose of this solicitation, "contract award" is defined as the date the award document (either the Standard Form 33 or Standard Form 26) is signed by the Contracting Officer).

(b) The anticipated periods of performance are:

Base Period: Date of award through 12 months
Option Period One: 13 months through 24 months
Option Period Two: 25 months through 36 months
Option Period Three: 37 months through 48 months
Option Period Four: 49 months through 60 months

(c) The contract shall be effective from date of award. The period of performance shall be effective from date of performance through 12 months, with the Government's unilateral right to exercise the individual option periods in accordance with the terms of this contract.

(d) The anticipated period(s) of performance are based on the assumptions that funds are available. The initial performance period will depend on the actual date of award and the issuance of a written award or acceptance of offer mailed or otherwise furnished to the successful offeror to result in a binding contract.

F.3 Place of Performance

(a) The Place of Performance for RRC In-House services is located within the city limits of Ocala, Florida. Home Confinement placements radius within 100 miles of the RRC facility.

(b) In accordance with FAR 46.503 and FAR 46.403(a)(6), the Place of Acceptance for services under this contract shall be at DESTINATION.

[END OF SECTION]

Section G - Contract Administration Data

Clauses By Full Text

G.1 Contracting Officer's Representative

- (a) The local Residential Reentry Manager (RRM), or successor, is designated as the Contracting Officer's Representative.
- (b) The COR is responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:
 - (1) Directions to the contractor which re-direct the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work.
 - (2) Supply information to the Contractor which assists in the interpretation of technical portions of the Statement of Work.
 - (3) Review, inspect, and accept reports and information to be provided by the Contractor to the Government under the contract.
 - (4) Evaluate the performance and certify all invoices for payment.
- (c) Technical direction must be within the general scope of work stated in the contract. The COR does not have authority to, and may not issue, any direction which:
 - (1) Constitutes an assignment of additional work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the contract clause entitled "Changes".
 - (3) Change any of the expressed terms, conditions, fixed price, or time for contract performance. Any such revisions shall be authorized in writing only by the Contracting Officer.
- (d) In the event the COR desires a change to the contract within one or more of the categories as defined in (1) through (3) of paragraph (b), he must direct such request to the Contracting Officer. The Contracting Officer will handle such request within applicable laws and regulations.
- (e) During the term of the contract, the Contracting Officer, or his successor, shall administer the contract on behalf of the Government. Technical matters which cannot be resolved by the Contractor and the COR as well as other contractual difficulties, are to be brought to his immediate attention. The Contracting Officer may be reached at the address and telephone number shown on the SF 33, block 10.

G.2 Payment Schedule

The Schedule includes four levels of pricing, referred to as "tiers." In consideration of the Contractor's satisfactory performance of services called for under this contract, the Government shall make payment to the Contractor at the fixed daily or monthly rates for the tiers identified in the Schedule. The Government shall not be billed for two days when resident is admitted one evening and removed the following morning. The Contractor shall not bill for the day of departure. The day of a resident's escape or absconding from custody or supervision shall be considered the day of departure for billing purposes. (See Section C, SOW, Chapter 19, Escape Procedures).

G.3 Billing Procedure

- (a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoices. Invoices must include the appropriate contract number.

The Contractor will determine the average daily population (ADP) for the month using the SENTRY Census feature which divides the total number of mandays for the month by the number of days in the month. In the event the ADP is not a whole number (i.e., 45.1 – 45.9), the contractor will round of to the next whole number (i.e., 46). During the months the ADP does not exceed 16 in-house RRC beds or 10 home confinement placements, the contractor shall invoice at the fixed monthly rate(s) in the Schedule.

During the months when the ADP exceeds 16 in-house RRC beds or 10 home confinement placements, the Contractor shall invoice for the number of mandays utilized at the inmate daily rate specified for the applicable tier.

- (b) In accordance with FAR 52.232-33, Payment by Electronic Funds Transfer -System for Award Management (October 2018), payment will be made via Electronic Funds Transfer to the account designated by the Contractor.

(c) For reimbursements not covered in the computed In-House RRC and/or Home Confinement per inmate day rates (i.e., hospital, prescriptions, etc.) which have been authorized by the COR, a separate invoice shall be submitted.

(d) Submit Invoices to:
Federal Bureau of Prisons
Orlando Residential Reentry Office
6303 County Road 500
Wildwood, Florida 34785

G.4 Key Personnel

In accordance with the clause entitled "Change in Key Personnel" included in Part I, Section H, the following positions are considered key personnel for Major and Moderate-Use Facilities:

Facility Director
Social Services Coordinator
Case Manager
Employment Placement Specialist

G.5 Electronic Subcontracting Reporting System (eSRS)

In accordance with FAR 52.219-9, the offeror agrees to submit the Individual Subcontracting Report (ISR), formerly the SF-294, and Summary Subcontracting Report (SSR), formerly the SF-295, as applicable. Pursuant to FAR 19.704, the Federal Bureau of Prisons requires submission of these reports as follows:

The ISR is due semi-annually and at contract completion, always within 30 days after the close of each reporting period unless otherwise directed by the Contracting Officer. Normally, these deadlines are April 30th for the period ending March 31st and October 31st for the period ending September 30th. A separate report is also due within 30 days after contract completion. **Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.**

The SSR must be submitted annually (for twelve months ending September 30th). Reports are due 30 days after the close of each reporting period. Additional information concerning the Electronic Subcontracting Reporting System (eSRS) program can be located at www.acquisition.gov/far.

G.6 CPARS Contractor Evaluation Factors and Rating Descriptions

Contractor performance will be assessed using seven (7) evaluation factors as follows:

FACTOR: ACCOUNTABILITY

Has the contractor ensured that offenders are accurately accounted for while (1) in the facility; (2) at work assignments; (3) in all other activities outside the facility? Is the approach tailored to the geographic area? Have there been any patterns or unresolved breaches of accountability during this rating period? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

FACTOR: PROGRAMS

Does the contractor have a process for assessing the individual needs of each offender to assist with their reentry into the community? How well does the contractor administer the program? How effective has the process been this rating period in assisting offenders to find employment and housing, and to develop skills to prepare the offender for reentry and prevent them from returning to a criminal lifestyle? How effective and extensive is the community resources network? What are the methods or avenues taken to obtain medical or mental health treatment? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

FACTOR: COMMUNITY RELATIONS

Does the contractor have a process for educating and interacting with the local community in order to acquire and maintain public support? What efforts have been made during this rating period to foster positive community relations? Discuss the workings and

make-up of the contractor's community relations efforts. During this rating period have there been any concerns relating to the contractor's position in the community? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

FACTOR: SITE VALIDITY AND SUITABILITY

During this rating period, has the contractor complied with all applicable local, state, and national health, safety, environmental laws, regulations, Executive Orders, and building codes? Has the contractor maintained appropriate liability insurance? Are there any new areas of public concern within a ½ mile radius of the facility? Are zoning and occupancy permits still valid? Is the contractor's sanitation plan and maintenance plan effective? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

FACTOR: PERSONNEL

How effective has the contractor been in ensuring competent staff have been recruited, trained, and retained? Have staff met the annual training requirements? Are new staff receiving orientation in accordance with SOW requirements? Have new staff received and signed for integrity guidelines? Are there any concerns involving staff integrity? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

FACTOR: COMMUNICATION/RESPONSIVENESS

Communication: During the rating period, has the contractor maintained open lines of communication with Bureau staff? Does the contractor establish and maintain effective communication with U.S. Probation and local authorities?

Responsiveness: Is the contractor responsive to Bureau requirements, directions, and requests for information? How well does the contractor deal with significant incidents? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

FACTOR: HOME CONFINEMENT

How effective has the contractor been in ensuring that all residents are appropriately referred and placed on home confinement as soon as eligible and appropriate? How well does the contractor administer the home confinement program? Has the contractor ensured that offenders are accurately accounted for while on home confinement? How effective has the process been this rating period in assisting offenders to find employment and to develop skills to prepare the offender for reentry and prevent them from returning to a criminal lifestyle? How effective and extensive is the community resources network? What are the methods or avenues taken to obtain medical or mental health treatment? Are inmates in the Home Confinement Program offered case management and programming opportunities consistent with their program plan and needs? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

The Government shall consider both positive and negative attributes in the areas above and provide a written narrative for each that describes the contractor's strengths and weaknesses, and the effectiveness of any corrective actions, during each of the contract's reporting periods (generally, a one-year term beginning with the start of the Base Period). Strengths equate to performance that exceeds contract requirements and show definite and measurable benefit to the Government. Weaknesses equate to performance problems that do not meet contract requirements and result in negative impact on the Government. The CPARS will include all information from facility monitoring reports and any corrective actions taken by the contractor and the effectiveness of those corrective actions taken. All applicable information up to and including the close of each monitoring conducted during the specified rating period will be included in the narrative.

Based on the narrative, an adjectival rating will be assigned to each factor. Once all factors have been rated, the overall rating will be an objective rating that most accurately reflects the overall performance of the facility. In CPARS, the overall rating will be denoted as "Quality of Product or Service." The Government will provide a detailed explanation outlining the justification for the overall rating. In accordance with FAR Part 42, the contractor will be given an opportunity to submit comments, rebutting statements, or additional information in response to an evaluation in CPARS. The ultimate conclusion on the performance evaluation is the decision of the Government.

The ratings and associated descriptions for the factors above are as follows:

Exceptional: Contractor's performance exceeds requirements of the contract in many areas. Benefits to the Government/Bureau of Prisons (BOP) are identifiable. Minor problems may exist. Corrective actions are highly effective.

Very Good: Contractor's performance meets requirements of the contract and exceeds requirements in some areas. Benefits to the Government/BOP are identifiable. Problems may exist, but are minor. Corrective actions are effective.

Satisfactory: Contractor's performance meets contract requirements. Some minor problems exist, but the contractor has satisfactory corrective actions in place.

Marginal: Contractor's performance does not meet some of the requirements of the contract. Contractor's performance has shown there are problems resulting in a negative impact on service delivery (a negative impact on the Government). Problems are serious, but recovery is still possible. Corrective actions have shown to be marginally effective and/or not fully implemented.

Unsatisfactory: Contractor's performance fails to meet most of the requirements of the contract. Contractor's performance shows there are problems resulting in a negative impact on service delivery (a negative impact on the Government). Problems are serious, and recovery is unlikely. Corrective actions are ineffective and/or not fully implemented.

[END OF SECTION]

Section H - Special Contract Requirements

Clauses By Full Text

H.1 Change in Key Personnel

Following contract award, any change in key personnel during contract performance is subject to the review and approval of the Residential Reentry Manager. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

H.2 Contract Performance

(a) Any request to alter the facility following contract award must provide evidence supporting the contractor's right to use the proposed facility. Acceptable evidence of right to use is limited to deeds, leases, bills of sale, options to lease, options to buy, contingency leases or contingency deeds.

(b) Offerors shall submit proof that the local law enforcement agency with primary justification (e.g., Chief of Police, Sheriff) and at least two levels of local government officials (e.g., City Council Member, Mayor, County Board Member, City Commissioner) have been notified of their intent to change facility location. The notification will identify the specific location of the new facility. The proof shall be a signed copy of each notification* sent via registered or certified mail to the Chief Executive Officer of the law enforcement agency and two levels of public officials of the geographical area in which the new facility is located. The notification shall provide an accurate description of the program services the contractor provides under their contract to include, but not limited to, the contractor's mission statement; the size of the new facility; the specific address location of the new facility; the type of offender the Statement of Work indicates will be placed at the new facility; and the contractor's inmate accountability practices.

*[The offerors shall use the mandatory Sample Community Notification Letter in Section J, Attachment 4, when notifying the above-mentioned officials.]

(c) Subsequent to award the contractor shall notify the Contracting Officer's Representative (COR) advising of any request to change facility locations. The Bureau of Prisons will inspect the contractor's place of performance to ensure compliance with the Safety and Sanitation requirements of the Statement of Work. The contractor will be advised of identified areas of non-compliance and will be required to correct the non-compliant areas in accordance with the Statement of Work and reasonable guidance provided by the COR. If the place of performance is not in compliance by the established performance date, the contract may be terminated for default.

(d) The contractor, when requesting a change in performance location, is required to provide proof of zoning. This proof shall be provided with the initial request to change locations.

(e) The initial request to change performance sites will be made to the COR. The request shall be in writing and accompanied by the following documentation: (1) proof of right to use; (2) proof of zoning; (3) proof of law enforcement/ geopolitical notification; and (4) evidence that the Bureau of Prisons will receive some benefit for modifying the contract to change the place of performance.

The Contracting Officer, with the assistance of Legal Counsel and the COR, shall determine whether substantial evidence of proper zoning and other ordinance or regulatory compliance has been provided by the Contractor. The contractor's failure to provide satisfactory proof may result in termination of the contract for default.

For purposes of this provision, a "necessary local official" means an employed or elected person whose opinion, approval, or concurrence as to the propriety of the use of proposed sites is required under any and all applicable laws of the city, town, village, or municipality in which the RRC is to be located.

H.3 Protected Religious Activities

Protected Religious Activities. Religious exercise can come up in Residential Reentry Centers (RRC's) in a variety of ways and is governed by the Department's regulation guaranteeing "Equal Treatment For Faith-Based Organizations" [28 CFR 38.1(b)], as well as by federal constitutional and statutory law.

(1) An offender may ask for a time and place to individually pray, study, or worship. Federal law requires that a federally-funded Contractor allow offenders in an RRC reasonably frequent opportunity to engage on their own in these "inherently religious activities" throughout the week.

(2) An offender may ask an RRC staff to lead or join him or her in inherently religious activity. If an offender in an RRC makes such a request, Contractor staff may accommodate the request when such activity would not interfere with the contracted services, when the religious activity occurs in a separate time or location from the services provided under the contract and if attendance or participation by offenders and staff is voluntary. A separate location does not need to be a separate building but must be an area that,

at the time of religious activity, is not being used to provide services under the contract and is not otherwise open to the offender population.

(3) A RRC Contractor may offer inherently religious services to offenders outside of, and in addition to, its contract with the Government as long as the services are offered in a separate time or location (as defined above in paragraph 2) from the services provided under the contract and if attendance or participation by offenders is voluntary. For example, the BOP permits-but would not reimburse a contractor to provide offenders with a chaplain to assist offenders who request spiritual counsel, prayer, instruction from a sacred text, or the opportunity to worship. Unless specifically requested in the solicitation, such services should not be included as part of a proposal and will not be considered in the evaluation process.

[END OF SECTION]

Section I - Contract Clauses

Clauses By Reference

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/these address(es): www.acquisition.gov

Clause	Title	Fill-ins (if applicable)
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
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 (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	

Clause	Title	Fill-ins (if applicable)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.210-1	Market Research (Nov 2021)	
52.215-2	Audit and Records-Negotiation (Jun 2020)	
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data- Modifications (Jun 2020)	
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications (Jun 2020)	
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)	
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021)	
52.219-8	Utilization of Small Business Concerns (Oct 2018)	
52.219-9 Alt II	Small Business Subcontracting Plan (Nov 2021) - Alternate II (Nov 2016)	
52.219-16	Liquidated Damages-Subcontracting Plan (Sep 2021)	
52.219-28	Post-Award Small Business Program Rerepresentation (Sep 2021)	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	

Clause	Title	Fill-ins (if applicable)
52.222-3	Convict Labor (June 2003)	
52.222-4	Contract Work Hours and Safety Standards--Overtime Compensation (May 2018)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-35	Equal Opportunity for Veterans (Jun 2020)	
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)	
52.222-37	Employment Reports on Veterans (Jun 2020)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
52.222-41	Service Contract Labor Standards (Aug 2018)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-50	Combating Trafficking in Persons (Nov 2021)	
52.222-54	Employment Eligibility Verification (Nov 2021)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
52.223-6	Drug-Free Workplace (May 2001)	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (Jan 2017)	
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts For Prompt Payment (Feb 2002)	
52.232-9	Limitation on Withholding of Payments (Apr 1984)	
52.232-11	Extras (Apr 1984)	

Clause	Title	Fill-ins (if applicable)
52.232-17	Interest (May 2014)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)	
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)	
52.233-3	Protest after Award (Aug 1996)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.237-3	Continuity of Services (Jan 1991)	
52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
52.242-13	Bankruptcy (July 1995)	
52.243-1 Alt I	Changes-Fixed-Price (Aug 1987) - Alternate I (Apr 1984)	
52.244-2	Subcontracts (Jun 2020)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2022)	
52.246-25	Limitation of Liability-Services (Feb 1997)	
52.248-1	Value Engineering (Jun 2020)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
52.253-1	Computer Generated Forms (Jan 1991)	

Clauses By Full Text

52.21-603-70 Contracting Officer's Representative (COR) (June 2012)

(a) The Residential Reentry Manager, _____, is hereby designated as the Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

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

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of clause)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.215-19 Notification of Ownership Changes (Oct 1997)

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date established by the notice to proceed through a period not to exceed the last day of the base period as set forth in Section B and F, or the last day of an option period, if exercised, as set forth in Section B and F [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than one inmate day [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of the amounts as stated in Section B - Schedule of Supplies/Services *[insert dollar figure or quantity]*;
- (2) Any order for a combination of items in excess of the amounts as stated in Section B - Schedule of Supplies/Services *[insert dollar figure or quantity]*; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the last day of the Base Year or the last day of any exercised option periods *[insert date]*.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the current performance period *[insert the period of time within which the Contracting Officer may exercise the option]*.

(End of clause)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60-month, 5 years (months)(years).

(End of clause)

52.218-000 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (May 2008)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations. The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

[End of Clause]

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

See attached Wage Determination Revision (Section J. Attachment 12). This statement is for information only. It is not a wage determination.

(End of Clause)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired--

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(End of clause)

52.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address webpmsmh@navy.mil when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of Clause)

DJAR-PGD-15-03 Security of Department Information and Systems

I. Applicability to Contractors and Subcontractors

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

- A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as “data,” and “personally identifiable information” (“PII”), regardless of form.
- B. **Personally Identifiable Information (or PII)** means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.
- C. **DOJ Information** means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.
- D. **Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.
- E. **Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

III. Confidentiality and Non-disclosure of DOJ Information

- A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer (“CO”) or the CO’s Representative (“COR”) at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.
- B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.
- C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor’s knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

IV. Compliance with Information Technology Security Policies, Procedures and Requirements

- A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:
1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
 2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;

3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
 4. Maintaining authorizations to operate any Covered Information System;
 5. Performing continuous monitoring on all Covered Information Systems;
 6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
 7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
 8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
 9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;
 10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
 12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
 13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;
 14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
 15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
 16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
 17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
 18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.
- B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

- C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.
- D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.
- E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:
1. Media must be encrypted using a NIST FIPS 140-2 approved product;
 2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
 3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism;
 4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
 5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
- F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.
- G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.
- H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.
- I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.
- J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. Cloud Computing

- A. **Cloud Computing** means an Information System having the essential characteristics described in NIST SP 800-145, The NIST Definition of Cloud Computing. For the sake of this provision and clause, Cloud Computing includes Software as a Service,

Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report (“SAR”) to the DOJ CO for consideration as part of Contractor’s overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,

2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

VI. Information System Security Breach or Incident

A. Definitions

1. **Confirmed Security Breach** (hereinafter, “Confirmed Breach”) means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.

2. **Potential Security Breach** (hereinafter, “Potential Breach”) means any suspected, but unconfirmed, Covered Information System Security Breach.

3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.

B. **Confirmed Breach.** Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO’s Representative (“COR”). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, unless Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.

2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US-CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

VII. Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

VIII. Pass-through of Security Requirements to Subcontractors and CSPs

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>. [1] Applicable SORNs published by other agencies may be accessed through

those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

(2) Safeguarding PII Requirements

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) Non-Disclosure Agreement Requirement

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- (b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

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

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- (b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial
- (c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:
 - (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6]
Date, time, and location of the incident.

- (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
- (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
- (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

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

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

(6) *Victim Remediation*

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) *Records Management Training and Compliance*

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

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

(2) *Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

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

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

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] "[T]he term 'record' means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph." 5 U.S.C. § 552a(a)(4). "[T]he term 'system of records' means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual." 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), "'personally identifiable information' means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Regarding "sensitive PII," "[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals' names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information." OMB Circular A-130, at App. II-2.

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, "Contractors must notify the Contracting Officer, the Contracting Officer's Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines."

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term "information technology" means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term "project" is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021);

(Alt. I) -- Classified Information -- Cleared Contractors

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

___ (Check if applicable) Access to/safeguarding of classified information will be required. Alternate I sections also apply

1. General Requirements

(a) (1) All references to "contract(or) personnel" and "contract(or) employee" in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. "Employment" as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(Alt. I) [The following is added to the clause]: (2) Additionally, work performed under this contract will involve access to classified information [National Security Information (NSI)].

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer's Representative if one is appointed, have received the requisite security

(Alt. I) [The following is added to the Clause]: (2) All contractor employees requiring access to classified information will be processed by Defense Counterintelligence and Security Agency (DCSA) in accordance with the National Industrial Security Program (NISP). The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the SPM in consultation with the Contracting Officer's Representative (COR) if one is appointed, have received the requisite NSI Clearance.

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal

2. Citizenship and Residency Requirements

(a) Residency Requirement. (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department's residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances.

The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(Alt. I) [The following is added to the clause]: (2) The residency requirement does not apply to contractor employees working on the classified portion of this contract whose national security clearance has been processed by DCSA in accordance with the NISP.

(b) Citizenship. (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S.

(2) Exception for Certain Non-U.S. Citizen Contractor Employees: (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(Alt. I) [The following is added to the Clause]: (3) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(c) Dual Citizenship. (1) S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(Alt. I) [The following is added to the clause]: (2) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(d) Access to DOJ Information Technology Systems. Non-U.S citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system

support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) *Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space.* (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

3. Background Investigation Requirements

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed

- (i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
- (ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is
- (iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is

(Alt. I) [The following is added to the clause]: (2). Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(b) *Exception for Expert Witnesses.* Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) *Short-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

(d) *Long-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) *Non-U.S. Citizen Contractor Employees.* Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) *Reciprocity.* (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

(Alt. I) [The following is added to the clause]: (g) National security investigations will be accepted from other federal agencies under reciprocity guidelines provided all of the following are true: (i) The new position does not require a higher eligibility than what the subject currently possesses; (ii) the existing eligibility is not granted on an interim or temporary basis, or limited or one-time basis; (iii) the covered individual's eligibility is not currently denied, revoked, or suspended; (iv) the favorable adjudication was based on

the 13 Adjudicative Guidelines (SEAD 4) and E.O. 12968. Agencies may accept eligibility recorded with an exception based on their own risk assessment; (v) the most recent background investigation is not more than seven years old; (vi) there is no new derogatory information of national security adjudicative relevance that has been reported/developed since last investigation; (vii) the Bond Amendment disqualifier (SEAD 4) does not apply and individual requires SCI, SAP, or restricted access; and (viii) the subject does not have a break in federal service of 24 months or longer.

4. Background Investigation Process

(a) e-QIP (or its successor). Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its “e-QIP Initiator” and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator’s security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.

(b) Additional Documentation. (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor’s Corporate Security Officer:

- (i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
- (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
- (iii) OF-306, Declaration for Federal Employment.
- (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
- (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
- (vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

(c) Adjudication and Pre-Employment Background Investigation Waivers

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for public trust contractors can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee’s favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);

2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed DOJ *Self-Reporting Requirements for All Contractor Personnel* (see Section 1.6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this

(Alt. I) [The following is added to the clause]:

(5) (1) *For classified contracts, the contractor shall possess or be capable of obtaining a Department of Defense Central Adjudication Facility (DODCAF) Defense Industrial Security Clearance Facility Cage Code and the security clearance required to fully perform this contract. As directed by the COR or SPM, the contractor shall submit the information necessary to allow the Government to prepare and obtain for the Contractor a "Department of Defense Contract Security Classification Specification" (DD Form 254) for this contract. Where such clearance is required, the contractor agrees to provide information and access to contractor facilities as may be required by federal government investigators.*

(2) *Immediately after contract award (or post-award receipt of the required Facility Clearance), the contractor's Facility Security Officer (FSO) shall furnish to the COR a list of all personnel proposed to work under this contract who have been processed in accordance with the NISP by the DCSA. The contractor shall update this information as individuals are added or separated from the contract and the FSO shall provide the updated list to the COR.*

(3) *For each contractor employee who requires access to classified information under this contract, the contractor shall forward a Visit Authorization Request (VAR) indicating the current background investigation information and clearance level to the COR.*

5. Identity Proofing and Badging

(a) Access to DOJ Information, federally-controlled IT systems, and/or unescorted access to federally-controlled facilities or space (regardless of whether the contractor employee will be issued a DOJ PIV card or building access badge) shall be made available after each respective contractor employee has (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this

(b) (1) Public Trust contractor employees must appear in person at least once before a DOJ official or an official of a trusted contract company (i.e., has a facility security clearance) who is responsible for checking two forms of identification in original form prior to commencement of work by the contractor employee and PIV card or building access badge issuance (as applicable). Approval will be documented by the DOJ official or an official of a trusted contract company. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID).

(c) *(Alt. I) [The following is added to the clause]: (2) All contractor employees requiring access to classified information must appear in person at least once before an official of the contractor possessing the facility clearance, who is responsible for checking the identification documents. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID). This identity proofing must be completed prior to commencement of work by the contractor employee under this contract and badge issuance (as applicable) and must be documented by the contractor official.*

(d) All contractor employees requiring unescorted access to a DOJ controlled facility or space shall comply with the PIV card or building access badge requirements outlined below:

(i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access PIV cards require additional processing time and will not likely be issued on the same day.

(ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. Employee Reporting Requirements

(a) All contractor employees must sign the DOJ *Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and

(b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ

(c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting

7. Replacement Personnel

(a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.

(b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.

(c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.

(d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

Section J - List of Attachments

Identifier	Title	Number of Pages
1	Statement of Work (SOW) Residential Reentry Center, March 2022 SOW	173
2	Performance Summary Table	5
3	Environmental Cert of Compliance Checklist	5
4	Sample Community Notification Letter	2
5	Sample Client Notification Letter	1
6	Sample Bank Notification Letter	1
7	Federal Bureau of Prisons Service Contract Business Management Questionnaire	5
8	COMPLIANCE MATRIX March 2022	15
9	RRC Contract Facility Certification of Compliance	1
10	Local Area Concerns within a half-mile radius	2
11	Federal Bureau of Prisons Subcontracting Plan - Attached separately	8
12	Wage Determination No. 2015-4549 Rev. 19 DOL 7.29.2022.pdf	14

Section K - Representations, Certifications and Other Statements of Offerors

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

Provision	Title	Fill-ins (if applicable)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	

Provisions By Full Text

K.1 Subcontract Certification

This contract does ☐ does not ☐ provide for any subcontracting possibilities. If answer is in the affirmative, offeror will submit ☐ a subcontracting plan in accordance with the requirements of FAR 52.219-9.

52.204-8 Annual Representations and Certifications (Jan 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 623990 [insert NAICS code].

(2) The small business size standard is \$14 Million [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

___ (i) Paragraph (d) applies.

___ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that--

(1) It __ will, __ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It __ does, __ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"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).

(b) The offeror ___ has ___ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-12 Certification Regarding Tax Matters (Oct 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has ___ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ___ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ___, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification. [Offeror shall check either (1) or (2).]*

___ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/undersecretary-for-arms-control-andinternational-security-affairs/bureau-ofarms-control-verification-andcompliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described

in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/undersecretary-for-arms-control-andinternational-security-affairs/bureau-ofarms-control-verification-andcompliance/>; or

___ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

Section L - Instructions, Conditions and Notices to Offerors

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

Provision	Title	Fill-ins (if applicable)
52.204-22	Alternative Line Item Proposal (Jan 2017)	
52.215-1	Instructions to Offerors-Competitive Acquisition (Nov 2021)	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
52.204-7	System for Award Management (Oct 2018)	

Provisions By Full Text

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed unit price, Indefinite Delivery, Indefinite Quantity (with a one-year base period and four, one-year options) type [Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Procurement Executive, Federal Bureau of Prisons, 320 First Street NW, Room 901-5, Washington, DC 20534.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.
 - (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
 - (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
 - (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
 - (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
 - (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
 - (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
 - (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
 - (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
 - (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.
- (End of Clause)

L.1 Freedom of Information Act

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to Federal Agencies for copies of Technical/Management and Business Proposals from other than Government sources. The offeror should identify information in its Technical/Management and Business Proposals the offeror believes should be withheld from these sources, on the basis the proposals consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b) (4) of the FOIA). This identification will assist in the decision by a responsible federal official to disclose or withhold the requested information.

If an offeror considers elements of its proposal to be exempt under FOIA, ensure the following notice is annotated on the title page of the proposal:

Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages _____. The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is considered confidential or privileged, and not subject to mandatory disclosure under the FOIA. All information in an offeror's proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures

will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the offeror. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

L.2 Notice of Award

Information concerning award of competitive solicitations will be disclosed to offerors as required by regulations applicable to negotiated procurements at Federal Acquisition Regulation 15.503(b). Debriefing of unsuccessful offerors is not anticipated, unless specifically requested as prescribed by the Federal Acquisition Regulation.

L.3 Disposition of Proposals

Following selection of the successful contractor and contract award, the original unsuccessful proposals will be retained for the contract file at the contracting office and the remaining copies will be disposed of by shredder.

L.4 Proposals

Electronic copies of proposals are to be submitted in Adobe Acrobat (PDF) format. Proposals shall be submitted in three separate volumes. Technical/Management should be submitted in separate volumes/folders/files with Business and Past Performance Information Proposals via PDF format (No hard copies needed) electronically email to the Contracting Officer.

If the attachment size for each Proposal (Volume I – Technical Management/Proposal, Volume II Business Proposal, and Volume III – Past Performance Information) exceeds 20 Megabits (MB) the proposal must be broken down and sent in separate emails as to not exceed the maximum email submission size of 20 MB. Contractors must email the Contracting Officer 6 hours prior to solicitation closing date stating a proposal submission is forthcoming. The contractor must request verification from the Contracting Officer the day the proposal is submitted and it must be received prior to closing time and date of the solicitation.

Volume I, II and III shall be submitted in separate folders/files via email in PDF format.

Volume I - Technical/Management Proposal: Offeror's written Technical/Management Proposal shall follow the format of the Compliance Matrix and shall include notification to law enforcement and elected officials, documentation of community support, floor plans, right-to-use (i.e. lease, and/or bill of sale). NO PRICING information shall be in Volume I.

Volume II -Business Proposal: Sections A, B, J, and K. Volume III -Past Performance Information.

Note, the offeror shall ensure the PDF attachments are in good working order and are able to be read and viewed by the Contracting Officer.

L.5 Content of Technical/Management

(a) An offeror's Technical/Management Proposal is a critical consideration in the Government's award of a contract.

ALL TECHNICAL/MANAGEMENT PROPOSALS SHALL CONTAIN DOCUMENTATION REGARDING RIGHT TO USE; LAW ENFORCEMENT NOTIFICATION, NOTIFICATION OF ELECTED OFFICIALS (SEE PART (g) BELOW); DOCUMENTATION OF COMMUNITY SUPPORT (SEE PART (h) BELOW); AND FLOOR PLANS.

****Law Enforcement and Public Official** means an appointed, elected, or employed person whose opinion, approval, or concurrence as to the propriety of the use of the offeror's proposed sites is required under any and all applicable laws of the municipality, city, town, village, etc. in which the program is to be located. The offeror's Technical/Management Proposal submitted in response to this solicitation must be specific and complete, illustrating in detail the offeror's interpretation of and conceptual approach to accomplish tasks required by the Statement of Work/Specification and the solicitation.

The Technical/Management Proposal should evidence the offeror's proposed methodology and techniques for performance, Technical/Management resources, experience, and background, as well as unique or specialized skills and expertise of the offeror's organization and personnel to be utilized in accomplishing contractual requirements. Bureau representatives will conduct an on-site evaluation of offerors' performance location and facility. The purpose of this inspection is to obtain information for use in determining if the site is in compliance, or capable of being brought into compliance with contractual requirements (Section M.4, 2.1 Site Location). Offerors would benefit themselves by obtaining services of a certified National Fire Protection Association Inspector to determine their compliance with the requirements of this solicitation. Offerors not familiar with their obligations under Section C, Chapter 4, as well as other requirements in the Statement of Work and this solicitation place themselves in significant jeopardy, if non-compliant,

following award of a contract. A separate cover sheet is required in the Technical/Management Proposal indicating the place of performance, and an available contact person (Authorized Negotiator) with all authority to obligate the offeror (including telephone number). The contact person shall be present during on-site evaluation.

(b) The Technical/Management Proposal should be prepared intelligibly and economically, providing a direct and consider description of the offeror's capabilities to successfully perform the services required. The offeror's Technical/Management Proposal shall not indicate prices being sought.

(c) The Technical/Management Proposals shall follow the format in the Compliance Matrix.

(d) The Technical/Management Proposals shall be prefaced by the following:

(1) Table of Contents. (Listing areas as outlined in the Compliance Matrix)

(2) List of Tables and Drawings. (If applicable)

(e) The Technical/Management Evaluation Factors, located in Section M, of this solicitation shall be used by a Source Selection Evaluation Board (also known as a Technical/Management Evaluation Panel) in evaluating and rating Proposals from a technical/management standpoint. Technical/Management Proposals must specifically address the factors outlined in the Compliance Matrix (located in Section J).

(f) (1) All proposals shall provide evidence supporting the offeror's Right-To-Use the proposed facility. Acceptable evidence of Right-To-Use is limited to deeds, leases, bills of sale, options to lease, options to buy, contingency leases or contingency deeds. Offeror shall notify the Contracting Officer immediately if the offeror loses its right-to-use the proposed facility.

(2) The Bureau may award a contract based on the initial submittal of offers; therefore, offerors shall consider each proposal as a final proposal revision offer unless otherwise instructed by the Contracting Officer. It is the responsibility of the offeror to meet all solicitation requirements. If an offeror chooses to submit a proposal that contains changes or deviations to the original solicitation requirement, then the offeror will clearly identify the changes and the location of the changes. Failure to provide this information with the technical/management proposals may result in elimination from consideration for contract award.

(3) Only one request for a change in an offeror's proposed facility may be considered by the Contracting Officer. This request must be received by the Contracting Officer within 60 days of the initial proposal submission. All requests for a site change must include all site information required herein. Cost reimbursements to the government will be made in accordance with Chapter 24 of the Statement of Work.

(4) Any proposed change following submission of initial proposals will be considered an unsolicited proposal modification which may result in elimination from the competitive range.

(g) It is the intent of this requirement that offerors ensure notifications are made to law enforcement, elected officials at the local level and the respective Congressional delegation representing the proposed location.

Offerors shall submit proof of notification to the following:

(1) The law enforcement agency with primary jurisdiction (e.g., Chief of Police, Sheriff) and at least two levels of local government officials (e.g., City Council Member, Mayor, County Board Member, City Commissioner) of their intent to open and operate a residential reentry program as identified in the solicitation. Offerors shall provide the Bureau with an explanation of the local government structures and the names, titles, addresses, and telephone numbers of local elected government and law enforcement officials. The proof shall be a signed copy and receipt of each notification sent via registered or certified mail to the Chief Executive Officer of the law enforcement agency and two levels of public officials of the geographical area in which the proposed facility is located.

(2) The respective Congressional delegate for the proposed location of their intent to respond to 15BRRC22R00000007 at the following location: geographic located within city limits of Ocala, Florida within the county of Marion. The proof shall be a signed copy of the notification and receipt sent via registered or certified mail to the respective Congressional delegation. Each notification shall provide an accurate description of the program services the contractor will provide under any prospective contract to include, but not limited to, the contractor's mission statement; the size of the proposed facility; the specific address location of the proposed facility; the type of offender the Statement of Work indicates could be placed at the proposed facility; and the contractor's inmate accountability practices. The proof of notification and a copy of the contents of the notification material submitted to the law enforcement agency with local jurisdiction, local officials, and the respective Congressional delegation shall be part of the response to the Bureau of Prisons' solicitation. Failure to provide this information with the technical/management proposals may result in elimination from consideration for contract award.

(h) Offerors shall submit documentation to evidence community support or acknowledgment for the location of the proposed site (e.g., letters of affirmation from Public Officials, minutes of Community Relation Board meetings that indicate community support or acknowledgment for the proposed site, petitions of support, etc.). The documentation shall not be dated prior to the date the Request for Information (RFI) was posted on the Federal Business Opportunities website www.Beta.SAM.gov. It is the intent of this requirement that the offeror ensures a positive and affirmative relationship is in existence prior to establishing the site.

(i) The Government reserves the right to conduct discussions if the Contracting Officer determines them necessary. If not contained in the initial proposal, offerors shall provide the Contracting Officer with valid proof of all zoning and local ordinance requirements necessary for the operation of Residential Reentry Center, or any other program specified on the Work Statement applicable to any and all proposed performance sites within 90 days after the date of the initial proposal submission. In addition, the offeror is required to maintain proper zoning throughout the life of the contract. Offeror shall notify the Contracting Officer immediately if the offeror loses zoning approval for the proposed facility. An offeror's failure to establish and maintain proof may result in elimination prior to award and termination for default following award.

(j) Contract performance will be 120 days after the date of contract award, unless otherwise specified by the Contracting Officer. Subsequent to a contract award and prior to the performance date (usually not more than 120 days following award), a representative of the Bureau will again inspect the successful offeror's Performance Facility and Programs to determine actual compliance with all requirements of the Statement of Work.

L.6 Content of Business Proposal

The Business Proposal must be entirely separate from the Technical/Management Proposal and shall include the following:

(A) Completed Sections A, B and K.

(B) The business proposal shall include the following items from Section J:

(1) Business Management Questionnaire -The Questionnaire is to be completed and included in each copy of the offeror's business proposal.

(2) Small Business Subcontracting Plan -For an offeror whose firm is other than a small business, the Subcontracting Plan is to be completed and included in each copy of the submitted Business Proposal. In accordance with Federal Acquisition Regulation (FAR) 19.702(b)(1), Subcontracting Plans are not required from small business concerns.

(3) Environmental Issues -Activities which are implemented, in whole, or in part, with federal funds must comply with applicable statutes and regulations established to protect the human and physical environment. Such statutes often include, but are not limited to, the National Environmental Policy Act, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Endangered Species Act, the National Historical Preservation Act, and other applicable environmental laws, regulations and requirements.

A Federal Bureau of Prisons Environmental Checklist for Community Corrections Programs is included in Section J. Offerors have an affirmative duty to continue to update any and all changes to the checklist that may arise from modifications to offeror's proposal up to time of contract award. An Environmental Assessment (EA) prepared by the offeror will likely be required pursuant to the National Environment Policy Act if your proposal involves substantial new construction. To be eligible for award the EA must be capable of supporting a "Finding of No Significant Impact" (FONSI). No contract shall be let prior to the issuance of a FONSI if applicable.

Other proposals may also require an EA or additional documentation following review of your submitted checklist. Additional documentation for an Environmental Impact Statement (EIS) may also be required for substantial new construction. Offerors are required to prepare an EA upon request by the Bureau. Whether or not an EA is required, or whether the EA supports a FONSI determination, will be left to the Contracting Officer's discretion. All offerors are advised that the Government reserves the right to disclose or make public any environmental documentation or other information provided in response to the solicitation. Such disclosures would typically occur in Environmental Impact Statements, Environmental Assessments, public hearings, comment periods and other public forums. The following websites provide additional information concerning the National Environmental Policy Act (NEPA) and how the information may be used:

<http://ceq.eh.doe.gov/nepa/regs/ceq/1500.htm>

<http://ceq.eh.doe.gov/nepa/regs/ceq/1502.htm>

<http://ceq.eh.doe.gov/nepa/regs/40/1-10.htm>

<http://ceq.eh.doe.gov/nepa/regs/40/30-40.htm>

L.7 Content of Past Performance Proposals

The past performance information must address all elements contained in the Compliance Matrix (located in Section J). Sample client notification and bank notification letters are contained in Section J of this solicitation. It is the offeror's responsibility to issue client notification and bank notification letters to prospective references from whom past performance information will be sought.

L.8 Pre-Award Survey

The Government reserves the right to conduct a pre-award survey.
[END OF SECTION]

Section M - Evaluation Factors for Award

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

Provision	Title	Fill-ins (if applicable)
52.217-5	Evaluation of Options (July 1990)	

Provisions By Full Text

M.2 Technical/Management Evaluation Panel

The evaluation criteria at M.4 will be utilized by a Technical/Management Evaluation Panel in analyzing each Technical/Management Proposal submitted in response to this solicitation

M.3 Award Without Discussions

Offerors are advised an award may be made without discussions (see provision 52.215-1, Instructions to Offerors Competitive Acquisition). The Contracting Officer cannot overemphasize the necessity for the initial proposal of an offeror to provide the Government with sufficient information identifying the offeror's best terms from a cost or price and technical/management standpoint.

M.4 Evaluation Criteria and Their Relative Importance

Offeror proposals will be evaluated in three areas: Past Performance, Technical/Management and Price. Technical/Management and Past Performance, when combined (Non-Price), are significantly more important than Price. In the Non-Price areas, Past Performance is more important than Technical/Management. The Technical/Management areas are composed of the six factors, listed in paragraph 2.0. Offerors should recognize that Price, although of lesser importance than Technical/Management and Past Performance, might contribute substantially to the Source Selection Official's (SSO's) contract award decision. As the evaluation of competing offeror proposals in the Technical/Management and Past Performance areas become more equal in rating, the more important Price will become in selecting the best value for the Government.

The Government will assign an adjectival rating to each of the factors/subfactors identified below as well as assigning an overall adjectival rating to each of the evaluation areas. The adjectival rating depicts how well the offeror meets the evaluation areas/factors/subfactors and solicitation requirements. The adjectival definitions are defined below:

EXCEPTIONAL: Offeror's technical proposal exceeds requirements of the solicitation in many areas. Benefits to the Government/Bureau are identifiable.

VERY GOOD: Offeror's technical proposal meets requirements of the solicitation and exceeds requirements in some areas. Benefits to the Government/Bureau are identifiable. Problems may exist, but are minor, and may be resolved through discussions.

SATISFACTORY: Offeror's technical proposal meets the requirements of the solicitation. Some minor problems exist, but can be resolved through discussions.

MARGINAL: Offeror's technical proposal does not meet some of the requirements of the solicitation. Contractor's technical proposal has identified problems that may result in a negative impact on service delivery (a negative impact on the Government). Problems are serious but can be resolved through discussions.

UNSATISFACTORY: Offeror's technical proposal fails to meet most of the requirements of the solicitation. Technical proposal has problems that will result in a negative impact on service delivery (a negative impact on the Government). Problems are serious, and it is not likely that they can be resolved through discussions.

1.0 Past Performance Evaluation Area

The Past Performance area addresses the Government's confidence in the offeror's probability of successfully performing the effort as proposed based on their record of performance in current and past relevant contract efforts. The Past Performance evaluation will be accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance that is relevant to the Past Performance factors outlined below.

The recency and relevancy of Past Performance information is critical to the Government's evaluation. More recent, more relevant performance information will have a greater positive impact on the Past Performance evaluation than less recent, less relevant performance. The Government may consider efforts performed by the offeror for agencies of the federal, state, or local governments and commercial customers as potentially relevant to the Past Performance evaluation. Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Offerors without a record of relevant company past performance or for whom information on Past Performance is not available will not be evaluated favorably or unfavorably on Past Performance.

The specific Past Performance factors for 1.1 through 1.5 for In-House RRC services are described below and are equal in importance to each other. Past Performance factor 1.6 for Home Confinement is composed of two subfactors which are equal in importance: (1) Home Confinement Accountability; and (2) Home Confinement Programming. The Home Confinement subfactors are described below as well. The evaluation factors for elements related to the In-House RRC services will be given greater significance over those related to Home Confinement services. However, all elements will be considered when determining the overall rating. Each factor considers the offeror's record of performance and level of success in:

1.1 FACTOR: In-House RRC - Accountability

The offeror's record of performance and level of success in developing and implementing offender accountability programs.

1.2 FACTOR: In-House RRC - Programs

The offeror's record of performance and level of success in assisting offenders in successfully reentering the community. The offeror's ability to leverage and network with other relevant community resources to offer offenders a more comprehensive and robust support structure.

1.3 FACTOR: In-House RRC - Community Relations

The offeror's record of performance and level of success in acquiring and maintaining public support for residential reentry programs.

1.4 FACTOR: In-House RRC - Personnel

The offeror's record of performance and level of success in recruiting, training and retaining an adequate staff of personnel with the necessary skills and integrity to ensure successful, continuous performance of the contract.

1.5 FACTOR: In-House RRC - Communications and Responsiveness

The offeror's record of performance and level of success in ensuring open communications about and rapid response to customer needs and requirements.

1.6 FACTOR: Home Confinement

This factor is composed of two subfactors: (1) Accountability and (2) Programming.

1.6.1 Subfactor: Home Confinement - Accountability

The offeror's record of performance and level of success in developing and implementing offender home confinement accountability programs.

1.6.2 Subfactor: Home Confinement - Programming

The offeror's record of performance and level of success in assisting offenders in successfully reentering the community through home confinement. The offeror's ability to leverage and network with other relevant community resources to offer offenders a more comprehensive and robust support structure.

2.0 Technical/Management Evaluation Area

The Technical/Management area is composed of six factors: (1) Site Location; (2) Accountability and Security; (3) Programs; (4) Facility; (5) Personnel; and (6) Home Confinement. Site Location is composed of two subfactors, which are equal in importance: (1) Site Validity and Suitability; and (2) Community Relations Program. Home Confinement is composed of two subfactors which are equal in importance: (1) Home Confinement Accountability; and (2) Home Confinement Programming.

The evaluation factors for elements related to the In- House RRC services will be given greater significance over those related to Home Confinement services. However, all elements will be considered when determining the overall rating. The specific Technical/Management area factors are described below:

2.1 FACTOR: Site Location

This factor is composed of two subfactors: (1) Site Validity and Suitability and (2) Community Relations Program.

2.1.1 SUBFACTOR: Site Validity and Suitability

The Site Validity and Suitability subfactor evaluates the proposed site location and considers the validity of the offeror's right to use and zoning approval. The assessment of validity includes both the legality of the instrument and the nature of the interest and appropriate zoning as it relates to any potential risk it poses to the Government. This subfactor also evaluates the suitability of the site location with regards to local area concerns and the responsiveness to proximity requirements defined in the SOW and RFP Section J.

2.1.2 SUBFACTOR: Community Relations Program

The Community Relations Program subfactor evaluates the innovativeness, credibility and comprehensiveness of the offeror's proposed program for educating and interacting with the local community in order to acquire and maintain positive community relations and partnerships to include the development of a Community Relations Board.

2.2 FACTOR: Accountability and Security

This factor evaluates the comprehensiveness, credibility and innovativeness of the offeror's offender accountability program. The offeror will be evaluated on the plans, procedures and practices they will employ to ensure that offenders are accurately accounted for, at all times, while (1) in the facility; (2) at work assignments; and (3) in all other activities in the community. This factor evaluates the contractor's security plan that provides a safe and secure environment for both staff and offenders. This factor also evaluates the contractor's procedures and policies for resident's possession and use of smartphones. This factor will also evaluate the option for the government to require the contractor to provide smartphones to residents, which have GPS tracking and utilize biometrics (option to be exercised at time of award).

2.3 FACTOR: Programs

This factor evaluates the quality, comprehensiveness, and innovativeness of the offeror's plan to assist offenders successful reentry into the community. This includes the evaluation of the offeror's programs for assisting offenders in meeting the identified elements of their Individualized Program Plan (IPP). The IPP will address all of the resident's needs and risks identified by the BOP and the RRC. This factor also includes an evaluation of the offeror's development of a cognitive behavioral program and the offeror's development and fostering of collaborative relationships with a network of community resources, social services, and support providers in order to offer a more comprehensive and robust support structure for the offender.

2.4 FACTOR: Facility

This factor evaluates the offeror's proposed facility with regard to (1) facility design as indicated in the floor plans, site plans, and photographs; (2) degree of compliance to applicable local, state, national health, safety, environmental laws, regulations, Executive Orders, building codes, and SOW; (3) the soundness and credibility of the offeror's plan for ensuring operational availability within 120 days after contract award; and (4) the offeror's ability to meet the requirements of Chapter 15, Food Services.

2.5 FACTOR: Personnel

This factor evaluates the offeror's comprehensiveness, credibility and innovativeness of the offeror's approach for recruiting, training and retaining an adequate staff of Residential Reentry Program (RRP) personnel with the necessary skills to ensure successful, continuous performance of the contract. This also includes evaluating the effectiveness of the offeror's plan for ensuring all personnel will be aware of and abide by the standards of employee conduct as defined by the SOW, Chapter 2.

2.6 FACTOR: Home Confinement

This factor is composed of two subfactors: (1) Accountability and (2) Programming.

2.6.1 SUBFACTOR: Accountability

The factor evaluates the comprehensiveness, credibility and innovativeness of the offeror's home confinement offender accountability program. The offeror will be evaluated on the plans, procedures, and practices they will employ to ensure that offenders are accurately accounted for at all times while on home confinement.

2.6.2 SUBFACTOR: Programming

This factor evaluates the quality, comprehensiveness and innovativeness of the offeror's plan for providing a home confinement program to meet the individual needs of each offender and assist their reentry into the community. This includes an evaluation of the offeror's programs for referring all eligible and appropriate candidates for home confinement, the referral process for placing individuals on home confinement and the use of direct home confinement placement.

3.0 Price Evaluation Area

The Government will evaluate the offeror's price for the overall requirement to ensure it is reasonable. The offeror's evaluated price will be assessed against the evaluation results of the non-price areas in conducting possible tradeoff analysis and determining best value to the Government. However, as offerors' proposals become more equal in the non-price factors, the overall price of the entire contract will be given greater importance.

The Government will review the offeror's proposal to ensure that its staffing pattern includes the requirements set forth in the Statement of Work Chapter 2 - Personnel.

The price analysis will be conducted by calculating the in-house RRC services inmate daily rate applicable for 16 Federal offenders and the home confinement services inmate daily rate applicable for 10 home confinement placements based on a 30-day month for each performance period. The calculated inmate daily rates will be added to the inmate daily rates proposed for each tier during the same performance period and divided by four to determine the average inmate daily rate for the performance period. The average inmate daily rate will be applied to the maximum number of days to determine the price for the performance period.

Risk Assessment Area

The Government will conduct a proposal risk assessment. The proposal risk assessment reflects the Government's degree of confidence in the offeror's ability to perform the effort described in their Technical/Management proposal. Proposal risk considers if any aspect of the proposed Technical/Management solution could pose potential adverse impacts on price, schedule or performance of the effort. A separate proposal risk assessment and rating may be applied to all evaluation criteria, with the exception of the subfactor "Site Validity and Suitability." In this subfactor, the level of risk associated with the offeror's proposal is inherent in the subfactor definition and will thus be reflected in the subfactor color/adjectival rating and rationale. The findings and results of the proposal risk assessment will be a general consideration in determining the best value offeror to the Government.

(End of Section)

M.1 Evaluation Factors For Award

Award will be made to the offeror whose proposal, conforming to this solicitation, is determined to be in the best interest of the Government, price and other factors considered. Other factors include:

- (A) The offeror's compliance with those minimum standards prerequisite to an affirmative determination of responsibility as defined by Section 9.104-1 of the Federal Acquisition Regulation.
- (B) The offeror's compliance with those minimum or mandatory technical/management requirements to the extent specified in the Terms and Conditions and/or specifications contained in this solicitation.
- (C) All factors at M.4 above, upon which a comparative rating of proposals will be based in accordance with the relative order of importance accorded each respectively.

STATEMENT OF WORK

(SOW)

RESIDENTIAL REENTRY CENTER

March 2022

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P.S. 1330	Administrative Remedy Program
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P.S. 1480	News Media Contacts
P.S. 1600.11	National Occupational Safety and Health Policy
P.S. 1600.12	National Environmental Protection Policy
P.S. 1600.13	National Fire Protection Policy
P.S. 3735	Drug Free Workplace
P.S. 4700.06	Food Service Manual
P.S. 5270	Inmate Discipline
P.S. 5280	Furloughs
P.S. 5324	Sexually Abusive Behavior Prevention and Intervention Program
P.S. 5553	Escape/Death Notifications
P.S. 5800	Correctional Systems Manual
P.S. 6060	Urine Surveillance and Narcotic Identification
P.S. 6190.04	Infectious Disease Management
P.S. 6360.01	Pharmacy Services
P.S. 6590	Alcohol Surveillance and Testing Program
P.S. 7310	Community Corrections Center (CCC) Utilization and Transfer Procedures
P.S. 7320	Home Confinement

P.S. 7570 Contract Staff Integrity for Privately Operated
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Program Statements may be found on the BOP's website, www.bop.gov. It is the BOP's expectation that the contractor maintains and implements subsequent policy updates as they occur. This will require the contractor to routinely review program statements to ensure they are utilizing the most current version. Additional guidance or interpretation of policy statements is at the discretion of the BOP.

CONTRACTOR REQUIRED TRAINING

(Referenced in the Statement of Work)

Training	Chapter Referenced
Staff will annually review the contractor's operation manual. This review will be documented.	1
Staff will be provided 20 hours of annual training on required topics.	2
Staff must receive 40 hours of training on duties and responsibilities prior to working with federal residents. Sixteen of these hours may be on the job training under direct staff supervision.	2
A minimum of one key staff will attend BOP training when offered.	2
Staff will acknowledge receipt and understanding of contractor's Employee Standards of Conduct, prior to working with federal residents.	2
The contractor will develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault/misconduct prevention/, and intervention program.	2
The contractor will provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteer Manual."	2
The contractor will train all staff in emergency procedures within one week of their initial employment. In addition, the contractor will include emergency training in annual refresher training.	4
The contractor will train all staff in the proper handling and use of all hazardous, toxic, caustic, and flammable materials within two weeks of initial employment, whenever a new hazard is introduced into the work area, and annually thereafter.	7

The contractor will train staff on proper techniques for resident pat searches, and room, vehicle, and common area searches within the first week of employment and annually thereafter. 12

The rules of conduct and sanctions for resident discipline infractions will be defined in writing and communicated to all staff. 13

Staff must be familiar with the Administrative Remedy Program Statement prior to working with federal residents. 14

Staff must be properly trained in the use of Naloxone. 16

EXPLANATION OF TERMS

BUREAU OF PRISONS (BOP, Bureau) - A component of the Department of Justice responsible for federal offenders sentenced to a term of imprisonment.

BOP WEBSITE - www.bop.gov

CALIFORNIA TECHNICAL BULLETINS - The California Bureau of Home Furnishings and Thermal Insulation (BHFTI) enforces California statutes and regulations governing upholstered furniture, bedding, and thermal insulation industries.

The bulletins referenced in this SOW are published by the California BHFTI. The BHFTI bulletins are available by contacting the following address: 3485 Orange Grove Avenue; North Highlands, California, 95660; (916) 574-2041.

CONTRABAND - Anything not authorized for retention by the facility rules and regulations or not issued by authorized staff.

CONTRACT AWARD DATE - The date the Contracting Officer signs the contract.

CONTRACT EMPLOYEE - Individuals hired by the contractor to perform services required by this SOW. The terms contract employee, employee, staff, and contract staff are used interchangeably throughout this document.

CONTRACT OVERSIGHT SPECIALIST (COS) - A BOP employee who, under the direction of the RRM, inspects and monitors contract compliance.

CONTRACTING OFFICER (CO) - A BOP employee with the authority to enter into, administer, negotiate, award, cancel, and/or terminate contracts, and make related determinations and findings on behalf of the United States Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) - A BOP employee, designated in writing by a CO (ordinarily a RRM), to act as an authorized representative in monitoring and administering a contract. The COR acts as a technical liaison between the contractor and the CO on contracting matters (see Section G of

the solicitation for an expanded outline of these authorities and responsibilities).

CONTRACTOR - The individual, partnership, corporation, or other legal entity who has been awarded a contract by the BOP. Contractor employees, staff, provider, and contractor are used interchangeably throughout this document. All staff from the Chief Executive Officer (CEO) level to line staff is included.

DISABILITY - A person with a disability has a permanent physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is perceived as having such impairment.

DISCIPLINE HEARING OFFICER (DHO) - A BOP employee responsible for conducting fact-finding hearings covering alleged acts of misconduct and violations of prohibited acts including those acts which could result in criminal charges.

EMERGENCY - Any significant disruption of normal facility procedures, policy, or activities such as adverse weather, bomb threat, disturbance, escape, fire, hostage situation, work or food strike, etc.

ELECTRONIC MONITORING EQUIPMENT - Equipment which monitors a federal offender's compliance with the RRC Electronic Monitoring Program's conditions.

FEDERAL LOCATION MONITORING PROGRAM (FLM) - A program wherein the United States Probation Office, through an agreement with the BOP, monitors offenders in the community.

HOME CONFINEMENT - A term used to cover all circumstances in which a federal offender is required to remain at home during non-working hours of the day.

INDIGENT - An individual who is (i) without income, or, (ii) whose income is below the Federal Poverty guidelines for the local area, as published by the Department of Health and Human Services, or, (iii) without sufficient resources to provide for basic needs (e.g., housing, food, clothing, and transportation). An individual's liabilities (e.g., restitution, fees, child support obligations) should be considered when determining indigence.

INMATE - See resident.

INVESTIGATING OFFICER - Refers to the disciplinary process. The term "Investigating Officer" refers to an employee of supervisory level who conducts the investigation concerning alleged charge(s) of offender misconduct. The Investigating Officer may not be the employee reporting the incident or one who was involved in the incident in question.

NFPA, NATIONAL FIRE PROTECTION ASSOCIATION - Headquartered in Quincy, Massachusetts, USA, is an international, nonprofit, membership organization founded in 1896 to protect people, their property and the environment from destructive fire. The mission of NFPA is to reduce the burden of fire on the quality of life by advocating scientifically based consensus codes and standards, research and education for fire and related safety issues.

The codes referenced in this SOW are available by contacting NFPA.

OSHA, OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION - Regulates occupational safety and health standards which require conditions, or the adoption or use of one or more practices, means, methods, operations, or processes, reasonably necessary or appropriate to provide safe or healthful employment and places of employment.

OFFENDER - See resident.

OFFEROR - The individual, partnership, corporation or other legal entity who submits a proposal in response to the BOP's needs outlined in a solicitation.

PROGRAM STATEMENT (P.S.) - A BOP written directive that establishes policy procedures in a given area (available on BOP website).

PRELIMINARY SITE INSPECTION - One BOP scheduled on-site inspection of the offeror's facility and location (place of performance) for evaluating the proposed site.

PREOCCUPANCY INSPECTION - One BOP scheduled on-site inspection of the contractor's place of performance to ensure facility repairs and/or renovations have been completed and minimum

programmatic requirements have been met so performance may begin.

PRE-TRIAL DEFENDANT - Ordinarily means a person awaiting trial, being tried, or awaiting a verdict, as well as a person awaiting sentence after having pleaded or been found guilty when the BOP has not received notification of conviction.

PRE-TRIAL SERVICES OFFICER (PSO) - An officer of the federal court responsible for supervising federal defendants before trial or sentencing, as directed by the federal court. PSOs are more common in large metropolitan areas. U.S. Probation Officers (USPOs) function in the capacity of a PSO in most judicial districts. The terms USPO and PSO may be used interchangeably throughout this document regarding pre-trial service defendant responsibilities.

PRISON LITIGATION REFORM ACT (PLRA) - For the purpose of this SOW, the RRM will identify PLRA cases for the contractor with specific instructions. Specific requirements are outlined in the chapters on Programs and Discipline.

REASONABLE COSTS - The costs of travel (e.g., airfare, rental car, etc.) and per diem allowances for United States Government travel, as set forth in the federal Travel Regulations.

RESIDENTIAL REENTRY CENTER (RRC) - This refers to the location in which the contractor's programs are operated. An RRC may also be called a facility, center, or halfway house.

RESIDENTIAL REENTRY MANAGER (RRM) - The BOP employee responsible for all functions, programs, and services related to residential reentry programs within a specified geographical area.

RESIDENTIAL REENTRY MANAGEMENT BRANCH SECTOR ADMINISTRATOR (ASSISTANT SECTOR ADMINISTRATOR) - The BOP employee(S) who supervises the RRM. The Sector Administrator is responsible for residential reentry operations and programs within a specified geographical area.

RESIDENTIAL REENTRY MANAGEMENT BRANCH ADMINISTRATOR - The BOP employee responsible for all residential reentry functions, services, and operations nationwide.

RESIDENTIAL REENTRY MANAGEMENT BRANCH SAFETY SPECIALIST - This is a BOP staff member responsible for monitoring contract compliance with county, city, state, federal and national safety regulations.

REGISTERED DIETICIAN (RD) - A person who has completed academic and experience requirements established by the Commission on Dietetic Registration, the credentialing agency for American Dietetic Association (ADA), and licensed as required by the state in which they practice.

RESIDENT - This is the preferred term to describe a federal inmate who has transferred to community confinement at a Residential Reentry Center.

RESIDENTIAL REENTRY REFERRAL MANAGEMENT APPLICATION (R3M) - The Bureau of Prisons electronic referral and case management application.

ROUTINE MONITORING - The BOP's scheduled and unscheduled, on-site inspections of the contractor's facility to evaluate performance.

Facilities with a contracted amount of 15 or fewer federal residents (in-house and home confinement combined), will have at least one full monitoring and at least two unannounced interim monitoring visits every 18 months.

Facilities with a contracted amount of 16 to 30 federal residents (in-house and home confinement combined) will have at least one full monitoring and at least two unannounced interim monitoring visits every 12 months.

Facilities with a contracted amount of 31 or more federal residents (in-house and home confinement combined) will have at least one full and three unannounced interim monitoring visits every 12 months.

SMARTPHONE - A mobile phone with an advanced mobile operating system which combines features of a personal computer operating system with other features useful for mobile or handheld use. The Bureau of Prisons requires that smartphones can access the Internet and can run a variety of third-party software components ("apps").

SUPERVISORY COMMUNITY TREATMENT COORDINATOR (SCTC) - The BOP employee who is responsible for placing offenders in Community Treatment Services, procuring treatment, monitoring treatment providers, certifying bills, ensuring quality control, and performing liaison activities among federal institutional programs, U.S. Probation, and contract community treatment providers.

TYPES OF OFFENDERS - The BOP places several types of offenders in an RRC. There are many variables which determine the type and how a resident is placed and programmed in an RRC. To avoid confusion, the contractor should consider two broad categories, BOP and USPO cases. It is important to understand which case the resident is assigned because of the differences in programming. The RRM will provide direction in this regard.

A. Condition of Supervision Placement - Offenders under conditions of probation or supervision by the Court, or parole or mandatory release supervision by the U.S. Parole Commission may be ordered to reside in an RRC for a period of time. These placements are USPO cases.

B. Community Confinement - Individual who is in BOP custody who resides in an RRC and participates in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility approved programs as a condition of supervised release or probation.

C. Intermittent Confinement - Intermittent Confinement individual is in BOP custody who is sentenced to reside in an RRC during nights, weekends, or other intervals.

D. Institution Transfers - A BOP case who has transferred from a federal institution and is completing the last portion of their sentence.

UNIVERSAL PRECAUTIONS - As defined by Centers for Disease Control and Prevention (CDC), Department of Health and Human Services, are a set of precautions designed to prevent the transmission of human immunodeficiency virus (HIV), hepatitis B virus (HBV), and other blood borne pathogens when providing first aid or health care. Under universal precautions, blood and certain body fluids of all patients are considered

potentially infectious for HIV, HBV and other blood borne pathogens.

U.S. PROBATION OFFICER (USPO) - An officer of the United States District Court, who is responsible for supervising USPO federal offenders.

VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT (VCCLEA) - For the purpose of this SOW, the RRM will identify VCCLEA cases to the contractor with specific instructions.

INTRODUCTION

The Bureau of Prisons (BOP) provides community-based residential and nonresidential correctional services through contractual agreements with state, county, and city governments, as well as private contractors. These contractors provide services which include employment and residence development and other self-improvement opportunities to assist federal residents during the transition from prison to the community.

1. OBJECTIVE - The objective is to establish a Residential Reentry Center (RRC) that provides comprehensive community-based services for individuals who are in the custody of the BOP or under the supervision of United States Probation and Pretrial Services.

2. STATEMENT OF WORK (SOW) - The SOW sets forth the contract performance requirements for the management and operation of an RRC for federal residents. The contractor will ensure the RRC operates in a manner consistent with the mission of the BOP. The BOP's mission is to protect society by confining individuals in the controlled environments of prisons and community-based facilities that are safe, humane, cost efficient, appropriately secure, and provide work and other self-improvement opportunities to assist inmates and residents in becoming law-abiding citizens.

3. PLACEMENT OF INMATES - Only the Residential Reentry Manager (RRM) or his or her designee can approve a federal inmate's placement at an RRC.

4. CONTRACTOR'S RESPONSIBILITY - The contractor will furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

5. BOP VALUES - The BOP can successfully carry out its mission because its operations are firmly grounded in a set of common values and functional goals. A clear vision of the BOP's organizational and individualized responsibilities exists among its employees. The BOP has a set of values and shared attitudes that guide staff's actions.

The agency's values are important for contract employees to understand because they are the foundation of duties to be fulfilled in performance of the contract's functions. The core values are:

- Correctional Excellence - We are correctional workers first, committed to the highest level of performance.
- Respect - We embrace diversity and recognize the value and dignity of staff, residents and the general public.
- Integrity - We demonstrate uncompromising ethical conduct in all our actions.

The RRC has an obligation to provide residents with an opportunity to acquire the necessary skills for self-improvement, and to practice law-abiding behavior upon release. Residents are encouraged to maintain family and community ties through correspondence, visitation and planning for eventual release, through participation in pre-release classes, and other programs. Residents have the obligation to honor their debts and begin payment while confined. Each resident is personally responsible for taking advantage of available RRC programs.

6. CONTRACT PERFORMANCE - All services and programs will comply with the SOW; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and court orders. Should a conflict exist between any of the aforementioned standards, the most stringent will apply. When a conflict exists, and a conclusion cannot be made as to which standard is more stringent, the BOP will determine the appropriate standard. The BOP reserves the right to issue interim guidance that supersedes policy and/or aforementioned standards. The contractor will comply with and implement any applicable changes to BOP policy, Department of Justice (DOJ) regulation, Congressional mandate, federal law or Presidential Executive Orders.

The BOP reserves the right to enter into negotiations with the contractor to change the conditions or procedures in this SOW and contract. Should the BOP invoke such changes, the contractor retains rights and remedies to equitable adjustment under the terms and conditions of the contract.

The BOP reserves the right to have various staff, to include staff from United States Probation and Pretrial Services, Office

of the Inspector General, Federal and State Law Enforcement agencies, and other authorized users, assist in the monitoring of contract performance. The BOP reserves the right to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

The BOP may investigate any incident pertaining to the performance of this contract. The contractor will comply and cooperate with the BOP on all investigations, monitoring visits, inspections, and inquiries.

The contractor will report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency (e.g., Federal Bureau of Investigation, United States Marshals Service, state and local authorities), and immediately notify the RRM of the report. The contractor will immediately report to the RRM any person or agency requesting to use a resident in any investigation; no resident may participate in any such investigation without prior approval of the BOP.

The contractor will submit any requests for contract changes through the RRM to the Contracting Officer (CO) for approval.

The contractor will provide electronic media to include e-mail and internet access for all RRC staff, and will provide capability for the electronic submission and receipt of paperwork and reports (e.g., referrals, movement notifications, terminal reports, disciplinary reports, etc.) to the BOP at the discretion of the RRM. Only BOP approved internet transmission methods/secure portals may be used to transmit protected resident information.

All non-restricted BOP Policies and Program Statements are available on the Bureau's public website (www.bop.gov).

7. SCOPE OF WORK - The contractor will comply with all requirements in this SOW and other reference documents as indicated. The technical proposal and any negotiated modification(s) are incorporated into the contract; unless otherwise stated in the contract or defined by the Contracting Officer.

The contractor will develop operational policies and procedures that follow the requirements contained in this SOW and of generally accepted correctional practices, as defined by the BOP. The contractor will provide electronic or scanned versions of their policies and procedures to the RRM and Administrative Contracting Officer within 60 days after award. Subsequent updates shall be submitted to the RRM within 30 days of publication.

All federal residents will receive access to the same programming and services except as otherwise provided for in this SOW.

The contractor has the responsibility to ensure proper management and oversight of the program. Absentee ownership will not mitigate program integrity, responsiveness, or responsibility.

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

The contractor will be responsible for all litigation, including the cost of litigation, brought against it, its employees, or its agents for alleged acts or omissions. The CO will be notified in writing of all litigation pertaining to this contract and provided copies of said litigation or any pleadings filed within five working days of the filing. The contractor will cooperate with the government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

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

CHAPTER 1 - ADMINISTRATION AND ORGANIZATION

The contractor will maintain a current written operations manual that is available to all staff. It will describe the purpose, philosophy, programs, services, policies and procedures of the facility, and be updated on an as-needed basis. It will describe the daily operational procedures for the respective facility. Staff will have a thorough working knowledge of the operations manual. The contractor must operate in accordance with the operations manual. The operations manual will not circumvent the SOW requirements. The operations manual is a separate manual from the technical proposal. At least annually, staff shall review the operations manual and document the review. The operations manual will be available for review by the BOP during inspections of the facility.

The contractor will report, through the RRM to the CO, any deviation from the requirements of this SOW. The RRM will interpret the requirements of this SOW.

Any disagreement regarding contract performance should first be disputed or addressed with the Contracting Officer's Representative (COR). If the conflict cannot be resolved with the COR, the issue should be elevated to the Residential Reentry Management Sector Administrator. If an agreement still cannot be reached, then the contractor should address the CO in writing.

The contractor will develop a written mission statement, long-range goals, and objectives which will be available for review by the BOP during inspection of the facility.

1. AMERICAN CORRECTIONAL ASSOCIATION (ACA) - The BOP encourages the contractor to acquire certification in accordance with the most current edition(s) of the ACA Standards for Adult Community Residential Services. If the facility is not ACA accredited, the contractor will use the most recent edition(s) of the ACA Standards for Adult Community Residential Services as a guide in developing the operations manual. The contractor will advise the RRM in writing of their intent to seek ACA accreditation.

2. PERFORMANCE - The contractor will develop and maintain a current contingency plan to ensure continuity of service should unforeseen circumstances occur, such as employee work actions or strikes, natural disasters, terrorist activities, pandemics, etc. As a correctional organization, it is the contractor's responsibility to ensure 24/7 continuity of service during unforeseen circumstances. The plan shall be submitted to the COR for approval, prior to performance and must contain the following, at a minimum:

- A. A detailed evacuation plan;
- B. A detailed shelter-in-place plan, to include provisions for food, water, power, etc.;
- C. Provisions for maintaining adequate staffing levels;
- D. A detailed pandemic plan, to include provisions for quarantine/isolation areas, adequate PPE supplies, etc.

The contractor will provide at least 70 percent of the contract requirements by using employees compensated directly by the contractor. Thus, the contractor cannot subcontract more than 30 percent of the contract requirements. The intent is to create a uniform composition of services under the control and supervision of the Facility Director. The contractor will submit all proposed subcontracts to the BOP for approval when the contractor intends to seek the services of a subcontractor (e.g., food service or facility maintenance).

3. INFORMATION - The contractor will comply with the requirements of the Freedom of Information Act 5 U.S.C. §552, Privacy Act, 5 U.S.C. §552a and 28 CFR part 16, Production or Disclosure of Material or Information and P.S. 1351, Release of Information. The contractor will have written policy and procedures for staff managing information. The contractor will seek the RRM's approval before releasing BOP records in response to a request for information.

A. Government Contacts - The contractor will post and display in a conspicuous location a listing of the names, addresses, and telephone numbers of the responsible Sector Administrator, Assistant Sector Administrator (RRMASA), Supervisory Community Treatment Coordinator (SCTC), RRM, Assistant Administrator Operations RRM Branch, and Chief USPO.

B. Congress - The contractor will immediately notify the RRM when any request (e.g., information or tour of the facility)

is made by any representative of the United States Congress to the contractor.

C. News Media - The contractor will notify the RRM when a request or contact is made by any media representative (i.e., a person whose principal employment is to gather or report news for a newspaper, magazine, blogs, web sites, podcasts, national or international news service, radio or television news programs). These requests or contacts may include, but are not limited to, interviews, visits, or impromptu questions with staff or residents. Contractors should reference P.S. 1480, News Media Contacts. The contractor is encouraged to clear in advance all media releases with the RRM. Any time a media request is made regarding residents, to include releases and interviews, prior approval must be granted by the RRM.

The contractor will ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the BOP or DOJ in any public presentations they make or articles they may write that relate to any aspect of the contractor's performance in this contract.

D. Documentation - The contractor will document that all requirements of this SOW are being met. The contractor has the affirmative responsibility to prove the requirements are being met. The contractor will maintain documentation of:

- Their standing as a legal entity, or part of a legal entity, and will maintain documentation indicating legal measures have been taken to provide continuity of service, in case of incapacitation, retirement, or death of the contractor;
- Their tax-exempt status, if applicable; and
- Valid liability and property insurance for the facility and equipment, valid zoning documentation and use permits with documentation available for review at the facility.

E. Meetings - The Facility Director will conduct staff meetings at least monthly to foster open communication, establish policy, discuss problems, ensure compliance with SOW requirements, and accomplish program objectives. The contractor will distribute new or revised policy and procedure to staff, volunteers, and if appropriate, residents. The contractor will document these meetings with written minutes to include staff

attendance. This documentation will be made available to the BOP for inspection upon request.

F. Equipment - The contractor will have a fully functional facsimile machine, computer(s), and telephone capabilities. The contractor will have computers with Internet capabilities to include an Internet Explorer or comparable browser (Internet Explorer 10 or newer, Firefox, Google Chrome, etc.), as well as e-mail addresses and capabilities for all RRC staff to communicate with the RRM office. RRC staff cleared to work with federal residents will have the capability to interact with existing bureau utilized referral and population management tools. Computer equipment will be appropriately secured and will allow for the electronic retention of documents for the life of the contract.

Contractors will be required to utilize the bureau electronic applications (R3M or subsequent versions) to include all functions of the application. Use of this application and all subsequent versions or additions to the application is mandatory within 30 days of implementation. The RRM may request the information found in a resident file (located in Chapter 17) to be uploaded into the electronic application.

If the contractor utilizes any electronic case management or accountability software programs they will ensure that industry standards are met for the security of resident information to prevent the unauthorized viewing, dissemination, or use of protected personnel information in accordance with the Freedom of Information Act and Privacy Act. Any individuals having electronic access to non-public resident information will be cleared through the contract staff background clearance procedures.

G. Translation - The contractor will provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language, as required by the composition of the resident population.

4. COMMUNITY OUTREACH - The BOP believes it is extremely important and vital to develop and maintain positive community relations and partnerships. This will be accomplished through development of a Community Relations Board. The contractor must provide written policy and procedures that offer ongoing, positive communication and partnerships between the facility,

major employers who employ RRC residents in the local community, appropriate social service agencies, legal services organizations, elected officials, law enforcement, and citizens. The program should maintain compliance with P.S. 1415, Community Relations Board. The program must describe the approach to educating the local community about the goals and mission of the RRC and maintaining the support of the community. The outreach program must also include specific activities that will be conducted on a quarterly basis. This includes the use of volunteers, which is encouraged, but not mandatory. Every effort should be made to ensure Community Relations Boards include at a minimum representatives from each area identified above. Documentation of membership and attendance, to include efforts at expanding participation, is to be maintained for the life of the contract and be available to oversight staff upon request.

5. FISCAL RESPONSIBILITIES - The contractor will operate according to an annual written budget of anticipated revenues and expenditures. The contractor will have policy and procedures for the receipt, safeguarding, disbursement, and recording of funds that complies with generally accepted accounting practices.

Monthly service invoicing procedures and miscellaneous reimbursable expenses are located in Chapter 17 (Records and Reports). Invoicing procedures related to reimbursable medical expenses are located in Chapter 16 (Medical Services).

CHAPTER 2 - PERSONNEL

1. ORGANIZATIONAL CHART - The contractor will maintain a current narrative description and diagramed organizational chart outlining the structure of authority, responsibility, and accountability of both the facility and the company. The intent is to gain an understanding of the chain-of-command within the organization.

2. STAFF COVERAGE - The contractor will have trained, paid staff, dressed and awake, on the premises to provide 24-hour coverage, seven days a week. This staff coverage shall provide for the safe and secure supervision of all federal residents.

A. Position Requirements

RRC Director: The minimum education and experience qualifications for the position of Facility Director (or similar title) will be a four-year degree in a social or behavioral science program from an accredited college or university, two years of work experience in a related field, and a minimum of two years in a supervisory position. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. Total work experience needed in lieu of the combination of education and work experience is six years, with two of the years in a supervisory position.

Employment Placement Specialist: The minimum experience for the position of the Employment Placement Specialist (EPS) will be one year of work experience in guidance, counseling, or job placement. Work experience may be substituted with a specialized degree or certification in the field of guidance, counseling, or career development.

Case Manager: The education and experience qualifications for the position of Case Manager (or similar title) will be a four-year degree in a social, human services, criminal justice or behavioral science program from an accredited college or university. At a minimum, one year of experience must be working in human services, corrections, or community-based services. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. Total work experience

needed in lieu of the combination of education and work experience is five years.

B. Staffing Pattern - The contractor will concentrate staff when most residents are available for program activities, normally during the evening hours. A key staff member (as defined in Chapter 2, Personnel) will be available on-site Monday-Friday 8:00 a.m. to 4:00 p.m.

The contractor will staff a minimum of two positions (one male and one female if the facility is co-ed), on seven-day posts, 24-hours a day, dedicated only to the supervision of federal residents. Ordinarily, these seven-day posts cannot be covered by other positions such as Case Managers or Facility Directors unless documentation requesting such is submitted to and approved by the RRM. The intent is that these posts will devote 100 percent of their time to supervising federal residents under this contract. The contractor will also provide key personnel in accordance with the number of residents residing in a facility (see Key Personnel).

C. Key Personnel - Key personnel include the Facility Director, Case Manager (one for every 30 residents to include home confinement population), and Employment Placement Specialist. Key staff titles may be replaced by similar or equivalent titles. The contractor must identify key staff by title, educational/experience requirement, and major duties within their technical proposal.

All key personnel are full-time employees. The contractor will identify to the RRM the key personnel employed at the facility. The contractor will provide immediate information to the RRM of any changes in key staff, and identify any staff in temporary acting positions, to include contract staff coming from other contracts. Clearance must be obtained from RRM prior to working with federal residents.

1) All major use contracts (31 residents and over) will staff at least three key personnel positions. The positions will be the Facility Director, Case Manager, and Employment Placement Specialist. These positions will be 100 percent devoted to the federal contract.

2) All moderate use contracts (16 - 30 residents) will staff at least three key personnel positions. The

positions will be the Facility Director, Employment Specialist, and Case Manager. These positions will be 100 percent devoted to the federal contract.

3) All minor use contracts (1 - 15 residents) will staff at least two key personnel positions. The positions will be the Facility Director and a Case Manager. These positions do not have to be 100 percent devoted to the federal contract. However, in cases where these positions will be shared, the contractor must receive approval by the Contracting Officer. The technical proposal must identify the percentage of time that will be devoted to the federal contract.

The contract size (major, moderate, or minor) and required key staff ratios are determined by totaling the estimated maximum number of in-house beds and the estimated maximum number of home confinement placements contracted for.

The RRM must approve any staff member prior to employment in a key personnel position.

The contractor will staff all key personnel positions throughout the performance of the contract. The contractor will notify the RRM in writing if any personnel vacate a position and indicate when a replacement will be selected. The notification will occur within five working days after the vacancy occurs.

A key personnel vacancy does not absolve the contractor from providing the position's services. Ordinarily key personnel will be replaced within a 30-day period with a permanent full-time employee. With appropriate justification this can be extended to 60 days by the RRM. Any further deviations may result in negative contract action including, but not limited to, deficiencies or deductions. The Case Manager ratio will be a minimum of one for every 30 residents. The ratio must be adequate to perform the tasks associated with the position and commensurate with the resident workload of the population without being utilized to perform duties assigned to other positions. Failure to maintain negotiated staffing patterns may result in adverse action.

D. Staff/Resident Ratio - The contractor is always responsible for the appropriate supervision of residents and the orderly running of the RRC. The staff/resident ratio established in the contract contributes to the contractor's

ability to safely and securely operate the RRC. Housing configurations must also be taken into consideration (e.g., several buildings would require the contractor to determine the number of staff needed to safely and securely supervise the federal residents). The contractor will notify the RRM of any unforeseen circumstances which may affect the safety, security, or orderly running of the RRC.

E. Population Changes - If the Average Monthly Population (AMP) changes from the BOP's original projection for three consecutive months, the staff/offender ratio may be changed in accordance with the following:

1) If the AMP exceeds the original estimate by 25 percent for three consecutive months, the contractor will add qualified staff consistent with the original staff/offender ratio.

2) If the AMP is 25 percent below the original estimate for three consecutive months, the contractor may reduce staff consistent with the original staff/offender ratio, as long as the contractor continues to provide safe and secure supervision of federal offenders.

3. PERSONNEL RECORDS - The contractor will maintain a complete and current personnel file for each employee. All personnel files must be secured and accessible to senior management staff only; hard copy personnel files must be stored in a locked compartment accessible to senior management staff only. The contractor will ensure the files are readily available for BOP review upon request.

The contractor will have a written personnel manual specifically for the respective facility. The personnel manual is a separate manual from the operations manual. The policies and procedures will cover, at a minimum; the following areas:

Staff coverage	Personnel records
Staff training	Recruitment
Staff discipline	Separation from work
Staff retention	Performance evaluation
Organizational chart	Standards of Conduct
Staff orientation	Volunteers
Staff development	Resignation

A. Employee Evaluation - The contractor will develop written policies and procedures for an annual written performance review of each employee based on defined criteria. The results will be discussed with the employee, and the review will be signed by the employee as well as the evaluator and maintained in the employee's personnel file.

B. Affirmative Employment - The contractor will have a written policy specifying that equal employment opportunities exist for all positions. Full consideration will be given to the recruitment, hiring, placement, retention, training, and advancement of women, members of minority groups, disabled veterans, and qualified individuals with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job in question. The contractor will not discriminate against individuals based on race, color, religion, sex, national origin, physical or mental disability, age, retaliation, or sexual orientation. In addition, the contractor will not prevent women from working in male resident programs or men from working in female resident programs.

C. Newly Hired Employees - The contractor will have a written policy providing for a probationary term followed by permanent status for newly hired or newly promoted employees.

D. Social Security Card - The contractor will ensure each employee and any subcontractor has a social security card issued by the U.S. Social Security Administration and is a United States citizen, permanent resident, or other person lawfully admitted into the United States, meeting the DOJ residency requirements set forth in Section I of the solicitation.

E. Training - The contractor will develop an employee training program in addition to any BOP provided training.

1) Staff Training - Prior to working with federal residents, all staff must receive training on their respective duties and responsibilities. This training should cover all required training topics as outlined in the SOW and should be a minimum of 40 hours in length. Sixteen hours of this training may be on-the-job training (OJT) under direct staff supervision. If an incumbent is awarded a new contract, the contractor will also provide training on required topics within 90 days of award for staff who worked on the previous contract. Additionally, within 90 days of employment, all key staff will be provided

with and sign for the RRC staff orientation packet (provided by the RRM office), acknowledge receipt, and provide a copy to the RRM. The contractor will document the employees understanding and participation, to include time and date of completion. A copy will be maintained in the employee's personnel file.

2) Annual Refresher Training - The contractor will provide staff with at least 20 hours of annual refresher training relating to the operation of the RRC. The contractor will document the training topics, date, time, and participants in each staff member's respective personnel file. The training must cover the following:

- Discipline procedures for residents;
- Demonstrate working knowledge and competency of the discipline procedures by passing the standardized test administered by the COR;
- Emergency plans (to include pandemic operations);
- Staff integrity and ethics;
- Accountability and security procedures;
- Life safety and emergency procedures;
- Resident, vehicle, locker, and facility searches;
- Signs of suicide and suicide precautions (to include review of the RRC's Suicide Prevention Plan);
- Use of force regulations and tactics;
- Center Disciplinary Committee report writing;
- Universal precautions;
- Interpersonal relations and communication skills;
- Social and cultural life styles of the resident population;
- Basic first aid;
- Familiarization with Reentry Resources available nationally and in local area (e.g., housing, employment, social services);
- Communication skills;
- Individualized Program Planning;
- Prevention, identification, and handling of sexual abuse/assault incidents; and
- Prison Rape Elimination Act Requirements.

3) BOP Training - At least one key staff member will attend and participate in BOP sponsored training events, which are normally scheduled on an 18-24 month cycle. The contractor

is responsible for all costs associated with attending this training.

4) Staff Retention - The contractor will develop a retention program designed to minimize employee turnover. If there are breakdowns in accountability or programming as a result of the contractor's failure to implement a successful retention program, adverse contracting action may be taken by the Bureau.

4. BACKGROUND INFORMATION - Contract employees must be approved by the RRM before they may work with federal residents. The contractor will submit a completed and signed *Request for Contract Staff Background Investigation*, Attachment A, (must be typed) for all individuals the contractor has determined are appropriate for employment and any person who will work with federal residents. The contractor will then submit this form to the RRM along with one full set of fingerprints with the required fingerprint card information completed. The RRM will process the fingerprint and background checks. The contractor will only request the BOP conduct background checks on persons they have offered conditional employment. The contractor will advise this person that a criminal history check, fingerprint, criminal records, and other appropriate background checks will be processed by the BOP to verify this information. The intent is to screen applicants to determine their acceptability to work with federal residents. The contractor will not submit the name of any person the contractor does not employ or intend to employ.

No individual will begin working with federal residents before clearance is obtained from the RRM. The RRM may grant temporary clearance to work with federal residents after the criminal history check is conducted if the results of the check are appropriate. The contractor will understand that the granting of final approval will not occur until after the RRM receives a response(s) from the fingerprint or other background check(s) and the results prove to be appropriate.

Incumbent contractors who are awarded a subsequent new contract will secure a completed and signed Attachment A as well as a new fingerprint card from all staff. These documents will be submitted to the RRM Office within 60 days prior to new contract performance.

Contractors who have a contract which exceeds five years must ensure all staff receive updated clearances every five years.

The RRM will ordinarily approve a person to work with federal residents in accordance with guidelines established in the current version of the Bureau's program statement on Contract Staff Integrity for Privately Operated Community Corrections Residential Facilities, P.S. 7570.

This action does not prevent, preclude, or bar the withdrawal or termination of any prior clearance or approval by the RRM at any time during the term of the contract.

The contractor will vouch potential employees prior to working with federal residents, through reference and employment checks. The contractor will document information regarding reference and employment checks in the employee's personnel file. The contractor will verify training, education, and experience of all staff. This includes credentials for all professional staff. The contractor will document the verification in the personnel file and make it available during inspections.

The Facility Director, or designee, may be required to fingerprint proposed staff as directed by the COR. The completed fingerprint cards will be mailed to the RRM for processing.

5. CONTRACTOR'S EMPLOYEE STANDARDS OF CONDUCT - The contractor will develop and use written policy, procedures, and practice, herein called Contractor's Employee Standards of Conduct, for employee conduct, ethics, and responsibility. The contractor will notify its employees of the Contractor's Employee Standards of Conduct.

A. At a minimum, the Contractor's Employee Standards of Conduct will require employees to conduct themselves in accordance with the following standards:

- The contractor will require its employees to conduct themselves professionally and in a manner that creates and maintains respect for the RRC, BOP, DOJ, and the U.S. Government.
- The contractor will require its employees to avoid any action that might result in, or create the appearance of,

adversely affecting the confidence of the public in the integrity of the RRC, BOP, DOJ and U.S. Government.

- The contractor will require its employees to uphold all ethical rules governing their professions, including compliance with applicable licensing authority rules.
- The contractor will prohibit its employees from using or possessing illegal drugs or narcotics. The contractor will prohibit its employees from abusing any drugs or narcotics. The contractor will prohibit its employees from using alcoholic beverages and being under the influence of alcohol while on duty, present in the facility, or immediately before reporting for duty. The contractor will indicate to contractor's employees that when a contractor's employee's blood alcohol content level is 0.02 percent or greater he or she will be considered to be under the influence of alcohol.
- The contractor will prohibit its employees from showing partiality toward, or becoming emotionally, physically, sexually, or financially involved with residents, former residents, or the families of residents or former residents. Chaplains, psychologists, and psychiatrists may continue a previously established therapeutic relationship with a former resident in accordance with their respective codes of professional conduct and responsibility.
- The contractor will prohibit its employees from engaging in sexual behavior with a resident. The contractor will indicate to its employees that regardless of whether force is used or threatened, there can be no "consensual sex" between contractor's employees and residents. Sexual misconduct is illegal and a violation of federal law.
- The contractor will prohibit its employees from offering or giving a resident, or a former resident, or any member of a resident's family, or to any person known to be associated with a resident or former resident, any article, favor, or service, which is not authorized in the performance of the contractor's employee's duties. The contractor will prohibit its employees from accepting any gift, personal service, or favor from a resident or former resident or from anyone known to be associated with or related to a resident or former resident. The Contractor's Employee Standards of Conduct will clearly state that this staff prohibition includes any involvement with a resident's family members or any known associates of a resident.

- The contractor will prohibit its employees from showing favoritism or give preferential treatment to one resident, or a group of residents, over another resident.
- The contractor will prohibit its employees from using profane, obscene, or otherwise abusive language when communicating with residents, fellow employees, or others. The contractor will require its employees to conduct themselves in a manner that is not demeaning to residents, fellow employees, or others.
- The contractor will prohibit its employees from having any outside contact with a resident, ex-resident, resident's family or close associates, for a period of one year from the last day of the resident's sentence or supervision, whichever is later, except those activities that are an approved, integral part of the RRC program and a part of the employee's job description.
- The contractor will prohibit its employees from engaging in any conduct that is criminal in nature or which would discredit the RRC, BOP, DOJ or U.S. Government. The contractor will require its employees to conduct themselves in a manner that is above reproach. The contractor will require its employees to obey, not only the letter of the law, but also the spirit of the law while engaged in personal or official activities.
- The contractor will require its employees charged with, arrested for, or convicted of any felony or misdemeanor, to immediately inform and provide a written report to the Facility Director. The Facility Director will immediately report the incident to the COR.
- The contractor will prohibit its employees from using brutality, physical violence, or intimidation toward residents, or use any unauthorized or inappropriate force.
- The contractor will prohibit its employees from engaging in inappropriate supervisor/subordinate relationships, to include but not limited to, emotional, sexual, financial or physical relationships.
- The contractor will prohibit its employees from possessing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in the facility or while on duty. The contractor will also prohibit contractor's employees from storing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in vehicles under their

control, parked on or adjacent to the facility. Residents will not possess or use any of these items at any time.

- The contractor will prohibit any of its employees who are suspected of violating the contractor's Employee Standards of Conduct from contact with federal residents until a disposition is made by the COR.

Prior to working with federal residents, the contractor will require all employees to sign an acknowledgment that they have received and understand the Contractor's Employee Standards of Conduct. The acknowledgment will indicate that the contractor will require all employees to cooperate fully by providing all pertinent information which they may have to any investigative authority. Full cooperation includes truthfully responding to all questions and providing a signed affidavit, if requested. The contractor will retain a signed copy of this acknowledgment in each of its employee's personnel files.

B. The contractor will not conduct an investigation of any misconduct allegation without the COR's approval. This includes questioning the subject of a misconduct allegation. The contractor will advise all employees they are subject to a government investigation if an allegation is made concerning any matter affecting the interests of the Government. (The procedures outlined in this paragraph do not limit the contractor's ability to notify the appropriate law enforcement agency of any suspected criminal violations. In the event of any misconduct involving criminal behavior appropriate law enforcement agencies should be notified immediately with notification to the BOP as soon as possible after the incident).

Attorneys may not be present or involved in administrative investigations. Attorney involvement includes, but is not limited to: presence during interviews, review of employee affidavits, and receipt of investigative summaries or documents from the investigative authority. If at any time an investigation uncovers evidence of criminal behavior, the investigation process will immediately stop and appropriate law enforcement officials will be notified.

Investigative authorities include, but are not limited to, investigations conducted by the Department of Justice, (e.g., the Federal Bureau of Investigation, U.S. Marshals Service, Office of the Inspector General, Office of Professional Responsibility, BOP Office of Internal Affairs, BOP Special

Investigative Agent, BOP Special Investigative Supervisor, Equal Employment Opportunity Investigator) and others (e.g., Department of Labor, Office of Personnel Management, U.S. Government Accountability Office), or any other agent or agency the COR authorizes or directs to conduct an investigation.

C. The contractor will report any allegation, violation, or attempted violation of the Contractor's Employee Standards of Conduct immediately by telephone to the COR. The contractor will subsequently report in writing to the COR, within one business day after becoming aware of the incident. The contractor will not restrict any contractor's employee or resident from reporting misconduct directly to the BOP. The contractor will not retaliate against any contractor's employee or resident who reports misconduct.

Following the investigation(s), and if allegations are sustained, the contractor will indicate, in writing, to the COR the contractor's proposed plan of corrective action for the COR's approval. The COR has the right to determine if the contractor's employee may continue to work with federal residents. A summary of the investigative findings may be disclosed by the Bureau to the contractor's authorized negotiator.

Failure to report a violation of the contractor's Employee Standards of Conduct or to take appropriate action against a contractor's employee may subject the contractor to appropriate action, up to and including termination of the contract.

D. The contractor will not employ any individual who is under the supervision or jurisdiction of any parole, probation or correctional authority. Persons with previous criminal convictions who are not under supervision may be considered for employment; however, the COR reserves the right of approval in such cases.

E. The contractor will have a written policy to prevent conflicts of interest that specifically states; no employee may use his or her official position working with federal residents to secure privileges or advantages in the facility or in the community.

F. The contractor will operate a facility which provides the highest degree of safety for residents and contractor's

employees. The contractor will specifically define when contractor's employees may use force against residents. The contractor will prohibit contractor's employees from using excessive force to control a situation. The contractor will immediately report any instance of the use of force to the COR. The contractor will submit in writing, within one calendar day after the incident, a written report to the COR.

6. SEXUAL ABUSE PREVENTION - The contractor has the responsibility to provide a working environment that is free from sexual harassment and intimidation in accordance with Title VII of the Civil Rights Act of 1964, as amended. Sexual abuse/assault/misconduct is verbal or physical conduct of a sexual nature directed toward a resident or employee by another resident, employee, or volunteer of the facility. The contractor will ensure that policy prohibits sexual abuse/assault/misconduct by employees against federal residents or other employees.

The contractor will meet all requirements, elements and protocols of P.S. 5324, Sexually Abusive Behavior Prevention and Intervention Program. Written policy, procedure, and practice will provide that all staff receive the facility's sexual abuse/assault/misconduct prevention and intervention program training during employee orientation and on an annual basis as part of the facility's in-service training plan.

7. P.L. 108-79, Prison Rape Elimination Act of 2003 (PREA), seeks to eliminate sexual assaults and sexual misconduct of residents in correctional facilities to include all community-based facilities. The contractor must maintain a zero-tolerance standard for sexual abuse. A specific policy that addresses PREA compliance will be maintained by the contractor. The facility must be in full compliance with PREA standards that apply to Community Confinement Facilities. The PREA coordinator must be designated in writing and submitted to the BOP prior to the contract performance date. In accordance with provisions of PREA, the contractor must be audited by a certified PREA compliance auditor. Copies of all audit materials, including working papers, report and certification of compliance, will be provided to the BOP. All PREA incidents should be referred to the appropriate Law Enforcement Agency and RRM staff as soon as possible after staff become aware of the incident.

8. DRUG FREE WORKPLACE - The contractor will implement and follow P.S. 3735, Drug Free Workplace. This program provides a mechanism for employee assistance and employee education regarding the dangers of drug abuse.

9. VOLUNTEERS - The BOP encourages the use of volunteers. Contractors may use volunteers to provide a variety of programs, such as marriage and family enrichment, substance abuse education, literacy, spiritual growth, recreation, health education, fitness, vocational training, and many others. While providing these valuable services, volunteers reinforce the societal values conveyed daily by staff. Direct volunteer assistance is useful to a resident's successful community reintegration.

Volunteers are private citizens or students, age 18 or older, who provide a variety of unpaid services which would not otherwise be performed by a paid employee. The contractor will have all volunteers complete the BOP form, "Application for Volunteer Service," and send the form to the RRM. The contractor will provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteer Manual."

All volunteers who provide services in the RRC, at a minimum, must undergo a criminal history check prior to working with federal residents. For a volunteer to provide one-on-one counseling or work with small groups of residents (three or less), the volunteer must undergo a full criminal history check and fingerprinting.

Paid contracting staff will provide intermittent supervision of the volunteers, who have not had a full criminal history check, while they are providing services in the facility. Supervision is direct observation by a staff member, at a minimum every 30 minutes.

10. STAFF AND VOLUNTEER ROSTERS - The contractor will submit a typed, alphabetical staff roster each month, to be included with the monthly billing. This roster must include the employee's complete name, title, full or part-time status, and the date they began working with federal residents. Volunteers should be listed separately, indicating the type of volunteer work being done (e.g., AA, NA, religious, etc.).

CHAPTER 3 - FACILITY

1. COMPLIANCE - The facility will comply with the most current local, state, and national health, safety and environmental laws, regulations, Executive Orders, and building codes. In the event local, state, and national codes conflict, the most stringent will apply. The contractor will adhere to the requirements of: the Architectural Barriers Act of 1968 as amended (an alternative location off site may be proposed for housing residents with disabilities if it meets this act); Rehabilitation Act of 1973 as amended; U.S. Food and Drug Administration (FDA), Food Code; Occupational Safety and Health Administration (OSHA) General Industry Standards; American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Published Standards & Guidelines; American Society of Sanitary Engineering Standards; International Plumbing Code; 16 CFR §1632 or 16 CFR 1633, Standard for the Flammability of Mattresses and Mattress Pads (FF 4-72, Amended) Current Edition; Flammability Standard DOC-FF-472; California State Technical Bulletin 106; all National Fire Protection Association Codes and regulations with emphasis on Chapter 101; and any other codes or regulations indicated in the SOW. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The contractor will maintain copies of all required environmental permits and registrations or letters from permitting authorities indicating the facility is in compliance or is specifically exempt from the standard in question. The contractor will make these documents available on-site and to the BOP upon request.

2. FLOOR PLANS - The contractor will submit to the RRM for approval any request to change the floor plan from what was approved in the contract. The contractor will maintain and make available an accurate floor plan on-site at all times for the inspection of the BOP. The architectural floor plans, drawn to scale by a computer aided drafting design program (no hand drawn and/or handwritten plan or matrix will be accepted) shall be legible and denote all required elements described below:

Room identification indicating what the room is used for and room number to include separate sleeping, bathing, and toilet areas by gender (i.e. office, closet, mechanical, dorm).

Furniture layout including maximum allowable beds in sleeping rooms. Beds shall be easily identifiable if the bed is a single or bunk bed.

Location and number of sinks, toilets, and showers,

- Location and number of washers and dryers,
- Means of egress elements shall be easily identified (i.e. ramps, stairs, doors etc.).
- The proposal shall be in compliance with all of the requirements of the Architectural Barriers Act (ABA). This includes identifying required floor space clearances for accessible routes, toilets, showers, sleeping rooms, and compliant wash basins areas on the architectural floor plans.
- A matrix table showing actual interior square footage of meeting rooms, cafeteria, dayrooms, and sleeping rooms.
- A matrix table detailing furniture sizes and calculations to ensure a minimum of 25 continuous square feet of unencumbered space per occupant in the sleeping rooms
- Identification of sleeping rooms/dorms to be used for BOP male and female residents and which rooms will NOT accommodate the required 25 continuous square feet of unencumbered space for BOP residents.
- If any renovations/additions are planned, provide "as built" architectural drawing(s) and proposed architectural drawings depicting renovations.
- The contractor will indicate separate sleeping, bathing, and toilet areas by gender on the architectural floor plans and will have a written plan outlining procedures to maintain separation by gender.
- Identified location(s) for quarantine isolation areas in accordance with the pandemic plan.

3. LOCATION - The facility will not be part of a building in which any other business shares space and could be construed as a conflict of interest to the mission of a community-based correctional facility. For example, it would be inappropriate to share space with a business which serves alcohol. If the facility is of joint use, the contractor will describe the nature of the business(es) occupying all contiguous space. The Bureau reserves the right to have the final decision in determining potential conflicts of interest. The BOP strictly prohibits the use or possession of alcohol in the contract facility. The contractor will ensure the building is

appropriately zoned. The contractor will maintain a permit from the local or state enforcement body or authorized representative having jurisdiction to operate. The contractor will make these documents available on-site and to the BOP upon request.

The contractor will make all efforts to locate the facility within one mile of public transportation. The contractor must provide, at no cost to the resident, transportation, or public transportation vouchers, for all residents (who lack personal transportation) to seek employment, and participate in recommended program activities until such time as the resident obtains his/her first paycheck from employment, no longer meets the definition of indigent, or is able to provide for their own transportation. Upon arrival at the RRC, all residents must be provided with maps of local public transportation options. Transporting of residents in a staff member's private vehicle should only be done in unusual circumstances and with the Facility Director's approval. The staff member must be licensed and insured in accordance with state laws. When issuing transportation passes to residents, the contractor must factor in the distance to/from public transportation and travel time into the pass time allotted.

4. PLANT REQUIREMENTS

A. Air Circulation - The facility's sleeping rooms will have adequate ventilation of outside or re-circulated filtered air complying with ASHRAE Standard 62, ACA and Environmental Conditions. Prior to the preoccupancy inspection, the contractor will provide documentation from an independent certified third party inspector, certifying adequate natural or mechanical ventilation is present. The contractor will provide the BOP with a newly certified independent third party inspection with each new contract. Third party measurements will indicate total CFMs in each sleeping room. A minimum of 15 CFM will be required per resident located in each sleeping room if the HVAC system is ducted. Thermostats shall be programed so the fans are continuously running for sleeping areas for continual air flow. Fresh air and filtration requirements shall also be ensured. Inspections must be completed no more than nine months prior to the Pre-Occupancy Safety Inspection.

B. Lighting - All personal living and sleeping areas in the facility will meet the lighting requirements as set forth in the most current and subsequent issues of the ACA Standards for Adult Community Residential Services. This will also be

documented as part of the independent inspection of the electrical system by a certified contractor (see Chapter 6 - Electrical Safety). A copy of the certified contractor performing the electric system inspection will be attached to the report.

C. Space - A minimum of 25 continuous square feet of unencumbered space per occupant in the sleeping rooms will be provided. The contractor is responsible for and will ensure the square footage area is not obstructed by any object (e.g., bed, furniture, or fixed building structure), and allows a reasonable person enough space to freely move about. The sleeping room area will provide reasonable privacy to the resident; however, it will be accessible to staff at all times. Areas such as day rooms, closets, bathrooms, TV rooms, dining rooms, or halls will not be considered as sleeping rooms.

The contractor will provide each resident with a bed and one closet or locker which provides for adequate space and is adjacent to or located in their sleeping area for the storage of personal items. Beds and chairs shall accommodate the weight of the resident. Adequate space means an area which provides a reasonable person enough room to store personal clothes and hygiene articles. The contractor will provide residents with a means, such as a padlock, to secure their property. The contractor will always have instant access to all closets and lockers for reasons of security and safety.

Facilities housing both males and females will provide for separate sleeping, bathing, and toilet areas by gender. In such facilities, the contractor will indicate separate sleeping, bathing, and toilet areas by gender on the architectural floor plans and will have a written plan outlining procedures to maintain separation by gender.

The contractor will provide appropriate space and furnishings inside the facility that afford a reasonable amount of privacy, as well as adequate staff supervision for counseling sessions, group meetings, and visitation. A dining room will be provided which accommodates the majority of the residents to eat at one time. If the dining room cannot accommodate the entire proposed population, the contractor must provide a dining schedule for approval by the RRM.

All contracts providing services to the Federal Government must meet the Architectural Barriers Act of 1968 (ABA), which

requires that certain buildings owned, occupied, leased or financed by the Federal Government be designed, constructed or renovated so as to be accessible to, and useable by people with physical disabilities. This includes designated accessible bathrooms and/or sleeping rooms that do not require staff to escort and/or lock/unlock for use. The Uniform Federal Accessibility Standards (UFAS) are the technical guidelines used to comply with the ABA. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The Rehabilitation Act of 1973 prohibits federal agencies and their grantees and contractors from discriminating against people based on disability in employment, programs, and activities. There are two applicable sections under this act, Sections 502 and 504. Section 502 established the Architectural and Transportation Barriers Compliance Board (ATBCB) to ensure enforcement of the ABA, and accessibility standards for federally owned, occupied, or leased buildings or facilities.

Section 504 prohibits discrimination against qualified individuals with disabilities in federally funded programs and activities. The Department of Justice's Civil Rights Division is responsible for ensuring compliance with this section.

D. Lavatory - A facility will have at least one operable toilet for every eight residents (urinals may be substituted for up to one-half of the toilets in male lavatories), one shower (or bathing area) for every eight residents, and one wash basin for every six residents. If the facility houses both male and female residents the lavatory accommodations for the females will be separate from the males and meet ratios specified above for each number of residents of each sex. At least one accessible handicap shower, toilet, and wash basin will be provided for each sex.

Showers and wash basins will have hot and cold water. Hot water temperature will be thermostatically controlled so the water does not exceed 120 degrees Fahrenheit (49 degrees Celsius), except for food service equipment. Temperature control devices will be inaccessible to residents and unauthorized personnel.

E. Laundry - Laundry facilities will be available to all residents. The contractor will provide one operable washer and dryer for every 16 residents in the facility or through a

community establishment within one mile of the facility. Residents are responsible for the cost of laundering their personal clothing items. The contractor will provide indigent residents with laundry tokens (or equivalent) and detergent until they receive their first paycheck and no longer meet the definition of indigent. The contractor will provide laundering services for facility provided linens at no cost to federal offenders.

Computer Access - The contractor will provide access to computer/internet technology, to include printers, to assist residents with education, employment, reconnecting with family members and communities, and other reentry preparation via electronic mail. Access will be provided at no cost to the resident. Access to these resources should be sufficient to pursue education and employment opportunities and correspond with potential educators or employers without limitation or hindrance, unless by court order. Contractor will provide a minimum of one internet-enabled computer for every 20 residents. The number of computers required is determined by totaling the estimated maximum number of in-house beds and the estimated maximum number of home confinement placements. Contractors are responsible for ensuring the printers provided allow for adequate resident access based on the number of computers.

F. Room Temperature - The contractor will maintain the facility temperature at a level appropriate for the season in accordance with 41 CFR 101-20.107 Federal Property Management Regulations and ASHRAE Standard 62 (American Society of Heating and Air Conditioning Engineers).

G. General - The performance site will not operate as a hotel or motel. Living quarters should be geared toward reentry and independent living.

The interior of the contract facility will be non-smoking, and signs will be conspicuously posted indicating this requirement. The contractor may designate smoking areas outside the contract facility 10 to 25 feet away from all entrances and exits, and must be in compliance with all local restrictions or ordinances.

H. Drinking Fountains - The contractor will ensure all drinking fountains are maintained in accordance with the ABA and the Clean Water Act.

I. Telephone - The contractor will provide the offenders telephone service which is accessible on the facility's premises. The use of pay telephones is acceptable. An adequate number of telephones shall be accessible to all residents, 24 hours a day, 7 days a week.

CHAPTER 4 - LIFE SAFETY

Any structure used to house federal residents must meet specific fire and safety standards before it can be approved by the BOP. In applying these standards, the safety and welfare of both staff and residents must be considered. The contractor will maintain an acceptable level of fire and life safety by complying with the most current fire safety codes, standards, and regulations set forth by the National Fire Protection Association (NFPA), BOP policies, and other local, state, and federal entities. The BOP will be considered the Authority Having Jurisdiction (AHJ).

Prior to the pre-occupancy inspection, the contractor will provide documentation from an independent certified third party NFPA Life Safety subject matter expert certifying the facility is in compliance with the most current version of the NFPA codes and standards. This independent inspector cannot be a local municipality, city or state official, and must be conducted in accordance with the most current version of the NFPA 101 Life Safety Code. Additionally, compliance with NFPA inspections, such as those required in NFPA 10, 25, 72, etc., will be requested by the BOP, but are not to be replaced with the requirement of a complete NFPA 101 Life Safety Code inspection. The certified third-party inspector must, at minimum, possess the most recent NFPA 101 Life Safety Code certification. A copy of the certification and/or licensure of the certified contractor performing the NFPA 101 Life Safety inspection will be attached to the report. Final approval is at the discretion of the AHJ. The contractor will provide the BOP with a newly certified independent third-party inspection with each new contract. Inspections must be completed no more than nine months prior to the Pre-Occupancy Safety Inspection.

The contractor will also comply with the most current version of the following California State Technical Information Bulletins, published by the California Bureau of Home Furnishings and Thermal Insulation (BHFTI): Bulletins: 106, 116, 117, 121 and 133. The facility will be protected throughout by an approved automatic sprinkler system in accordance with NFPA standards, BOP policy, and other applicable codes and standards. The BOP reserves the right to act as the (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

1. INSPECTION - The contractor will maintain current building inspections conducted annually by the local or state authority having jurisdiction per the NFPA, OSHA and BOP policy requirements. Inspection reports will be retained and made available to the BOP to indicate the inspections were completed in a timely and appropriate manner. Annual inspections include, but are not limited to, fire suppression system, fire extinguishers, (kitchen) hood suppression system, etc. This does not include required weekly, monthly, or any other required time sensitive inspection(s).

The BOP reserves the right to conduct inspections to verify compliance to all annual certifications and local/federal codes.

FIRE EVACUATION AND EMERGENCY PLANS - The contractor will maintain current written emergency plans. The contractor will train all staff in emergency procedures within one week of their initial employment. In addition, the contractor will include emergency training in annual refresher training for all staff.

The contractor will document all training in the staff member's personnel file.

The plans will describe the procedures to follow in emergency situations, and be updated on an as-needed basis. The contractor will submit to the RRM a current copy of the emergency plans after contract award and before the notice to proceed is given by the CO. The contractor will forward any subsequent changes or updates to the emergency plans to the RRM. The intent is that both the RRM and the contractor will have a set of current procedures to use if an emergency occurs.

The contractor will ensure all emergency contact telephone numbers and addresses are up-to-date and valid. The plans will identify potential emergency situations such as a fire or major emergency (including man-made and natural disasters) and outline appropriate action which ensures resident accountability and safety. At a minimum, the plans will include instructions for the following:

- Staff shall immediately notify the fire department by telephone for emergency response teams regardless of fire alarm system configuration or automatic dialer. (911);
- Facility and community search for missing residents;
- Automated information backup procedures (if needed);

- Utility services interruption (e.g., water, gas, power);
- Off-site evacuation location in case facility is uninhabitable;
- Procedures in the event of man-made or natural disasters;
- Evacuation routes and procedures;
- Notification of authorities, including internal and external; and
- Control or extinguishment of a small fire.

A. Diagramed Evacuation Routes and Drills - The contractor will post diagramed evacuation routes at a conspicuous location on every floor or level of the facility. The contractor will not use the site and floor plan for this requirement. The evacuation diagram will be by a computer aided drafting design program and contain no handwritten or hand drawn labels/markings.

A diagramed emergency evacuation route will identify "You Are Here" location and be compatible with the floor plan. This diagram will also show the exterior areas around the facility and indicate outside areas of the facility (for example, but not limited to, street names and/ or neighboring buildings) used as assembly points or other areas of safe refuge during an emergency evacuation or drill.

The diagram will include the location of building exits, fire extinguishers, pull-stations, first aid supplies, meeting area(s) (outside), and area(s) of safe refuge (interior). Floor evacuation diagrams shall reflect floor arrangement and be properly oriented.

The contractor will review all emergency and evacuation procedures, including diagramed evacuation routes, with each new resident upon arrival. Emergency procedures should be documented during the initial orientation process.

The contractor will conduct an evacuation drill at a minimum of one drill during each shift each quarter (a minimum of three drills). The contractor will document each drill which will include the staff members name who simulated calling emergency services, how the evacuation alarms were activated, date and time of the drill, amount of time taken to evacuate the building, evacuation path used, number of staff and residents participating, and comments.

B. Fire Alarm Systems - All buildings used to house federal residents must be equipped with an automatic fire detection and alarm system designed, installed, tested, and maintained in accordance with the NFPA. The system design must incorporate hard-wired smoke detectors in all sleeping rooms, corridors, and common areas. The alarm system must be hard-wired into an annunciator panel and located at a central control point under 24-hour staff supervision.

Facility staff as designated by the Facility Director will be trained and knowledgeable in the operation of the fire alarm system. A trained staff member will be on duty at all times.

C. Fire Extinguishers - Buildings used to house federal residents must be equipped with an adequate number of portable fire extinguishers that are sized, located, installed, tested, and maintained in accordance with NFPA. At least one extinguisher must be provided on each level of the building.

FURNISHINGS - Combustible and flammable fuel load sources will be kept to a minimum to prevent the possible spread of fire. The contractor's furnishings will meet the standard test requirements in the California State Technical Information Bulletins. The use of plywood in any circumstance is not authorized. Mattress must be of proper size and fit for the beds/bunks they are being used for.

All mattresses mattress pads, and pillows throughout the facility will meet the Flammability Standard DOC-FF-472, Federal Flammability Standard 16 CFR §1632 or 16 CFR 1633 and BOP policy. The contractor will maintain documented compliance of this requirement. Damaged, torn, cracked, or ripped mattresses, mattress pads, or pillows must be replaced. Patching, re-stuffing, or the repairing of any mattress, mattress pad, or pillow is not authorized.

Interior furnishings such as window covers, curtains, sofas, chairs, etc., will meet the requirement of all NFPA standards and BOP policy. These are to be considered minimum requirements. These furnishings will be maintained, replaced, per manufacturer's recommendations.

The contractor will maintain documentation of compliance with current NFPA standards, BOP policies, and other local, state, and federal entities.

NOTE: These requirements apply to the entire structure, even when federal residents occupy only a portion of the facility. An exception is when the area housing federal residents is separated from other areas of the building by a two-hour fire wall which meets the approval of the agency having jurisdiction.

EMERGENCY LIGHTING - Where required, NFPA approved emergency lighting will be installed in the event normal electrical lighting is disrupted. Normally, emergency lighting will be located at exit points and midway down hallways to assist occupants in exiting the facility in an emergency situation. These emergency lights shall be tested on a monthly basis for a minimum of thirty seconds (logged, visual test, not exceeding 30 days between tests) and on an annual basis for an hour and a half with a final reading of at least 0.06 foot candle (logged, functional test). The contractor must maintain a log documenting the testing of emergency lights. Emergency light testing will also be part of the independent inspection of the electrical system by a certified contractor (See Chapter 6 - Electrical Safety)

CHAPTER 5 - SANITATION & ENVIRONMENT

1. SANITATION - A well-defined sanitation and housekeeping plan is of utmost importance for the protection of health and well-being. In addition, proper sanitation throughout the facility complements fire and pest control efforts. Failure to maintain an aggressive program results in preventable accidents, injuries, and personal liability. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The contractor will maintain a written sanitation and housekeeping plan which provides for the upkeep of the facility. The plan will be made available to the BOP upon inspection.

The housekeeping plan will assign specific duties and responsibilities to staff and residents. The plan will address the following standards and activities:

- The facility and surrounding area will be kept clean and in good repair at all times.
- Sidewalks leading from the exits will always be clear of materials, debris, ice, and snow.
- The contractor will document weekly sanitation and safety inspections of all internal and external areas and equipment. Documentation will indicate corrective action to be taken on discrepancies found during these inspections. The action will be completed in a timely manner and will be documented and made available for BOP inspection upon request.
- Waste containers will be of noncombustible or flame-resistant material capable of extinguishing smoke and flame.
- Filters on furnaces and ventilation systems will be exchanged and kept clean per manufacturer's requirements. The contractor will not allow the ventilation system ducts and vents to accumulate excessive dust and dirt build-up.
- The contractor will equitably assign general housekeeping chores of common areas to all residents.
- Increased sanitation measures in times of flu outbreaks and/or pandemics, in accordance with the pandemic plan.

Residents are not permitted to perform work for the contractor,

except as part of the sanitation and housekeeping plan. The contractor will require residents to maintain high sanitation in their living areas. This includes sweeping and cleaning sleeping areas, recreation and day rooms, bathrooms and showers, passages and hallway areas. "Extra Duty" to clean an area of the facility may be imposed for minor rule infractions in accordance with the chapter on discipline. The contractor will not use residents in lieu of paid workers.

2. ENVIRONMENT - The contractor will establish an appropriate recycling program to include, at a minimum, aluminum cans and newspapers, or to meet applicable local recycling requirements.

CHAPTER 6 - ELECTRICAL SAFETY

The contractor will comply with all local, state, and national electric codes to include the National Electric Code (NEC), OSHA standards, and BOP policy. In the event local, state, and national codes conflict, the most stringent will apply. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

Prior to the preoccupancy inspection, the contractor will provide documentation of an independent inspection of the electrical system by a certified contractor. Inspections must be completed no more than nine months prior to the Pre-Occupancy Safety Inspection. Inspection documentation results will be a detailed report certifying the following at a minimum: all GFCIs are in good working order; receptacles are not loose in the wall or worn unable to properly hold electrical cords/devices; wiring of receptacles/branch circuits is correct; branch circuits are not overloaded; electrical indexes are correctly labeled; interior panel board terminations have been torqued to manufacture recommendations and preventive maintenance has been conducted; exterior and interior grounding systems/conductors are installed and maintained according to the NEC; transformers have had preventive maintenance conducted; emergency lighting/exit signs are installed and maintained according to the NFPA and all personal living and sleeping areas in the facility meet the lighting requirements as set forth in the most current and subsequent issues of the ACA Standards for Adult Community Residential Services. A copy of the certified contractor performing the electrical system inspection will be attached to the report. The contractor will provide the BOP with a newly certified independent third-party inspection with each new contract.

1. GROUND FAULT CIRCUIT INTERRUPTER (GFCI) - The contractor will use GFCIs on all 110-volt single phase outlets within 180 centimeters (5.9 feet) of a water source. GFCI outlets are also required in areas setup as kitchen-type countertops. This includes, but is not limited to tables being used to house mini-refrigerators, microwaves, coffee makers, and water coolers. GFCI wiring will be 14-gauge with ground. Standard wiring is usually 12-gauge with ground.

2. PANEL BOX - Interior electrical panel box covers will

contain an accurate directory. The directory will reference the disconnecting means of electrical equipment, such as the breaker switch, and indicate the area which it controls. The directory will be legible and easily recognizable. The outside of the electrical panel box must contain either a numeric or alpha indicator near the top of the panel to identify the different boxes in a room. Office materials and equipment cannot be stored in an electrical room.

3. EXTENSION CORDS - The contractor will not use extension cords in lieu of hard or permanent wiring. Permissible, temporary extension cords must have surge protectors.

4. RECEPTACLES - Wiring and receptacles must be grounded. Two-wire outlets may not be used.

5. FLOOR SPACE HEATERS - Floor space heaters that are cool to the touch and utilize an automatic shutoff if overturned may be used.

6. FANS - Appropriate guard grids on oscillating or floor fans will be in place.

7. ELECTRIC SAFETY - The following electrical safety standards will apply:

- Damaged or frayed wiring cannot be taped or spliced. The use of electrical tape to repair cut or damaged cords or cables is prohibited. Cords and cables must be repaired by the proper means (e.g., use of heat shrink tubing, or re-installation of cords or cables to equipment). Bare wire may not be exposed.
- Empty light fixtures or fuse sockets may not be exposed or unprotected. Missing knock-outs, circuit breakers, or other openings in electrical equipment must be enclosed to prevent exposure to live or energized ports.
- The use of multi-outlet electrical adapter plugs is prohibited.
- Damaged plate covers, switches, and outlets must be replaced.

8. An Electrical Maintenance Program (EPM) shall be established.

The EMP shall establish procedures and intervals for the servicing, inspection, and testing of the requirements of Chapter 6. The EMP will be in accordance with the manufactures recommendations, NEC, ANSI, BOP policy and other local, state and federal entities, as applicable. Documentation of the program will be made available upon request to the BOP.

CHAPTER 7 - HAZARDOUS COMMUNICATIONS/CHEMICAL CONTROL

The contractor will establish and use a written plan for the storage, issuance, handling, and accountability of all chemicals, to include hazardous, toxic, caustic, and flammable materials, and personal protective equipment (PPE) in the facility. Hygiene items are exempt from the Hazardous Communication program. Aerosol spray cans are not considered to be pressurized containers. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The contractor will also address universal precautions in regard to blood and body fluids. All body fluids are to be considered as potentially infectious. The contractor will maintain a body fluid clean-up kit in the facility.

The Environmental Protection Agency (EPA) and OSHA establish standards for the proper handling and use of toxic, caustic, and flammable materials. When using hazardous materials at the facility, the contractor will provide protective clothing at no cost to the resident in accordance with the Safety Data Sheets (SDS).

Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunities for review. The contractor will remain in compliance with federal statutes during the performance of the contract, including but not limited to the Clean Air Act, Clean Water Act, Endangered Species Act, and the Resource Conservation and Recovery Act, as well as other applicable laws, regulations, and requirements.

The contractor will be responsible for and will indemnify and hold the Government harmless for any and all spills, releases, emissions, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. Therefore, for the purposes of any environmental statute or regulation, the contractor will be considered the "operator" for any facility utilized in the performance of the contract, and will indemnify and hold the Government harmless for the failure

to adhere to any applicable law or regulation established to protect the human or physical environment. The contractor will be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge is performed by the contractor, its agent or designee, a resident, visitor, or any third party.

If the contractor spills or releases any substance into the environment, the contractor will immediately report the incident to the CO through the RRM. The liability for the spill or release of such substances rests solely with the contractor and its agent.

At no time will the contractor dispose of hazardous, toxic, or caustic substances by unsafe methods. Unsafe methods include spreading or pouring it onto the ground, dumping in a lake, river or stream, and flushing into sewers.

1. TRAINING - The contractor will train all staff in the proper handling and use of all chemicals, to include hazardous, toxic, caustic, and flammable materials within two weeks of their initial employment, whenever a new hazard is introduced into their work area, and annually thereafter.

All residents will receive training during intake screening. The contractor will document all training.

Training, for both contractor staff and residents, will include:

- Methods that may be used to detect the presence or release of hazardous materials in the facility;
- The potential health hazards of chemical spills in the work area;
- The measures employees and residents can take to protect themselves from these hazards, including procedures such as universal precautions and personal protective equipment; and
- The details of the hazard plan developed by the contractor, including an explanation of the labeling system and the SDS, and how employees and residents can obtain and use the appropriate information regarding hazardous materials.

Hazard Communication Safety Data Sheets (SDS) - When using an identified hazardous material, or any chemical material, the

contractor will obtain and maintain the SDS (OSHA form 3493-02) or its equivalent for that material. SDS forms will be maintained and readily accessible to staff and residents. The SDS form lists information about the storage, use, and disposal of the material and those requirements will be followed. A staff member will be assigned to review chemical storage and use; to include an annual review of all SDS forms to ensure accuracy and that they are current. Staff will document this review and make it available to the BOP upon inspection.

2. MANAGEMENT - The contractor will provide a method of accountability and supervision for chemicals and hazardous materials. Employees will continually demonstrate to residents the proper use of these materials. Resident personal hygiene items are exempt from this requirement.

NOTE: Flammable materials such as, but not limited to, gasoline, kerosene, propane, and paint thinner will be stored outside of the main facility. These items will be stored in a proper storage container and/or area, unless otherwise indicated by the authority having jurisdiction.

If chemicals and associated materials (ex., PPE, cleaning brush, etc.) are issued to a resident for authorized use, the resident will:

- Sign and date an acknowledgement specifying they understand the proper use and potential health hazards of the chemicals and associated materials received, and
- the type of chemicals and associated materials received, to include the amount of chemicals and associated materials received.

Upon the return of chemicals and associated materials to the contractor, the resident will:

- Sign they have returned all chemicals and applicable associated materials issued to them.

The contractor will sign and date to attest for chemicals and associated materials issued and returned by the resident.

The contractor will provide adequate supervision required for all chemicals and hazardous materials. The SDS form will outline the precautions to be used for each chemical.

The contractor will use good judgment when making decisions regarding the use and storage of chemicals and hazardous materials. The intent is to manage chemicals and hazardous materials in accordance with governing regulations while providing a safe environment for both residents and staff members.

All secondary containers in the RRC shall have a label with the following information: Product Identifier (Name of the Chemical); Signal words (Danger or Warning or None, depending on the Hazards of the Chemical); Pictograms (Nine different pictures that Display Specific Hazards); Hazard Statements (Physical, Health or Environment Hazards); Precautionary Statements (General, Prevention, Response, Storage & Disposal); and Company Information (Manufacturer and/ or Distributor Information).

CHAPTER 8 - PEST CONTROL & WASTE MANAGEMENT

1. PEST CONTROL - The contractor will provide for vermin/pest control and disposal. Control and accountability of pesticides and rodenticides are mandatory. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The contractor will place screens, in good condition, on all open windows and doors throughout the contract facility to include food preparation and dining areas. Screens are not required on exit doors.

The contractor will ensure all windows, doors, window style air conditioning units, cracks, and holes in and outside the building, will be properly sealed to minimize the entrance of pests.

The contractor will post a notice 24 hours in advance notifying residents of the application of pesticides. This notice will include the type of pesticide used and will remain posted 24 hours following the application of the pesticide.

If the contractor subcontracts an outside pest control company to perform pest control services for the facility, the pest control company must provide SDS forms for all pesticides to be applied at the facility. In addition, after the application, the pest control company must inform the RRC in writing regarding what pesticide was applied and the amount used.

2. TRASH REMOVAL - The contractor is responsible for all trash removal. The contractor will provide noncombustible containers in such sizes and quantities needed for sufficient trash collection. Trash will be removed at least daily from inside the facility. The contractor will ensure all garbage is removed from the facility property in such a manner to ensure sanitation and to prevent accumulation, odors, and pest control problems.

CHAPTER 9 - REFERRAL AND INTAKE PROCESSING

The contractor will have written policy and procedures governing resident referral and intake processing.

It is the philosophy and policy of the Bureau of Prisons that all inmates are afforded the opportunity for community placement; including but not limited to, sex offenders, violent offenders, arsonists, etc., in RRCs. Policies which may restrict the placement of inmates within community facilities are subject to the interpretation of the BOP, who is the determining agency for placement in community facilities.

The contractor will accept all inmates for placement at the facility and manage any inmate referred by the RRM. In cases where local and/or state laws or ordinances do not allow for placement of a specific type of referral, the contractor will submit written justification to the RRM who will determine if the justification is in compliance with the technical proposal. Acceptance of a federal inmate under this contract not referred by the RRM may result in non-payment or other negative contract action. The contractor is responsible to immediately communicate with the RRM any changes in local, state, or other ordinances, laws, regulations, etc. which may impact their ability to house all inmates during the life of this contract.

1. REFERRALS - The RRM will forward a referral packet (electronically or via mail) to the contractor requesting a specific placement date. If the placement date is within the next 30 days, the contractor must respond within two working days. If the placement date is more than 30 days from the date the referral is received, the contractor must respond within five working days. If the requested acceptance date is not granted, a written justification must be provided to the RRM.

A. Acceptance - The contractor will provide notification of acceptance to the RRM confirming the reporting date. If the reporting date differs from the date in the referral packet, the contractor must obtain concurrence from the RRM before notifying the referring source of the acceptance.

1) Individuals transferring from a BOP institution - The contractor will send the notification of acceptance and the RRC rules and regulations to the resident in care of the Unit Manager as indicated in the referral packet.

2) Supervision cases - The contractor will provide the resident with copies of the acceptance letter, collection agreements, and RRC rules and regulations upon admission to the facility.

2. ADMISSION - Immediately upon a resident's arrival, staff will conduct a private interview with the resident to determine if there are any non-medical reasons the resident should be housed separately from the facility's offender population.

During the interview, contract staff will evaluate the general physical appearance and emotional condition of the resident and ask questions pertaining to both physical and mental health, ensuring that, at a minimum, the requirements on the *RRC Elements of the Medical Examination for Residents Committed Directly to the RRC*, Attachment B, Part 1, are met. Residents will be further screened for risk of victimization and abusiveness in accordance with PREA requirements. If after screening the resident is determined to be at risk of victimization or abusiveness, the RRM must be contacted to refer the resident for Community Treatment Services. It is important for the intake staff to ask the resident about medications (e.g., do they have any prescribed medication from the institution, how much, and are they in compliance with taking their medication). All information provided by the resident regarding medication will be confirmed with the medical referral document(s) and the Bureau Electronic Medical Record. If the resident is on prescribed medication, the contractor will initiate a process to ensure the resident receives his/her medication prior to the expiration of the current supply. The contractor is to ensure prescribed medication is controlled and distributed in accordance with the facility's written policy on prescribed medication.

In addition, during the interview, staff will inform the resident about the RRC rules and regulations to include the contact person(s) regarding incidents of sexual abuse/assault, discipline, curfew, and visiting.

The contractor will issue each resident one complete set of clean bed linens and towels. The contractor will provide for the exchange or laundering of these items on a weekly basis at no cost to the resident.

When an offender is indigent, the contractor will provide personal hygiene articles at no cost to the offender. Examples include soap, shampoo, deodorant, toothbrush, toothpaste, comb, razor and toilet paper. The contractor will also provide feminine hygiene products to female residents.

3. NOTIFICATION - The contractor will electronically transmit via the R3M (Email or facsimile transmittal is acceptable in the event the application is down, upon verification with the RRM) an admission/transfer/release activity form immediately for all inmate movement to the RRM indicating all arrivals/transfers/releases, including any during the evening hours, weekend, or holidays. If the reporting inmate is a supervision case, the contractor will, in addition, notify the appropriate USPO. Notifications must include full name, register number, and the time/date of arrival/transfer/release. All releases will also include the complete release address.

Accountability is paramount. Should a resident not arrive at the designated time, the contractor will immediately notify the RRM that the resident failed to report to the RRC.

There are instances of late arrivals where there are circumstances beyond a resident's control. In these cases, the contractor must verify the reason and notify the RRM immediately that the resident has arrived and reason he/she did not arrive by the designated time.

Any inmate committed to the BOP who fails to report to a contract facility for admission will be placed on escape status.

Residents housed at an RRC as a condition of supervision are ordinarily not in the custody of the BOP. These residents who leave without authorization have absconded from supervision rather than escaped from custody.

Determination of escape or abscond status rests with the BOP.

The contractor will process the following required documents and return them to the RRM within one calendar day of a resident's arrival. The contractor will maintain copies of all these documents in the resident's file.

A. Transfer Orders - For institution transfers, the contractor will sign and return the *Transfer Order (Return of*

Service) to the RRM within one business day of the resident's arrival.

B. Judgment/Commitment Order - The contractor will execute the Order immediately upon arrival of residents placed in BOP custody as a condition of probation. Staff must execute the certified Orders, and return one to the RRM and one to the U.S. Marshal (USM) of the sentencing district.

C. Fingerprints - At a minimum, key contractor staff will be trained in fingerprinting procedures. For institution transfers (BOP cases), the contractor will execute the *Authorized Unescorted Commitment & Transfers Identification Card* by fingerprinting the resident's thumb in the designated area immediately upon arrival. The contractor will forward the executed card to the RRM within one business day of the resident's arrival. It is critical staff compare the new thumbprint with the thumbprint on the card to verify the identity of the resident. Identification is also determined by comparing the resident with the photo on the card and questioning the resident about their name, date of birth, offense, and register number.

The contractor will obtain one set of fingerprints on direct court commitments. Fingerprints will be obtained immediately upon arrival and forwarded to the RRM.

The fingerprint cards will be forwarded to the RRM by the next business day.

D. Initial Intake Form - The contractor will complete the *Initial Intake Form*, (Attachment C) for each resident and place it in the resident's file.

E. Photograph - The contractor will digitally photograph each resident when they are admitted to the RRC and upload the photograph into the current bureau referral and population management application (R3M). The resident will be re-photographed if there is a significant change in his/her appearance during the RRC placement. This procedure will provide for a recent, clear means of identification, which is useful in subsequent matters of investigation, discipline, or escape.

F. Conditions of Residential Reentry Programs - Each resident must sign the BOP form *Community Based Program Agreement*. If a resident is transferred from a federal institution, this form should already be in the resident's file, signed by the resident. However, if the form is absent from the file, the contractor will have the resident sign the form and place it in the resident's file. This requirement is applicable to all residents.

G. Identification - Upon intake the contractor will ascertain from the resident if they possess a valid birth certificate and/or state issued identification card and will maintain related data. If the resident does not possess a state issued identification card, the contractor will assist and facilitate the resident in the process of obtaining a state issued identification, to include printing and completing necessary paperwork, mailing documents, providing transportation to the state department of motor vehicles, and facilitating appointments to obtain a birth certificate and other related documents necessary to obtain a state issued identification card.

H. Screening - All cases committed directly to the facility will receive a medical/mental health screening immediately upon arrival which will contain at a minimum all the requirements in Attachment B (Part 1). Special emphasis should be given to chronic health conditions such as diabetes, hypertension, and infectious diseases such as TB, HIV, hepatitis, etc., as well as any mental health concerns. The screening is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease.

The contractor will notify the RRM of those residents with immediate medical or mental health needs, and/or infectious diseases. The results will be documented, placed in the resident's file, and sent to the RRM. However, if a resident is suspected of having an infectious or debilitating health problem during the RRC initial screening, the contractor will arrange for an immediate examination within one calendar day after arrival.

I. Medical Examination - All cases committed directly to the facility will receive a medical examination, in accordance with Attachment B (Part 2), within 5 working days after arrival.

This examination is to identify any medical or mental health conditions which may require treatment.

NOTE: The complete health examination will include relevant diagnostic procedures as indicated in Attachment B (Part 1 & 2). All residents should be tested for TB (PPD test/read and, if positive, a chest x-ray), and any other infectious/communicable diseases if clinically indicated.

J. DNA Analysis Procedures - The DNA Analysis Backlog Elimination Act (DNA Act) requires the BOP to obtain DNA samples from all residents with qualifying offenses in order to comply with the DNA Analysis Backlog Elimination Act of 2000 (P.L. 106-546) and USA Patriot Act (P.L. 107-56). These laws require DNA samples to be obtained from residents convicted of all federal codes. Samples must also be obtained from qualifying D.C. Code felony offenders.

Residential Reentry Contract Facility Procedures for DNA Collection

Each contract facility will be responsible for arranging the collection of DNA samples from adult residents whom the RRM has identified as requiring testing. These residents include:

- RRC residents, including direct court commitments;
- Residents on home confinement;
- Residents housed in state facilities; and
- RRC failures in a non-BOP facility (e.g., jail).

Only residents who are serving terms of imprisonment with the BOP need to be evaluated for DNA sample collection.

Steps for DNA Sample Collection:

1. Identification of Residents

The servicing RRM office will provide each contractor with a *Request for DNA Collection Letter*, Attachment D, requesting the collection of DNA samples on any resident identified as requiring DNA testing.

2. Collecting DNA Samples

Once the RRM office identifies a resident requiring DNA testing, they will forward Attachment D, requesting the collection of the DNA sample, the swab kit, and a *DNA Fact Sheet*, Attachment E, to the contractor.

- Upon receipt of Attachment D, the contractor will contact BOP staff to obtain the resident DNA number for inclusion on the Request for National DNA Database Entry cards. Upon receiving the assigned resident DNA number, contract staff have 24 hours to obtain the DNA sample from the resident. (NOTE: Strict accountability of DNA numbers must be maintained to ensure that proper/assigned numbers are provided with the correct resident DNA sample.)
- Once a DNA number is placed on a kit and the collection is completed, the kit will be sent directly to the FBI by the contractor within 24 hours of collection.

Refusals to Submit a DNA Sample

- In the event a resident refuses to submit DNA to the contractor taking the sample, the resident should be counseled regarding the obligation to provide a sample. Should the resident continue to refuse, the contractor will contact the RRM.
- Residents who refuse DNA testing may be designated to an appropriate BOP facility in order to obtain the DNA sample.

Training

Instructions for the use of the Buccal Swab Kit are included with each kit. Additional training to include pamphlets and an instructional video are available on the manufacturer's website.

CHAPTER 10 - PROGRAMS

The contractor will make use of, and rely upon information provided by the BOP regarding the risks and individual needs of each resident.

1. RESIDENT CASE MANAGEMENT

A. Individualized Program Plan (IPP)

Within 10 calendar days of the resident's arrival at the RRC, Case Managers, in consultation with the EPS, will complete the IPP, using Attachment F or subsequent revisions.

(NOTE: Bureau of Prisons may elect to develop and implement the Individualized Program Plan as part of R3M. Upon implementation it is required that the contractor utilize the individualized program plan within R3M). The IPP is the "roadmap" for the resident's case management while at the RRC. The IPP will address all of the resident's needs and risks identified in the information provided by the BOP and by the RRC. Nearly always, the resident has needs greater than employment (e.g., further educational and vocational training, mental health treatment, assistance in reintegrating with family, etc.)

The contractor will clearly identify in the IPP how they will prioritize and assist the resident in addressing elements of the IPP, to include specific program activities and a time table for achievement of these goals. The IPP must be loaded into R3M after every bi-weekly plan update in .pdf format.

B. Progress Reviews (PR)

Within two weeks of the IPP completion, the contractor will begin conducting biweekly Progress Reviews with the resident. The PRs must have substance and indicate the resident's progress or lack of. These IPP progress notes will be documented in Attachment F. The PRs must be dated and signed by the staff member that authored the report and signed by the resident. The PRs must be used as the basis for the terminal report. The original signed copy will be placed in the resident's file.

C. Program Review Team (PRT)

The contractor will implement a multi-disciplinary team approach to determining resident program needs, and will monitor participation to encourage pro-social behaviors.

The PRT will consist of one or more representatives of each of the following: 1) Facility Director or caseworker; 2) the EPS; 3) treatment provider if the resident is a CTS participant; 4) BOP RRM staff; and 5) USPO. If the USPO, CTS treatment provider, or BOP staff is not able to participate in the PRT, the contractor will solicit their input regarding the resident's programming needs and goal completion.

It is the expectation the PRT will review the Individualized Program Plan and subsequent progress reviews as part of a comprehensive discussion of the resident's progress to date. At a minimum, the PRT will meet on a monthly basis. Documentation of monthly PRT meetings will be included in the resident file.

The contractor will provide all participants with a schedule of the PRT meetings, preferably two weeks in advance. BOP staff will participate when their schedules permit.

D. Program Planning and Progress:

It is the responsibility of the Case Manager to develop and coordinate reentry programs to ensure continuity of care for the resident and facilitate services for residents with special needs (e.g., sex offenders, significant medical and mental health issues, drug and alcohol use, and specialized female resident programming). This coordination will include consultation with the SCTC for treatment that is provided under CTS contracts. The SCTC determines which residents will participate in drug use, mental health, and sex offender treatment. The reentry programs to provide services for residents with special needs exclude the treatment provided by CTS providers.

Release of Information: In cases where a resident is participating in medical or mental health treatment outside of the facility, the contractor will ensure they obtain a release

of information from the resident and consult with the care provider for information to be included in the IPP.

Family Participation: The contractor will make every effort to include the resident's family members/significant others in the reentry program planning process, including permitting members of a resident's family to attend any RRC orientation. The purpose is to cultivate a network of support for the resident's return home; therefore, family is defined broadly and may include extended family members, partners, close friends, or mentors. Contractor must clearly post visiting hours, which must include multiple weekday evenings (after 6:00pm) and weekend time. Residents must be given a copy of the contractor's visiting hours upon arrival. Documentation must be maintained on the contractor's attempts to include family members in the initial orientation, program planning meetings, and other activities surrounding the programming of the resident. Refusal or reluctance of the resident to include family members in this process should also be documented and discussed with the RRM. The contractor will also make every effort to permit routine family visitation throughout the duration of the resident's stay at the RRC.

USPO Participation: The contractor will consult with the USPO when developing reentry plans for USPO cases. The reentry plan will be signed by the contractor and resident, and when applicable, the supervising authority. If the resident refuses, staff witnessing the refusal will place a signed statement to this effect with the plan.

2. PROGRAM COMPONENTS

After completion of the IPP, the contractor will identify in which component to place the resident, based upon the program plan. The program components are community corrections, pre-release, and home confinement.

Residents in all components are provided the same general program resources. A resident will move from one component to another component based upon his/her demonstrated level of responsibility, supervision needs, and restrictions based on the individual's sentence. This will be further determined through the individualized program plan developed for each resident. There is no requirement a resident progress through each component in order. Residents should be placed in the

component as indicated by their IPP. In addition, a resident may be given increased privileges within a component as they demonstrate increased levels of responsibility (e.g., a resident in the pre-release component may not be ready to immediately receive a weekend pass but rather may begin with evening or day passes and then graduate to weekend passes). The contractor must have a thorough understanding of the components including the requirements for each component.

A. Community Corrections Component - The community corrections component is the most restrictive. Except for employment, participation in religious activities, approved recreation, program needs, community programs, and emergency situations, the resident is restricted to the RRC.

The PRT determines when the resident is appropriate to move into the pre-release component if initially classified as community corrections component. The Facility Director is given authority to move a resident into the pre-release component based on feedback provided by the PRT and as documented in the IPP.

B. Pre-release Component - Residents in the pre-release component generally have more access to the community and family members through weekend and evening passes, in accordance with the Authorized Absences section of this SOW. The resident must develop a daily detailed itinerary that is scheduled in advance and approved by RRC staff. The itinerary must include travel routes, destinations, and time frames.

C. Home Confinement - Home confinement is the least restrictive component. It is the BOP's expectation that through the use of the IPP, the majority of residents will transition to the home confinement component upon their statutory home confinement eligibility date. When a resident is not involved in approved activities, programming requirements, and/or employment, they are required to remain in their home. The goal to place a resident on home confinement will be included in each program plan along with a projected date for accomplishment. (For specific procedures related to home confinement, refer to Chapter 11 of this SOW.)

3. INDIVIDUAL ORIENTATION

The contractor will have written policy and procedures regarding resident orientation, case management, and transitional programming. At orientation, the contractor will refer the resident to available reentry programs and services as indicated by the individualized program plan and ensure resident is aware of community resources and partnerships. The contractor will provide all residents a copy of the BOP's publication, *Reentering Your Community: A Handbook*, available online at https://www.bop.gov/resources/pdfs/reentry_handbook.pdf. Contractors will provide a hard (paper) copy of the BOP's publication.

The contractor will provide all programs, services, and opportunities without discrimination based on race, color, religion, sex, national origin, physical or mental disability, age, retaliation, or sexual orientation.

The Facility Director will ensure each resident receives an orientation about the facility rules and accountability requirements. The contractor will establish an orientation checklist and staff will have the resident sign and date this document as they complete each requirement, and place the original in the resident's file. Whenever possible, the contractor will invite and permit family members to attend the orientation provided the resident consents. Orientation will normally last until the resident is aware of all topics included but should not exceed three working days from date of arrival. In accordance with Federal Acquisition Regulation 11.403(e), the term "working day" excludes weekends and U.S. Federal Holidays. Orientation shall include the following:

Facility Rules:

- Facility's program opportunities;
- Components and what they mean;
- Facility's disciplinary system;
- Universal precautions;
- Sexual abuse/assault intervention;
- Human immunodeficiency virus (HIV) and Hepatitis B & C prevention (e.g., risks regarding sexual behavior and drug abuse);

- Suicide prevention;
- Medication requirements, to include over-the-counter and prescribed medication and expectations of medication compliance; and
- Requirements for urine surveillance and testing.

Accountability:

- Decision making and consequences of decisions;
- Personal accountability;
- Personal management of challenges during RRC residency;
- Resource person(s) in the facility;
- Consequences of escapes;
- Sign-in/sign-out procedures;
- Pass and furlough procedures;
- Component assignment; and
- Appropriate behavior in the community and the RRC.

RRC staff must exercise flexibility and utilize existing community resources to ensure all residents have access to religious services. Each request for religious activities will be handled on a case-by-case basis and the RRM will be contacted for guidance when there could be potential management concerns.

4. RECREATION

The contractor will provide the opportunity for residents to engage in recreational activities. These activities are ordinarily provided in the facility and may include television viewing, table games, and exercise equipment. However, if in-house recreation is not possible, alternative recreation will be made available in the community, at a specified location, with a written plan submitted to the RRM for approval. The alternate plan must list a specific location within a reasonable distance of the RRC located in an area that supports the mission of the BOP. Residents, including those in the community corrections component, may sign out for up to one hour per day (excluding travel to and from) to the alternate recreation location. The sole purpose will be for exercise or recreational activity.

5. EMPLOYMENT

The contractor will develop and provide an employment assistance program. Emphasis should be placed on assisting the resident in finding viable employment that will potentially offer long-term employment based upon their skills and capabilities. The contractor must provide, at no cost to the resident, transportation or public transportation vouchers to assist residents in seeking and maintaining employment until such time as the resident receives their first paycheck, and no longer meets the definition of indigent. If the contractor is providing transportation, the type used, schedule, etc., must be described in the technical proposal.

The Employment Placement Specialist (EPS) (for contracts not requiring EPS the contractor will designate who will perform the required duties in their technical proposal) is responsible for providing residents with employment assistance in accordance with, but not limited to, the following:

- IPP;
- Job placement resources both in the RRC and in the community, to include the Department of Labor's One-Stop System, consistent with current labor market trends;
- Employment information assistance using computer-based technology and resources which include career assistance software and on-line resources (e.g., Internet, America's Career Info Net). The EPS will have direct access to the Internet to meet this requirement;
- Portfolio development, resume writing, proper dress, and interview techniques training;
- Individual and group counseling, case management, and post-release follow-up relative to employment within the community, to include the area where the resident plans to live following release;
- Employment job fairs either on-site or in partnership with other organizations, such as community colleges; and
- To maximize job retention, every effort should be made to match a resident's skill levels to an actual job placement. For example, an experienced heavy equipment operator may not be appropriately employed as a short order cook at minimum wage.

Bi-weekly Status Report: If full-time employment, or active progress towards meeting other identified needs and goals, is

not obtained within 30 days of arrival to the facility, the contractor will forward to the RRM a biweekly status report of the efforts to assist the resident and maintain a copy in the resident's file. The EPS and the Case Manager, will develop a plan to involve the resident in productive activities such as volunteer work or community service to minimize the amount of idle time. The plan and IPP progress notes regarding the resident's efforts and progress will be placed in their case file.

Self-employment or employment by a resident's family member must be approved by the RRM.

Approval and Verification

- Legal status notification: Each resident's employment requires the contractor's written approval. The contractor will ensure through documentation that the resident's employer is aware of the resident's legal status prior to beginning employment. This notification can be conducted via U.S. Mail, fax, e-mail, or telephone. However, the contractor must obtain written verification from the employer of the notification. If employer notification is via telephone, written documentation must be obtained within seven calendar days. At no time should the resident be allowed to hand deliver the notification to the potential employer. Any changes in a resident's employment will require advance approval by the contractor.
- On-site visit: For each job a resident acquires, the contractor will verify employment by an on-site visit during the first seven calendar days, and document the visit to include date and the title of the person contacted. The contractor will request the employer notify the contractor if the resident does not report to work as scheduled, is terminated, or quits. A telephone number and contact person at the RRC will be provided to the employer to report such incidents.
- Monthly check: Thereafter, at least monthly, the resident's employment supervisor will be contacted by phone or site visits to substantiate attendance and discuss any concerns which may have arisen. The contractor will make additional contacts only as necessary. All contacts

concerning a resident's employment will be documented in the IPP progress notes.

All residents (BOP and USPO cases) are subject to these requirements. The contractor will report any deviation to the RRM. Any modifications of these requirements for USPO cases may be approved by the Facility Director or Assistant Director with USPO concurrence. Documentation will be maintained in the resident's file.

Work Restriction - Restriction from work will not be used as a disciplinary sanction. Informal resolution will not impede or control a resident's ability to work.

6. RESIDENT'S FINANCIAL RESPONSIBILITY

The Bureau expects each sentenced resident to meet his or her legitimate financial obligations. To provide for the continuity of the Bureau's policy concerning the Inmate Financial Responsibility Program, the contractor will establish a program which includes the following:

- All residents, with staff assistance, will develop a budget and financial plan to address all financial obligations.
- Each financial plan will be monitored effectively to ensure satisfactory progress is being made.
- Appropriate consequences will be incurred by residents who refuse to participate in the program or fail to comply with their financial plan.
- The financial plan will include the following obligations, ordinarily in the order listed:
 - o Special Assessments;
 - o Court-ordered restitution;
 - o Fines and court costs;
 - o State or local court obligations;
 - o Other federal government obligations.

The contractor will develop a working relationship or point of contact (the courts and United States Attorneys' offices) to assist residents in making court-ordered payments and will record the resident's progress toward meeting those obligations. The contractor will provide pertinent addresses to residents concerning payment of court-ordered financial obligations.

Loans to residents are strictly prohibited.

7. RESIDENT RELEASE DEVELOPMENT

The resident's IPP and progress reports will include efforts at locating suitable housing, employment, identification, health care and other reentry needs. Contractors will maintain documentation of the assistance provided to each resident in the resident's file.

Contractors are required to routinely review resident pay stubs to ensure accountability for work hours and for assistance when developing the Individual Program Plan.

USPO Supervision: In cases where a resident will be released from the facility and continue under USPO supervision, the contractor will verify the proposed address and forward written comments regarding its suitability to the USPO for approval within six weeks of the resident's anticipated release.

8. DRIVING

The BOP encourages the approval of driving privileges for those residents who are responsible and appropriate. The Facility Director is the approving authority for driving privileges for BOP residents. The USPO is the approving authority for USPO residents to drive unless otherwise specified by the USPO.

The contractor will document all relevant information on the BOP form *Authorization to Operate a Motor Vehicle* in the resident's file.

The resident must adhere to the conditions as outlined below:

- The resident must provide proof of valid insurance (at least liability or the minimum state requirement), a driver's license, vehicle licensing, registration, and a current driving record to the contractor.
- The resident is responsible to ensure the registration, driver's license, and insurance are valid throughout their stay at the facility.

- The contractor will maintain copies of these documents in the resident's file, with the exception of the driver's license.
- The contractor will include the driver's license number, expiration date, and a description of the vehicle in the resident's file. If the vehicle to be used is the property of a person other than the resident, the contractor must have documented proof of valid insurance, vehicle licensing and registration, and a signed authorization (either notarized or witnessed by RRC staff) to use the vehicle obtained from the legal owner.

9. COMMUNITY TREATMENT SERVICES (CTS)

The SCTC will determine which residents will participate in drug use, mental health, and sex offender treatment. Drug use, mental health, and sex offender treatment will be provided only by CTS contract treatment providers identified by the SCTC. The SCTC provides clinical oversight of the resident's treatment and of the contract treatment providers.

Resident participation in CTS: The RRC will be notified of a resident's participation in CTS by the SCTC via a *CTS Authorization*. The *CTS Authorization* will contain the contract treatment provider's name, address, and telephone number.

- RRC staff have an obligation to ensure the resident contacts the CTS treatment provider within three days of arriving at the RRC to schedule an appointment.
- If the *CTS Authorization* is sent after the resident's arrival at the RRC, the contact should be made within three days of receiving the form.
- The resident must be seen for an initial appointment within ten days of arrival at the RRC or within ten days of receiving the *CTS Authorization*. The RRC will work with the contract treatment provider to ensure residents are attending all subsequent appointments.

Communication: Communication between RRC staff and the treatment provider ensures that continuous resident accountability and public safety are maintained. Regular contact between the RRC staff, treatment staff, and other involved staff is essential. This may be accomplished through

on-site visits between RRC and treatment providers, telephone contact, e-mail, or participation on the PRT or the RRC's Community Relations Board. RRC staff observes the resident's daily behavior and reinforces the importance of the relationship between the resident's compliance with RRC regulations and treatment. Contact between the RRC staff, treatment staff, and other involved staff must be documented in each resident's individual program plan.

Transportation: The RRC contractor is required to ensure all residents have transportation to all required CTS appointments. This can be accomplished through public transportation if available, ride vouchers, or contractor provided transportation.

10. SPECIAL SUPERVISION CONDITIONS

Courts or the Parole Commission may require residents to become involved in specific programs upon release from the RRC or in some instances, while confined at the RRC (e.g., mental health aftercare, alcohol treatment, community service obligation). The contractor will confer with the USPO and RRM on policy and procedures for implementation of all special supervision conditions.

11. MARRIAGE

The contractor will refer a BOP resident's request for marriage to the RRM, with the contractor's recommendations. Marriage requests for residents under supervision will be forwarded to the US

CHAPTER 11 - HOME CONFINEMENT

Home confinement is the least restrictive component of Residential Reentry. A contractor will recommend home confinement as indicated by the IPP. When placed on home confinement, residents are required to remain in their home when not involved in approved activities, programming requirements, or employment.

Through the use of the IPP, it is the BOP's expectation that the majority of residents will transition to home confinement upon their statutory home confinement eligibility date. The contractor will make maximum use of the home confinement component by referring all eligible and appropriate candidates to the PRT for review.

Residents should be reviewed for home confinement at the time of the IPP, and every meeting thereafter. The Home Confinement Review form, Attachment L, may be utilized for the bi-weekly review, or progress may be documented on the individualized program plan. During these meetings, the resident will be provided with clear instructions regarding the requirements for home confinement, and should be encouraged to share this information with his/her family. The contractor shall invite all parties living at the residence to attend an orientation prior to transfer. The home confinement referral should be submitted to the RRM as soon as the resident meets all the home confinement criteria and is no longer in need of RRC services. The home confinement referral can be submitted in advance of the Home Confinement Eligibility Date (HCED). If there is any change in the resident's status or home confinement plan prior to the RRM's approved home confinement placement date, the contractor must notify the RRM.

Additionally, a summary of all offenders who are eligible for Home Confinement (past their HCED) shall be provided to the RRM on a monthly basis at the time of contractor invoice/billing submission. The summary must include justifications and rationale for why inmate has not been placed on home confinement.

Direct Home Confinement placement: All referrals from the RRM for direct placement on home confinement will require the contractor verify the proposed home confinement location, no

later than 60 days prior to the proposed placement date. If a referral is received by the contractor within that 60-day window, the contractor must provide verification within 5 days of receipt of the referral. If the contractor determines the home confinement location is not appropriate, consultation will be made with the RRM for in-house RRC placement.

During verification of the home confinement location, the contractor should consult with the supervising USPO as to the suitability of the residence. If a response is not immediately available from the supervising USPO, consultation will be made with the RRM.

Required home confinement form: The contractor must submit the BOP form, *Conditions of Home Detention, BP-A0460.073*, Attachment K, with each home confinement request. In addition, for all residents with Public Safety Factors (PSF) the contractor must also submit the BOP Home Confinement Review Fact Sheet, Attachment L.

The contractor will not place a resident on home confinement until the resident has agreed to the conditions, signed the forms, and approval has been received from the RRM. The RRM may require additional documentation from the contractor when making a home confinement determination. Once the RRM has approved home confinement, the contractor will place the resident on home confinement, on the resident's home confinement eligibility date, unless there are extenuating concerns. These concerns must be discussed with the RRM prior to the resident's home confinement eligibility date.

Compliance with the conditions of home confinement shall be monitored by:

- electronic monitoring equipment;
- telephone; and
- in-person contacts.

The contractor shall utilize electronic monitoring equipment to ensure accountability of all inmates on home confinement.

Alternative Means of Monitoring: If the electronic means of monitoring a prisoner described above is infeasible for technical or religious reasons, the RRM may allow for an alternative means of monitoring a prisoner placed in home

confinement that the RRM determines are effective as or more effective than the electronic monitoring.

As all resident's home confinement is monitored by electronic monitoring, RRC staff will visit the resident's home and place of employment at least monthly. In conducting these site visits, the contractor will take care not to unnecessarily interfere with the resident's ability to maintain gainful employment and positive family relationships. The contractor must notify the RRM of the operational procedures for the use of the electronic monitoring equipment.

All Residents on Home Confinement: Ensure the resident returns to RRC a minimum of once a week: Residents on home confinement are required to return to the facility at least once each week for routine progress reviews, counseling, and other required program participation as indicated in the IPP. The contractor may increase the requirements for the resident to return to the RRC for programming and accountability if indicated in the IPP.

Drug and alcohol testing: Residents on home confinement are required to be tested for drug and alcohol use in the same manner and frequency as residents within the RRC. The contractor must have procedures in place allowing for the testing of residents at random intervals both at the RRC and during home site visits. Drug and alcohol testing should not routinely be conducted at the work site because it may interfere with the residents' ability to maintain gainful employment.

Home Confinement Conditions: The following conditions will apply concerning home confinement:

- Contractors will not be required to provide meals, clothing, incidentals, laundry services, transportation, or other subsistence items to residents on home confinement.
- Contractors will maintain documentation of all staff contacts with residents on home confinement.
- Contractors will conduct a monthly review of the telephone bills, to ensure no services are in place that would circumvent the accountability program. The results of each monthly review will be documented in the resident's file. This requirement may be waived by the RRM if the contractor utilizes GPS or another appropriate (as determined by the RRM) electronic monitoring device for accountability.

- The contractor will notify the RRM immediately of any misconduct or failure of a resident on home confinement to comply with home confinement conditions.
- The contractor will not be required to reserve a bed at the center for a resident on home confinement.
- Contractors will submit the HCED forms monthly, as described above.

CHAPTER 12 - SECURITY AND ACCOUNTABILITY

The contractor will provide written policy and procedures on resident accountability and security.

The contractor will have a comprehensive resident accountability program that ensures every resident is accounted for while in the community, the facility, or on home confinement. The contractor will have a security plan that provides a safe and secure environment for both staff and residents. The expected results are that continuous resident accountability and safety are maintained through a system of reasonable and accurate controls. The contractor's program will control the introduction of contraband; ensure the facility's safety, security, and good order; prevent escapes; maintain sanitary standards; and eliminate fire and safety hazards.

1. MONITORING ACCOUNTABILITY - The contractor will be able to locate and verify the whereabouts of residents at all times. Written procedures will be established to guide staff in meeting this requirement. The contractor will contact the resident either telephonically or in-person at random times at work, home, or authorized destinations to maintain accountability. This monitoring should occur at a frequency that ensures accountability and should be commensurate with the accountability needs of each individual resident. The contractor may request the RRM modify the frequency of contacts if it is in the best interest of resident accountability and program objectives. The RRM has the authority to increase or decrease the number of required accountability checks.

A. Cell Phone - Contractors must develop procedures and policies that allow for the possession and routine use of cell phones, to include smartphones by residents. Such policies and procedures must take into account residents' important needs to interact with potential employers, educators, family, friends, and other members of the community. Contractors must allow for residents to retain and utilize their cell phone devices at all times, absent court order to the contrary. In instances where cell phone use is determined to be disruptive (e.g., during group counseling, at night, etc.), the contractor may include provisions for phones to be placed on silent/vibration mode.

Contractors will develop a cell phone agreement to be signed b

all residents which outlines cell phone use. The policy will be reviewed during the pre-occupancy inspection.

B. Sign-in/Sign-out System - The contractor will monitor resident movement in and out of the facility. The monitoring of resident movement serves to protect residents, staff, and the public. Contractors utilizing electronic accountability tools will ensure all staff are proficient in the use of the system. Contractors utilizing electronic accountability software will provide remote access to RRM staff upon request. This access may be limited to "read only" access at the discretion of the contractor.

The contractor will authorize a resident to leave the facility through sign-out procedures only for an approved program activity. Documentation of a resident's movement in and out of the facility must include:

- resident's full name and register number;
- type of resident;
- method of transportation;
- work contact information;
- pass site contact information;
- time out;
- destination;
- purpose;
- authorized return time;
- time-in; and
- section for special comments, and certification by staff's initials for each entry.

The intent is to provide a chronological record of the resident's movement.

The contractor will identify and document all individuals (e.g., visitors, contractors, volunteers) entering or exiting the facility by using a sign-in/sign-out system. The contractor will maintain, monitor, and control access to this system. Documentation must include:

- visitor's name;
- organization (if applicable);

- purpose; and
- time in/out of the facility.

In the event of an emergency evacuation, the contractor will continue resident accountability as outlined in the contractor's emergency plans.

The sign-in/sign-out system alone is invalid for overnight release or distances greater than 100 miles. In these circumstances, the contractor will follow the requirements for passes or furloughs.

Ordinarily, residents will return to the facility from employment before signing out to participate in another approved program activity. However, the Facility Director may make an exception in light of travel time or distance, when the resident is working unexpected overtime, or for other reasons. These instances are approved on a case-by-case basis. The intent is to balance the resident's approved program objectives with the resident's requirement to return to the facility.

Accountability and reentry preparation are both important goals. Ordinarily, a resident should not routinely sign out for more than 12 consecutive hours daily without returning to the facility. However, some circumstances may warrant deviation from this standard, and such requests must be approved by the RRM.

If a resident's place of employment is more than 100 miles from the facility or travel time compromises the established curfew, the contractor will consult with the RRM to make special arrangements for the resident. These requests are considered on a case-by-case basis, and the RRM is authorized to modify the requirements to meet specific needs, particularly if doing so will support the resident's ability to maintain gainful employment.

Generally, a resident must be in the center from 9:00 p.m. to 6:00 a.m., unless exceptions are made by the Facility Director.

C. Authorized Absences - Authorized absences are an integral part of the facility's program. The resident's absence from the facility is to achieve specific programming objectives to include seeking employment and housing, strengthening family ties, engaging in religious, education, recreation or

counseling activities, obtaining education, and reintegrating into the community. The contractor approves these program activities as long as the public interest is served. Indeed, a critically important purpose of RRCs is to provide opportunities for the residents gradually to readjust and reintegrate into their families and communities. During authorized absences, the contractor is still responsible for accountability of the resident. The contractor will have written procedures for accountability of residents to include authorized absences for job searches, work, religious services, programming activities, social passes, furloughs, and placement on home confinement.

Job search: Ordinarily, the job search is the first time a resident will be in the community without supervision post-incarceration. Special emphasis should be made on developing an accountability plan during this time. When on an authorized absence to seek employment, the resident will be required to provide an itinerary and points of contact for each job search location outside the facility.

D. Pass - A pass is used for overnight or weekend absences, ordinarily to the release residence. The requested pass location must be visited and approved by contractor staff prior to a pass being issued.

Orientation meeting: The resident's family members/significant others living at the proposed pass location should ordinarily attend an orientation meeting at the RRC, to describe the purpose, accountability and expectations of the resident, prior to pass approval. However, if the family/significant others cannot attend the orientation meeting at the RRC, the orientation can take place during the site visit conducted by contractor staff. Contractor staff should consult the USPO to ascertain if there are any known reasons to preclude the requested location as an approved pass site. Overnight or weekend absences are limited to the local community (up to a 100-mile radius). If the USPO doesn't respond within one week (seven days), staff may proceed with the request.

A pass may be approved when a resident is successfully programming according to the IPP. The Facility Director or assistant will contact the RRM for direction when a pass approval is questionable.

Pass form: The resident requests a pass by completing and

signing the BOP form *Pass Request and Approval or similar format*. The Facility Director or designee may approve these passes, unless otherwise specified by the RRM. Passes may be recommended only by a paid staff member and not a volunteer. The approval or denial is noted on this form, and it is retained in the resident's file. Prior to receiving approval for an overnight or weekend pass, the resident will be required to provide the Facility Director with a current itemized phone bill, unless the contractor uses the preferred electronic surveillance monitoring, in which case a landline telephone is not required. If the contractor does not utilize the preferred electronic surveillance monitoring, the contractor will be required to obtain from the resident a copy of the approved pass site's telephone bill every month until completion of the RRC program.

Pass duration: The pass will begin the last day of a resident's scheduled work week and extend for up to two days. However, an extended pass may be approved for a long weekend when a legal holiday falls on the preceding Friday or the following Monday.

Pass checks: For purposes of accountability, the contractor will make and document random checks to determine compliance with the conditions of the pass. These checks may be made through use of electronic surveillance monitoring, telephone, or in-person unless otherwise specified by the RRM. This should occur at least twice a day. The intent is to set a frequency that provides for appropriate resident accountability but that does not unnecessarily interfere with the resident's attempts to maintain gainful employment and otherwise prepare for reentry.

D. Furlough - The contractor will comply with the most recent version of the P.S. 5280, Furloughs. The contractor's recommendation with written justification will be sent to the RRM for approval along with the BOP form *Furlough Application - Approval and Record* and appropriate questionnaires. The resident must sign the form. Only the RRM approves furloughs.

The contractor will maintain a record of furloughs including the date and time of departure, the date and time of return, random accountability checks, and notes regarding the resident's adjustment during the furlough period.

The per diem rate for offenders of furlough will be equivalent to the home confinement rate.

E. Medical Furloughs - Furloughs for emergency medical procedures will be initiated when a resident is admitted to the local hospital. The furlough application will be completed and forwarded to the RRM by the next business day following the resident's hospital admission.

2. DRUG AND ALCOHOL SURVEILLANCE PROGRAM - The contractor must establish a surveillance program to deter and detect the introduction of illegal drugs and alcohol in the facility.

A. Frequency - The contractor will randomly test at least five percent of the total resident population monthly (with a minimum of one test). Residents with a condition of drug aftercare, known to have a history of drug abuse, required to participate in CTS services, or who are suspected of illegal drug use will be tested no less than four times a month. Testing with greater frequency requires the approval of the RRM.

B. Testing - All urine testing will be conducted on an unscheduled basis in accordance with *Urinalysis Procedures*, Attachment G. Staff of the same gender as the resident being tested will directly supervise the giving of the urine sample. To eliminate the possibility of a diluted or adulterated sample, staff will keep the resident under direct visual observation until a complete sample is furnished. If the resident is unable to provide the sample, at the time of the request, staff will continue direct supervision for a two-hour period. To assist the resident in giving the sample, staff will offer the resident sufficient water (minimum of 12 oz.) during the two-hour time period to aid in urination. If a resident is unwilling or unable to provide a urine sample within two hours of a request, staff will file an incident report. No waiting period or extra time will be allowed for a resident who directly and specifically refuses to provide a urine sample.

Staff will visually witness the collection of urine into the specimen container. As soon as the sample has been collected, staff will secure the specimen. No unauthorized persons or residents may be involved in the handling of supplies or the collecting, recording, mailing, or processing of test results under any circumstances.

The contractor may exercise the option of employing alternative methods of testing (e.g., test cup, or strip test.) Regardless of the testing protocol used, a follow-up sample must be

collected using the standard urine analysis test if the initial test sample results in a positive finding. Alternative testing measures will not be used as the sole evidence in issuing an incident report for positive use.

C. Lab - The contractor will use a laboratory which meets the requirements of 42 CFR Part 493, Laboratory Requirements, to engage in urine drug testing for federal residents. The contractor will maintain certification documents and evidence the lab meets all specifications in Attachment G for inspection by the BOP. The urinalysis lab will detect and identify drugs and/or metabolites by basic screen at the minimal levels shown in Attachment G. It is noted current minimal detection levels are provided, but may be updated at the Bureau's discretion.

A positive written report from the lab for any of the drugs listed in Attachment G indicates that the particular drug has been identified by an initial screening test and then confirmed by a laboratory procedure.

Retesting at the resident's request is not permitted.

D. Positive tests - For an incident report charging use of a particular drug to be justified, the minimum waiting period between successive positive samples, as outlined in Attachment G, must be observed. In addition, waiting periods also apply to residents who initially arrive at the facility.

When a positive finding cannot be explained, RRC staff will thoroughly investigate the positive urine test result to validate the positive finding. The contractor will report all unauthorized positive test results to the RRM on the day received.

The contractor will maintain a log entitled Urine Sampling Program documenting all urine testing and maintain the log in the facility at all times. The log will indicate:

- resident tested;
- staff performing the test;
- date, time and type of test administered;
- test result; and
- a column to indicate if the resident refused to cooperate.

E. Alcohol Testing - The contractor will maintain a surveillance program in order to deter and detect introduction or use of alcohol in the facility. All residents will be tested when they return to the facility from an unsupervised activity.

The contractor will maintain a log documenting:

- resident tested;
- staff performing the test;
- date, time and type of test administered;
- test result; and
- a column to indicate if the resident refused to cooperate.

An Evidential Breath Measurement Device (EBMD) shall be used for alcohol testing. The EBMD must be identified on the most current version of the National Highway Traffic Safety Administration (NHTSA) Conforming Products List, which is published in the Federal Register. The EBMD shall be maintained, calibrated, and re-calibrated in accordance with the NHTSA and manufacturers maintenance and re-calibration standards. All information and documentation pertaining to the EBMD, it's use and maintenance, shall be accessible to monitoring staff upon request. An adequate number (minimum of two) of devices will be kept and calibrated at least monthly in accordance with manufacturer standards or recommendations. These checks will be documented in the test log.

The contractor will ensure staff using the instrument is familiar with its operation as outlined in the manufacturer's operating instructions. If an alcohol test results in a Blood Alcohol Content of .02 or higher, a second confirmation test must be completed 15 minutes later. If confirmation is received of Blood Alcohol Content of .02 or higher, an incident report will be prepared charging the resident with using intoxicants.

Residents who refuse to submit to an alcohol test, either through word or action, will receive an incident report.

3. SEARCHES AND CONTRABAND - The contractor will have written policy and procedures for searches to control contraband and its disposition. The policy will identify items which are considered contraband at the facility. This policy will be made available to all staff and residents. The contractor shall train staff on the proper techniques for resident pat, room,

vehicle, and common area searches. This training shall be conducted within the first week the employee is hired, and annually thereafter.

Pat Searches: Staff shall conduct random pat searches of residents as necessary. The facility shall not conduct cross-gender searches except in exigent circumstances or when performed by medical personnel. Any cross-gender searches must be approved in advance by the RRM or designated BOP staff. In the event the RRM is unavailable then law enforcement should be contacted to conduct the search.

Visual searches: Search which requires the person to remove clothing other than outer garments, (e.g., strip search, cavity search) are only authorized through the RRM and must be conducted by law enforcement or medical personnel. RRC staff are not authorized to conduct such searches and must coordinate searches through the RRM and law enforcement personnel.

Resident/Facility searches: The contractor shall conduct searches of the facility and personal belongings of residents, including any motor vehicle operated by a resident, as needed, but at least once per month. These facility searches shall be documented in a log. The log will be made available to the BOP upon request.

Narcotic Identification Kit: If any unknown substance resembling narcotics is found, the contractor shall use a Narcotic Identification Kit to determine the identity. The contractor shall maintain a supply of Narcotic Identification Kits to determine the identity of the unknown substances. Staff shall be proficient in using the Narcotic Identification Kit and shall ordinarily be responsible for testing unknown substances. The contractor shall maintain these commercially available kits at the facility to meet this requirement.

4. REPORT OF INCIDENT - The contractor will report all unusual or serious incidents immediately to the RRM (or designee) by telephone. Serious incidents include, but are not limited to, the following:

- Escapes, "standard of conduct" violations, spill of hazardous materials, disturbances, gang activities, work-place violence, civil disturbances or protests, staff use of force, assaults on staff or residents, fights, fires, suicide attempts,

deaths, hunger strikes, pandemics, natural disasters, adverse weather (e.g., hurricanes, floods, significant ice or snow storms, heat waves, tornadoes), injuries, any law enforcement visits, bomb threats, significant environmental problems that impact facility operations, transportation accidents, resident victim contacts, adverse incidents that may result in significant publicity, any arrest and/or detainment of residents by law enforcement authorities.

Immediately following RRM notification, the contractor will submit a report via fax and/or e-mail detailing the incident which includes, but is not limited to, the following:

- Type of incident, date and time;
- Person(s) involved (if resident, include register number);
- Notifications (who, date and time);
- Any media attention; and
- Brief summary of incident.

In addition, the contractor will immediately notify the RRM when a resident shows evidence of suicidal ideation, or unusual or dangerous behavior. If the contractor is in doubt, they will contact the RRM.

CHAPTER 13 - DISCIPLINE

To ensure residents live in a safe and orderly environment, it is necessary for the contractor to impose discipline on those residents whose behavior is not in compliance with the rules.

The contractor will provide written policy and procedures for resident discipline. The contractor will establish facility rules of conduct and sanctions, and disciplinary procedures when the resident violates the rules of conduct, to include informal resolution. The contractor will submit to the BOP all minor rules and sanctions, which the contractor has created, for approval prior to contract performance and upon any subsequent revisions.

All staff members, excluding staff representatives, who participate in the Center Discipline Committee (CDC) must demonstrate working knowledge and competency of the discipline procedures by receiving training, and passing the standardized test administered by the COR on an annual basis. At least two staff at the contracted facility location must meet this requirement. All staff responsible for inmate discipline will comply with P.S. 5270, Inmate Discipline Program.

Note: In BOP policy, the term Unit Discipline Team (UDC) is used. The UDC is synonymous with the term CDC.

The BOP prohibited acts in the current program statement must be utilized with exceptions as listed below. The contractor may add other approved minor rules necessary to ensure the safe and secure operation of the facility. If additional minor rules are added by the contractor, the contractor will associate available sanction(s) to impose for the violation of each added rule. When determining a sanction, the contractor will ensure the sanction is commensurate and appropriate to the violation.

The rules of conduct and sanctions will be defined in writing and communicated to all residents and staff. The contractor will carry out disciplinary procedures within appropriate time limits, and with respect for the residents. Disciplinary action may not be capricious or retaliatory.

There is a wide range of sanctions a contractor may impose or recommend for violations of facility rules of conduct. When violations are minor in nature, an informal resolution (e.g.,

reprimand, loss of television or other privileges) may resolve the issue. The contractor is encouraged to resolve all incidents at the lowest level and utilize progressive discipline when appropriate. Although informal resolutions are encouraged, they will not be used for repeat offenses or where progressive discipline has failed.

The disciplinary requirements in this SOW apply to BOP residents. USPO residents participating in the RRC must adhere to the facility rules of conduct. If a USPO resident commits an offense which warrants disciplinary sanction, the contractor will contact the USPO for guidance to determine appropriate sanctions.

1. GENERAL - The contractor will take disciplinary action at such times, and to the degree necessary, to regulate a resident's behavior within BOP's prohibited acts and rules of conduct. The contractor will control resident behavior in a completely impartial and consistent manner. The contractor may not impose or allow imposition of corporal punishment of any kind. The contractor will use the following BOP discipline forms:

- *Center Discipline Committee (CDC) Report* is used by the CDC to summarize the action taken by the CDC.
- *Duties of Staff Representatives* is used to outline the responsibilities of an employee who is available to assist the resident at their request by speaking to witnesses and by presenting favorable evidence to the CDC on the merits of the charge(s) or in extenuation or mitigation of the charge(s).
- *Incident Report* is used to document the resident's misconduct (summary of the offense committed and prohibited act code). The document must be legible.
- *Inmate Rights at Center Discipline Committee Hearing* is used to notify the resident of their rights before the CDC and allows the resident to waive the 24-hour notice prior to appearing before the CDC.
- *Notice of Center Discipline Committee Hearing* is used to notify the resident of date and time of the CDC.
- *Waiver of Appearance* is used to notify the resident of their right to appear before the CDC and allows the resident to waive their appearance before the CDC.

- *Monthly Discipline Log* is provided by the RRM and used to track the resident discipline process over the course of each month.

2. PROCEDURES UPON ADMISSION TO RRC - The contractor will develop a packet summarizing the disciplinary system to include BOP prohibited acts and contractor's rules of conduct. Residents will be given the packet when they first arrive at the RRC as part of the orientation program. A signed receipt is to be obtained from each resident acknowledging a copy of the packet was received and is to be placed in the resident's file.

The contractor will, to the extent reasonably available, have a qualified staff member or translator to help residents who have language or literacy issues understand the BOP disciplinary rules. When a significant portion of the resident population speaks a language other than English, the packet is to be made available in that language. The contractor will post copies of the rules at a prominent location which is accessible to all residents.

3. BOP INCIDENT REPORT - Staff will prepare an incident report on all major violations that are not subject to informal resolution. The BOP encourages informal resolution for minor regulation violations when appropriate (requires consent of both parties). Reporting staff will complete Part I of the incident report.

When a volunteer observes a violation, the volunteer will submit a written description of the incident to the contractor, who will complete the BOP incident report. In addition, staff may complete an incident report based on information from a police report. The charge may be translated into terms of the prohibited acts. A telephone report from an approved laboratory of a positive urinalysis is sufficient evidence to write a report; however, documentary confirmation must be obtained before the formal hearing.

Staff will give each resident charged with violating a BOP prohibited act a written copy of the charge(s) against the resident, ordinarily within 24 hours of the time staff became aware of the resident's involvement in the incident. This is accomplished by providing the resident a copy of PART I of the incident report. The staff member will note the date and time the resident received a copy of the incident report. In

instances where there are delays, a justification will be documented in memo format and included in the CDC packet.

4. INVESTIGATION - Staff will conduct the investigation promptly unless circumstances beyond the control of the investigating officer intervene. The Facility Director or designee will appoint an investigating officer ordinarily within 24 hours of the time the violation is reported. Staff writing the report may not investigate the report. The investigation will be initiated and ordinarily completed within 24 hours of this appointment. If the investigation cannot be completed in three days, the contractor will document the reasons and notify the RRM.

5. FORMAL HEARING - The contractor will designate and train two or more staff members to hold formal hearings upon completion of investigations. When the resident is removed from the RRC and held in local detention (within a 50-mile radius), an in-person hearing will be conducted at the local facility unless the resident waives the in-person hearing. If circumstances do not allow for the in-person hearing (e.g., permission cannot be obtained by the holding official or the resident is on escape status), the CDC will conduct the hearing in absentia and notify the RRM.

RRC Exceptions/Clarifications to Bureau of Prisons' Inmate Discipline Program Statement.

Prohibited Acts Not to be Used in an RRC Without Consultation with RRM:

- 108 Possession, manufacture, introduction, or loss of a hazardous tool (tools most likely to be used in an escape or escape attempt or to serve as weapons capable of doing serious bodily harm to others; or those hazardous to institutional security or personal safety; e.g., hacksaw blade, body armor, maps, handmade rope, or other escape paraphernalia, portable telephone, pager, or other electronic device).
- 197 Use of the telephone for an illegal purpose or to commit or further a Greatest category prohibited act.
- 296 Use of the mail for abuses other than criminal activity which circumvent mail monitoring procedures (e.g., use of

the mail to commit or further a High category prohibited act, special mail abuse; writing letters in code; directing others to send, sending, or receiving a letter or mail through unauthorized means; sending mail for other residents without authorization; sending correspondence to a specific address with directions or intent to have the correspondence sent to an unauthorized person; and using a fictitious return address in an attempt to send or receive unauthorized correspondence).

- 297 Use of the telephone for abuses other than illegal activity which circumvent the ability of staff to monitor frequency of telephone use, content of the call, or the number called; or to commit or further a High category prohibited act.
- 396 Use of the mail for abuses other than criminal activity which do not circumvent mail monitoring; or use of the mail to commit or further a Moderate category prohibited act.
- 397 Use of the telephone for abuses other than illegal activity which do not circumvent the ability of staff to monitor frequency of telephone use, content of the call, or the number called; or to commit or further a Moderate category prohibited act.

RRC CLARIFICATIONS OF INMATE DISCIPLINE POLICY

ESCAPES

In accordance with P.S. 5270, Inmate Discipline Program, a resident who escapes from any non-secure institution, including community confinement, may be charged with a Code 102 prohibited act. However, if the resident voluntarily returns to custody within four hours, the resident may be charged with a Code 200 prohibited act. An escape is defined as a departure from custody without permission or authority or before release.

RRC staff is responsible for accounting for a resident's location. The time frame for an escape begins at the time RRC staff cannot verify a resident's location, and as such, the resident is unaccountable. When reporting the escape, it is essential RRC staff provide all pertinent information to include the exact time the resident was last accountable. The specific elements of the offense, to include date, time, place, RRC staff

actions, and any other pertinent information must be clearly outlined in the *Escape Report (EMS-A907.073)* and the *Incident Report (BP-A025)*. RRC staff is to be reminded to accept any resident who returns to the facility, regardless of the time frame. In such cases, RRC staff should immediately notify the RRM.

TECHNICAL ESCAPE

Escapes due to community arrest for criminal behavior prior to the resident's current period of incarceration do not require an Incident Report be completed. However, escapes for arrests for new criminal behavior require an *Incident Report* be issued and the discipline process followed regarding suspension of the report pending criminal investigation. As required by P.S. 5553, Escape/Deaths Notifications, escape reports are required for technical escapes.

ELECTRONIC DEVICES

RRCs permit residents to possess electronic devices, such as portable media devices or cellular telephones, and have rules for the use of this equipment. If a resident in an RRC violates the RRC's established rules regarding the use and possession of electronic devices, the most appropriate prohibited act code would most likely be Violation of a Condition of a Community Program (Code 309).

ALCOHOL

Alcohol-related misconduct is a Greatest severity offense (100 level). As all Greatest and High (200 level) severity offenses must be referred to the Discipline Hearing Officer (DHO) for final disposition, it is important for RRM and RRC staff to exercise their discretion when determining if the resident should be removed from the RRC program. Each decision to remove a resident from the RRC program should be made on a case-by-case basis taking into consideration progressive discipline and circumstances of the offense.

SYNTHETIC NARCOTICS

If a resident is suspected of using synthetic narcotics, a urinalysis test should be completed. If returned with positive results for the use of narcotics, a 100 level Incident Report

should be issued. In this case, the body of the report and comments on the RRM disciplinary failure log should clearly indicate the resident was in possession of synthetic narcotics. This type of Incident Report should be routed through the DHO for disposition. If the substance does not test positive for narcotics, but is recognized as a prohibited substance under the RRC's facility rules, the resident should be issued an Incident Report for Possession of Anything Unauthorized.

CHAPTER 14 - ADMINISTRATIVE REMEDY

The contractor will establish a written grievance procedure and make it available to all residents as part of the initial orientation to the facility. Additionally, the grievance procedures shall be posted in a location accessible to all residents.

The contractor will comply with P.S. 1330, Administrative Remedy Program. Staff must be familiar with this policy prior to working with federal residents and provide the required forms for residents to file grievances.

CHAPTER 15 - FOOD SERVICES

The contractor will comply with the most recent copy of the *FDA Food Code*, to include BOP policy, local, state and federal regulations. If the food service is on-site, a copy of the *Food Code* will be available by internet access or hard copy. If the food service is catered, the Facility Director will have a copy of the *FDA Food Code* to ensure the caterer is providing services correctly. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

Federal residents are not permitted to participate in food service duties (to include the preparation of meals or clean-up duties). State residents may be permitted to participate in food service duties (to include the preparation of meals and clean-up duties) as part of a State training program (i.e., vocational training course, etc.), if specifically documented in the technical proposal as part of the Food Service plan for federal residents and the plan is approved and/or modified through the BOP contracting process. The contractor will ensure food provided to the residents is safe and does not become a vehicle in a disease outbreak or in the transmission of communicable diseases. The contractor will ensure food is unadulterated, prepared in a clean environment, and honestly presented.

The contractor's food service dining area, either in-house or contracted, will not be part of an establishment that serves alcoholic beverages.

The contractor will require any person who serves, prepares, or handles food to have a prior physical examination and possess a valid food handler's license, and/or proper training, regardless of local requirements. This applies to both on-site and off-site food service. Residents of the facility are not allowed to utilize RRC food preparation areas for the preparation of personal food items.

The contractor will provide comparable meals to residents who work irregular hours and are not available at regularly scheduled meal times.

The contractor will not prepare items made with poppy seeds. Since poppy seeds could appear in a urinalysis and suggest the use of narcotics, the contractor will advise residents in

writing not to eat poppy seeds. The resident must acknowledge this notice by signing an acknowledgment of this information. The contractor will document this acknowledgment in the resident's file.

Provisions - All residents, regardless of employment or financial status, will be provided the opportunity for food services three meals per day Monday through Friday. On weekends (to include extended weekends when a federal holiday falls on the Friday preceding or the Monday following a weekend), the contractor may provide a brunch instead of a breakfast and lunch (dinner is still required). Under no circumstances will the resident be required to pay for these services. The contractor will include these costs in the per-diem rate. These costs will not be subsidized by any state or otherwise funded public assistance program.

The contractor will provide a food service program either by contractor preparation and serving on-site or through an off-site food service provider. When provided on-site, the area will be separated from sleeping quarters and will be well ventilated, properly furnished, and clean. If the contractor wishes to change the delivery from on-site to off-site, or vice versa, they must request approval through the COR to the CO.

A. Menus - All menus must be approved by a Registered Dietician (RD). A RD is defined as a person who has completed academic and experience requirements established by the Commission on Dietetic Registration, the crediting agency for the American Dietetic Association (ADA). All fixed menus will be reviewed and approved by a RD at least once during each cycle. The contractor will maintain a copy of the RD's current credentials and the certified menus for inspection by the BOP.

A RD will annually review and approve the nutritional value of the menu if fixed, and semi-annually if not fixed. All the meals will meet the recommended dietary allowances and the dietary guidelines as set by the current version of the ADA. The contractor will maintain a copy of the RD's current credentials and the certified menus for inspection by the BOP.

1) Menus will be prepared and be posted in a conspicuous place for residents' viewing.

2) Special Menus or Diets - Contractor will provide meals which meet diets required by confirmed religious

preference, physician, or dentist.

B. Vendor or Food Service Provider - Contractors providing meals to residents through arrangements with a local vendor or food service provider will provide a copy of their agreement and ensure the following:

- The contractor will be responsible for the person-in-charge as defined in the *Food Code*. This responsibility cannot be delegated.
- The contractor will comply with the requirements in the most current *Food Code*. The contractor will show evidence the establishment meets all state and/or local sanitation and health codes and complies with the *Food Code*.
- The contractor will show evidence the vendor or food services provider is a full-service organization, capable of providing breakfast, lunch, and dinner, and identify the person operating as the person-in-charge on behalf of the vendor or food service provider. In addition, the contractor will identify the person who legally owns and operates the vending company or food service.
- The contractor will show evidence the owner is a permit holder. Permit means the document issued by the regulatory authority that authorizes a person to operate a food establishment. The contractor will maintain a valid copy of the permit.

C. On-site food service by the contractor.

- When food services are provided in the facility, the contractor will have adequate space to provide for food preparation and service and provide an eating and seating area (i.e., at least 15 square feet per person, for all who dine at the same time). Sleeping areas, to include areas used to stage lockers and desks are not considered adequate eating and seating areas for meals.
- When food services are provided in the facility and it is necessary to provide these services in shifts due to space constraints, the contractor will submit a plan indicating the time services will be provided and the number of residents to be accommodated for each shift/feeding time. When the contractor prepares and serves meals in the facility, the contractor will comply with the requirements of the most current *Food Code*. In addition, all persons

preparing food will comply with federal, state, and local health and sanitation codes. In the event of a conflict in these codes, the most stringent will apply. The contractor will identify the person-in-charge of food preparation to the COR.

- The contractor will comply with NFPA, as it relates to fire extinguishing systems over cooking services. They will be equipped with automatic shut-off devices for when the fire extinguishing system is activated. Fuse links are to be changed and the system tested in accordance with the manufacturer's recommendation.
- Grease filters are to be kept clean and should be made of stainless steel for safety reasons.
- Frozen potentially hazardous food will be kept at or below 0 degrees in storage. Refrigerated potentially hazardous food will be kept at or below 41 degrees in storage. All refrigerator freezer units, walk-in coolers, and walk-in freezers, will be frequently inspected and temperatures logged at a minimum of each day, once per shift. For potentially hazardous food, hot and cold holding; except during preparation, cooking, or cooling, or when time is used as the public health control, potentially hazardous food will be kept at 135-degree F or above, or at 41-degree F or below. All potentially hazardous foods will be labeled according to the Food Code requirements.

D. Refuse - Refuse is solid waste not carried by water through the sewage system.

- Garbage and refuse will be kept in durable insect and rodent-proof containers which do not leak or absorb liquids. These containers will have lids and will continuously be covered unless it is in direct use. Garbage and refuse will be disposed of frequently enough to prevent the development of odor and other conditions that attract or harbor insects and rodents.

E. Liquid Waste - The contractor will prevent backflow or back siphonage in accordance with the *Food Code*. The system will meet American Society of Sanitary Engineering (ASSE) standards for construction, installation, maintenance, inspection, and testing for that specific application and type.

F. The use of Styrofoam containers for delivery of food from offsite locations, used for individual leftover meals, or used for onsite food service is prohibited.

CHAPTER 16 - MEDICAL SERVICES

1. MEDICAL SERVICES - The contractor will provide residents an opportunity to access medical care and treatment. The intent is to assist the resident in maintaining continuity of medical care and treatment in accordance with the requirements of this SOW. The BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of these requirements.

The contractor will provide on-site emergency first aid and crisis intervention to include a first aid kit, trained staff in basic first aid, and policy that outlines steps employees take in case of an emergency. The contents of the first aid kit will meet, and be maintained by the standards set by the American Red Cross, *Required First Aid Kit Contents*, Attachment H.

The contractor will maintain a supply of Naloxone when allowable under state laws and regulations to be used in the event of a suspected opioid overdose. The facility will ensure all staff are properly trained in the use of Naloxone. Naloxone kits will be readily available to all staff along with other first aid kits. The contractor will ensure all staff are certified in cardiopulmonary resuscitation (CPR) prior to working with federal residents unless a plan of action has been submitted and approved in writing by the RRM with concurrence of the Contracting Officer. In addition, the contractor will ensure staff is trained to respond to health-related situations to include universal precautions and suicide prevention.

The contractor will have written policy and procedures for the residents' use of telehealth within the RRC. The contractor will provide equipment to facilitate telehealth access to include telephone and computers with camera/internet access to allow for residents' use of telehealth within the RRC. Equipment shall be located within a secure and private location to ensure all residents can have a confidential conversation with medical and mental health providers.

The contractor will have written policy and procedures regarding the control and distribution of a resident's prescribed medication. The written policy will be submitted to the RRM for review and approval.

The contractor will ensure resident medications are stored in an environment absent of extreme temperature, humidity, and according to the medication labeling (e.g., refrigeration required). The contractor will use a pharmaceutical grade refrigeration unit, with built in temperature readings and recording devices, or a food grade refrigeration unit. If the contractor chooses to use a food grade refrigeration unit, rather than ~~a use~~ a pharmaceutical grade refrigeration unit, the contractor will inspect the unit temperature gauge/ thermometer frequently, but at a minimum of each shift, once per day. Regardless of the type of refrigeration unit, each will be equipped with a temperature gauge/ thermometer, recording device/ recording log, and proper signage. RRC staff will provide the resident with proper access to the medication.

The contractor will develop and use a consent form which gives the contractor access to a resident's medical information if the resident becomes hospitalized and is physically unable to provide this consent. This consent will be in writing and meet all local standards, laws, and regulations unique to the contractor's place of performance. This consent will be secured by the contractor during the intake screening process and filed in the resident's file.

2. EXPENSES - The contractor must send a *Request for Approval for Medical Treatment and Reimbursement*, Attachment I, for any non-emergent healthcare treatment, to include mental health treatment, and prescription medications, to the Bureau of Prisons (BOP) Health System Specialist (HSS). The HSS will coordinate approval as appropriate. The contractor must also make every effort to obtain low-cost healthcare treatment for the resident. All requests for non-emergency healthcare treatment will include a description of the type of treatment being requested and the estimated cost for the treatment prior to approval.

If Medical Services are to be provided on behalf of the BOP by an outside contractor, the following procedures shall replace the language found above (Chapter 16 - Medical Services, 2. EXPENSES):

A. All resident requests (non-emergency/routine follow- ups):

1. The resident advises the RRC that he/she requires medical services (non-emergency/routine follow-ups).

2. The RRC notifies the Bureau of Prisons (BOP) Health System Specialist (HSS) that medical services are required, by submitting a Request for Medical Treatment and Reimbursement form via R3M.
3. The HSS will approve or deny the requested medical services, notify the RRC and, if approved, the BOP's provider. Notification of the approval or denial will be electronic (via email and/or R3M).
4. Upon receipt of approval, the BOP's provider will schedule an appointment with an approved medical provider and forward appointment information to the RRC provider within 14 calendar days, and then forward the appointment information to the RRC electronically (via email and/or R3M).
5. Once the RRC receives appointment notification, the resident will be provided the appointment information and shall attend the appointment as scheduled. If a resident is unable to attend the appointment, the RRC shall immediately notify the BOP's provider electronically (via email/or R3M).
6. The BOP's provider will seek reimbursement from the BOP for all medical expenses submitted and approved by the BOP.

A. Emergency medical and pharmaceutical services:

1. In an emergency, the contractor will obtain the necessary emergency medical treatment required to preserve the resident's life. The contractor will immediately notify the RRC of emergency treatment
2. Once the provision of emergency medical care has been initiated and the situation has stabilized, the RRC will notify the BOP's HSS that emergency medical services were required, by submitting a Request for Medical Treatment and Reimbursement form via R3M.
3. Once approval has been given, the BOP's provider will be notified by the HSS via R3M that emergency medical services were required and the BOP's provider will negotiate costs and seek reimbursement from the BOP.
4. For emergency prescriptions that need to be filled after hours or on the weekends, the RRC will be provided an Emergency RX Form which will need to be filled out by the

RRC. The resident will need to take the Emergency RX Form along with the prescription to the BOP's provider network pharmacy. The RRC will need to enter the emergency prescription through R3M the next business day.

B. Pharmaceutical services for all new requests:

1. The resident advises the RRC that he/she has a prescription due to a recent medical appointment.
2. The RRC notifies the BOP's HSS. The HSS will approve or deny requested prescription, notify the RRC and, if approved, the BOP's provider. Notification of approval or denial will be electronic (via email and/or R3M).
3. Upon receipt of approval, the BOP's provider will provide the RRC with an approval and ordering instructions for the RRC to take to the BOP's provider network pharmacy the same day, usually within 24 hours. The network pharmacy will fill the prescription and will bill the BOP's provider.
4. If for any reason a resident is unable to receive his prescription by the BOP's provider network pharmacy, the RRC may purchase the prescription and seek reimbursement as follows:

- Shall be submitted on a monthly basis by the 10th of each month.
- All medical reimbursements requests must be itemized and meet the proper invoice requirements.
- All medical invoices shall be subtotaled based on the fiscal year of which the service took place. *For an example: If a resident obtained treatment on September 1, 2016 (\$100) and the bill was received in November 2016, another resident received services in November 2016 (\$500) and the bill was received in Jan 2017, then invoice should show a subtotal of services in FY 2016 in the amount \$100 and a subtotal for FY 2017 in the amount of \$500.00.*
- All medical reimbursement supporting back-up information shall include the approved 'Request for Approval for Medical Treatment and Reimbursement' and invoice from the medical provider/pharmacy showing services or goods were rendered or delivered.
- The supporting documentation shall be legible and in

the order of the itemized invoice.

- Billing email subject line shall contain the basic information: Medical Invoice, RRM Office, SENTRY Contract Code (3 letter code), Month and year (*i.e.* "Medical billing-CBR XYZ November 2016").

If services are to be provided by the RRC provider, the following procedures shall be followed:

- The contractor will compile all medical invoices received from the healthcare providers and forward to the BOP, along with an itemized invoice, on a monthly basis by the 10th of each month.
- If non-emergency medical treatment is provided without pre-approval, the costs may not be reimbursed by the BOP.
- Emergency - In an emergency, the contractor will obtain the necessary emergency medical treatment required to preserve the resident's life. The contractor will immediately notify the RRM of emergency treatment.
- If, at any time, a resident appears to have a communicable or debilitating physical problem, the contractor will notify the RRM for approval to make arrangements for an examination. An exception to this requirement is Medical Screening upon the resident's initial arrival to the facility.
- Upon receipt of invoices for emergency treatment, the contractor will compile, and submit in accordance with the below procedures. The government will reimburse the contractor for all emergency medical treatment for BOP residents.
- The medical invoices should be subtotaled based on the fiscal year in which services were provided. *For an example: If a resident obtained treatment on September 1, 2016 (\$100) and the bill was received in November 2016, another resident received services in November 2016 (\$500) and the bill was received in Jan 2017, then invoice should show a subtotal of services in FY 2016 in the amount \$100 and a subtotal for FY*

2017 in the amount of \$500.00.

All medical reimbursement supporting back-up information shall include the approved 'Request for Approval for Medical Treatment and Reimbursement' and invoice from the medical provider/pharmacy showing services or goods were rendered or delivered.

- The supporting documentation shall be legible and in the order of the itemized invoice.
- Billing email subject line shall contain the basic information: Medical Invoice, RRM Office, SENTRY Contract Code (3 letter code), Month and year (*i.e.* "Medical billing-CBR XYZ November 2016").

The BOP reserves the right to negotiate directly with the healthcare provider in an attempt to reduce the invoice amounts. The contractor will then receive an equitable adjustment, via a contract modification, equal to the amount of the medical invoices or the reduced invoice amount. Upon receipt of funds, the RRC Contractor will promptly pay the medical provider.

The contractor must maintain documentation of all invoices as well as payments to healthcare providers for the life of the contract. The BOP reserves the right to audit invoices and payments at any time during the life of the contract.

3. EXAMINATION OF RESIDENTS COMMITTED DIRECTLY TO THE RRC - All cases committed directly to the facility will be screened in accordance with Attachment B, to identify any medical/mental health conditions which the resident is suffering from which may need medical attention. All cases committed directly to the facility will receive a medical examination, in accordance with Attachment B, within 5 working days after arrival. Special emphasis should be given to chronic health conditions such as diabetes and hypertension, infectious diseases such as TB, HIV and hepatitis, and any mental health problems. However, if a resident is suspected of having an infectious or debilitating health problem through the initial screening process, the contractor will arrange for an immediate medical examination which must occur within one calendar day after arrival.

The examination is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease. The contractor will notify the RRM of those residents with immediate mental or medical health needs and

infectious disease. The results will be documented and sent to the RRM with copies to the resident's file. These procedures are for the protection of the patient and other residents and staff.

The complete health examination will include relevant diagnostic procedures. All residents should be tested for TB (PPD test and if positive, a chest x-ray), and any other infectious/communicable diseases if clinically indicated.

Health examinations for residents committed directly to an RRC, will be paid by the contractor who will then request reimbursement in accordance with procedures previously identified for non-emergency medical care. No pre-approval of health examination, covered in this section, is necessary.

If indicated by the RRM, the resident's medical examination may include a blood test for DNA classification. Test kits will be provided by the government at no charge to the contractor or medical facility.

4. INFECTIOUS DISEASE - The Facility Director has a need to know of institution transfers with positive human immunodeficiency virus (HIV) or hepatitis B virus (HBV) status for purposes of pre-release management and access to care. In instances of notification, the contractor will take precautions to ensure only authorized persons with a legitimate need to know are allowed access to the information in accordance with the Privacy Act of 1974.

The contractor will observe universal precautions. This method of infection control requires all employees to assume all human blood and specified human body fluids are infectious for HIV, HBV, and other blood borne pathogens. Where differentiation of types of body fluids is difficult or impossible, all body fluids are to be considered as potentially infectious.

The contractor will implement a written Exposure Control Plan per OSHA 29 CFR 1910.1030. This written plan shall address (at a minimum):

- Occupational Exposures
- Annual Updates
- Universal Precautions
- Engineering Controls
- Work Practice Controls

Provide Personal Protective Equipment
Available Hepatitis B Vaccinations to all workers with
occupational exposure
Use labels and signs to communicate hazard
Provide information and training to staff
Maintain worker medical and training
records

5. AFFORDABLE CARE ACT (ACA) (P.L. 111-148)- The Patient Protection and Affordable Care Act (P.L. 111-148) requires U.S. residents to be enrolled in an approved health insurance plan beginning January 1, 2014. Failure to enroll will result in a monetary fine. While incarcerated persons are excluded from the requirement, they are required to enroll upon release. Therefore, to assist residents in meeting the requirements of this law, the RRC will ensure internet and phone access is made available to all residents in order to facilitate the application process. Information regarding the application process is available on the website www.healthcare.gov. Internet and phone access should also be made available for residents to access State Medicaid or Marketplace Navigators/Certified Application Counselors that provide free assistance. In addition, the Bureau may, at its discretion, provide materials for distribution to federal residents of the RRC.

The RRC is required to provide Affordable Care Act application information to each resident during the intake process. Prior to release, each resident will be surveyed to determine if they applied for a health insurance plan. The resident's self-reported information regarding their application for health insurance will be documented in a tracking log that indicates one of the following:

- Resident applied for coverage
- Resident's application is pending
- Resident has not applied to date
- Resident declined to register

Residents' self-reported information will be made available to the RRM upon request.

CHAPTER 17 - RECORDS AND REPORTS

The contractor will ensure records are safeguarded from unauthorized and improper disclosure. When any part of the information system is computerized, a security system must be in place to ensure confidentiality is maintained.

1. RESIDENT FILE - Several sections of this SOW require the contractor to maintain records on residents, which are considered to be part of the residents' files. The contractor will maintain a file on each resident that includes all significant decisions and events relating to the resident, and at least the following information:

- Documented legal authority to accept resident;
- Case information from referral source, if available;
- Case history/social history;
- Medical record, when available;
- Initial intake information form;
- Signed acknowledgment of receipt of facility rules;
- Signed acknowledgment of receipt of disciplinary policy;
- Signed release of information forms, including medical and any other consent forms;
- Individualized Program Plan;
- Evaluation and IPP progress notes;
- Current employment data;
- Record of resident's finances;
- Grievance and disciplinary record;
- Referrals to other agencies; and
- Terminal report.

In order to facilitate the planning, implementation, and evaluation of programs, documents maintained in the files will be dated and signed by the staff member making the entry.

The contractor will provide a method to account for each file and will ensure documents are filed in a timely manner. Contractors will develop a policy for conducting and documenting weekly resident file accountability checks. The policy will be reviewed and approved during the pre-occupancy inspection.

2. CONTRACT RECORDS - Documents unique to contract performance as specified above are the property of the BOP. All records

related to contract performance will be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this SOW, the contractor will, upon completion or termination of the resulting contract, transmit to the BOP all records and/or documents related to the performance of the contract.

3. DOCUMENTATION

A. Sign in/Sign out System - The contractor will monitor and maintain documentation of residents, visitors, contractors, and volunteers entering or exiting the facility by using a sign in/sign out system.

B. Employment - The contractor will maintain documentation of a resident's employment and/or unemployment. Documentation will include:

- the resident's name and register number;
- date of arrival and date employed; and
- list of residents who have not obtained employment 30 calendar days from their arrival.

C. Searches - The contractor will maintain documentation of all searches conducted in the facility.

D. Urine Sample Testing - The contractor will maintain documentation of all urine samples taken from residents.

E. The contractor will complete the BOP form *Urine Sampling Program (RRCs)* on a monthly basis and submit it to the RRM. The contractor will also send a copy of this report to the Chief USPO.

F. Alcohol Testing - The contractor will maintain documentation of all alcohol tests taken from residents.

G. The RRM, in concurrence with the CO, may require additional documentation.

4. BILLING - The contractor will provide the designated BOP office with a monthly bill along with a report of each resident's finances to include total salary hours worked plus any financial obligations (e.g., restitution, fine payments, court-ordered child support paid by the resident).

The contractor will ensure invoices arrive in the designated BOP office by the tenth of each month. For billing purposes, one (1) home confinement day, (1) furlough day, and/or (1) RRC day equals one (1) inmate day.

Billing for reimbursable miscellaneous expenses (e.g., identification cards, release clothing, direct placement physicals, etc.) shall be billed separate from the monthly service invoice and billed on a quarterly basis. The contractor will then receive an equitable adjustment, via a contract modification, equal to the amount of the reimbursable miscellaneous expense.

5. QUARTERLY REPORTING: The contractor will provide quarterly statistics (based on the calendar year) to the BOP regarding:

Placement and Release Statistics

- Total number of residents currently in RRC
- Total number of residents currently on home confinement
- Number of admissions to RRC, admissions to direct home confinement, transfers to home confinement, and releases from custody in last quarter
- Number of revocations from home confinement to RRC, and from RRC to institution, in last quarter
- Average length of stay at RRC for residents who transferred from RRC to home confinement in last quarter
- Average length of stay at RRC for RRC residents who released from custody within the last quarter
- Average length of stay on home confinement for home confinement residents who release from custody within the last quarter
- Ratio of RRC staff to RRC residents

Employment Arrivals

- Total number, and percentage, of RRC residents admitted during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Total number, and percentage, of home confinement residents admitted during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment

Releases

- Total number, and percentage, of RRC residents released during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Total number, and percentage, of home confinement residents released during the last quarter who have secured: (1) permanent full-time employment and (2) part-time or temporary employment

Total

- Total number, and percentage, of RRC residents who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Total number, and percentage, of home confinement residents who have secured: (1) permanent full-time employment and (2) part-time or temporary employment
- Average hourly wage for RRC residents
- Total number, and percentage, of employed RRC residents whose income is below the nationally published Local Poverty Guidelines.

6. CONFIDENTIALITY - The Privacy Act and Freedom of Information Act (FOIA) set forth a series of requirements governing federal agency record keeping practices intended to safeguard individuals against invasions of personal privacy. The determination of what information may be released requires staff to have a basic understanding of both the FOIA and the Privacy Act. Staff should also be aware the Privacy Act establishes criminal penalties and civil liabilities for unauthorized disclosures.

The contractor will not release any BOP document to a resident without the approval of the RRM.

The contractor will not release information about a resident to any individual without obtaining a signed release of information from the resident and the approval of the RRM.

BOP documents sought by subpoena, court order, or other court requests are subject to the approval of the Attorney General or his or her designee before they may be released. The guidelines are set forth in 28 CFR §16, subpart B. Accordingly, if a contractor receives such a request they will consult with the RRM regarding proper handling of the request.

Pre-Sentence Report (PSR) - Particular care must be taken to protect the PSR from third-party disclosure. The PSR may not be copied or distributed to any sources, to include the resident. Residents may be allowed to view their individual PSR under supervision of staff, but are not to be provided a copy. The PSR must be shredded upon the resident's release, termination, escape, or death. Contractors must consult with the RRM and follow Bureau instructions for safeguarding the PSR. Upon completion of the contract, the contractor will certify all PSR documentation has been properly destroyed. All questions are to be directed to the RRM.

CHAPTER 18 - RELEASE PROCEDURES

The contractor will ensure timely and appropriate release/transfer of residents from the RRC. The contractor will provide written procedures for staff to follow prior to releasing a resident. These procedures will include, at a minimum, the following:

- Verification of identity;
- Verification and completion of release papers;
- Completion of release arrangements;
- Notification to the USPO for residents with supervised release condition;
- Return of personal effects such as medication;
- Arrangements for completion of any pending action;
- Arrangements for community follow-up, if required;
- Forwarding address and telephone number; and
- Instruction on forwarding of mail.

1. RELEASE PLANNING - The contractor will have written procedures for establishing a formal release plan for residents, and execute appropriate release certificates. At a minimum, the plan will include:

- resident's verified residence;
- employment and/or enrollment in a training or education program;
- medication needs;
- family or other supportive relationships; and
- follow-up appointments for medical, mental health and/or substance use treatment.

If the resident has a supervised release term (SRT), the RRC will submit a release plan to the USPO at least six weeks before the release date. In addition, the RRC will submit a copy of the release plan to the RRM at least 30 days prior to release to facilitate release notifications.

For residents who are subject to Parole conditions (as indicated by the RRM), staff will submit the release plan, along with a parole certificate request, to the U.S. Parole Commission (USPC). Parole certificates are e-mailed, mailed, or faxed to the RRC directly from the USPC. The contractor will consult

with the RRM to ensure the number of days remaining to be served is accurate and any special conditions are noted on the reverse side of the parole certificate prior to the resident being released from the RRC. The contractor will mail the signed parole certificate to the RRM.

Note: Conditions of release must be read to the resident and the resident's signature must be witnessed and dated by a staff member. This is to be obtained on each of the parole certificates and SRT certificates, when applicable. Each page of the certificate is signed individually, in pen, and is not carbonized. Release on parole is not effective without the resident's signature. Copies are distributed as follows:

- original to resident;
- copy to USPO;
- "institution copy" to RRM; and
- copy to USPC Office.

If a resident is releasing to some type of supervision, the contractor must advise the resident to report to the USPO within 72 hours of release from the RRC. The contractor will notify the USPO of the resident's release by faxing the *Notice of Release and Arrival* form to the USPO.

2. RELEASE CLOTHING, FUNDS, AND TRANSPORTATION - The BOP provides release clothing, funds and transportation at the time a resident is transferred from an institution to an RRC.

In unusual circumstances, such as the location of the RRC or the conditions of a resident's confinement in an RRC, the need may arise for the contractor to provide release clothing, funds, and transportation. The contractor will develop and submit an itemized plan for a resident's release clothing, funds, and transportation needs to the RRM for approval at least one week prior to release. If approved, the contractor will provide the approved release funds, clothing, and/or make the necessary transportation arrangements for the resident. Documentation (i.e. paid invoices), will be forwarded with the quarterly billing. The contractor will be reimbursed by the government for RRM approved release clothing, funds, and transportation, on a quarterly basis.

3. PROPERTY - The contractor will establish and maintain procedures to dispose of a resident's personal property in the event of death, escape, or transfer. Property will be immediately secured and then inventoried prior to the end of the work shift. Personal property left behind by an escapee will be considered abandoned and may be disposed of if left unclaimed for a period of 30 days. The confiscation and disposal will be documented. Information on how the RRC processes abandoned property must be relayed to the resident population. An inventory of a resident's personal property must be completed by no less than two staff members who will sign and complete an inventory list. If a resident is being held in a local jail, or has been transferred to a BOP facility, next of kin identified on the resident's intake form will be advised to pick up the property after release by the investigating officers, when applicable.

4. TYPES OF RELEASES - For information regarding release types, refer to P.S. 5800, Correctional Systems Manual.

5. RELEASE DOCUMENTS - The contractor will verify all release documents with the RRM five working days prior to release. The contractor will ensure all release documents have original signatures, are dated, and appropriately distributed. The contractor is responsible for obtaining release documents which may include the following:

- Parole Certificate;
- Mandatory Release Certificate;
- Special Parole Term Certificate;
- Conditions of Supervision;
- Notice of Release and Arrival; or
- Notice to the U.S. Attorney of Release of Inmate with Criminal Fine.

The contractor will complete a Notice of Release and Arrival report following the procedures outlined in the current bureau referral and population management tool, on all applicable releasing residents.

The contractor will complete a terminal report, utilizing the R3M application template, on all releasing residents. The report will address all elements listed in the template following the IPP progress notes and program plans.

Distribution is to be accomplished via electronic transmission or mail with copies as follows: original to residents' parent institution, copy to the RRM, USPC (if applicable), and to the appropriate USPO.

Upon a resident's actual release, the contractor will immediately notify the RRM via the R3M application (in the event the application is down the use of telephone, fax or e-mail may be used at the discretion of the RRM).

6. FILES - Upon completion or termination of the resident's program, the contractor will electronically forward the terminal report to the Case Management Coordinator at the Bureau parent institution within five working days with copies to the RRM, USPC (if applicable), and to the appropriate USPO. The contractor will shred the BOP referral packet (e.g., PSR, J&C, SOR). Referral information stored electronically will be deleted from the contractor's data system. The contractor may retain public information which can identify former residents, copies of research data which have been depersonalized, and copies of reports generated by the contractor. Upon termination of the contract, the contractor will notify and certify all records were properly disposed.

CHAPTER 19 - ESCAPE PROCEDURES

An escape occurs when a resident fails to remain in custody by:

- not reporting to the facility for admission at the scheduled time;
- not remaining at the approved place of employment or training/treatment during the hours specified by the terms of the employment or training/treatment program;
- not returning to the facility at the time prescribed;
- not locatable while on authorized furlough or pass;
- not returning from an authorized furlough or pass at the time and place stipulated;
- not being locatable by facility staff;
- not abiding to conditions of employment and/or conditions of home confinement;
- being arrested for new or old criminal charges; or
- leaving the facility without staff permission.

A. Staff Action - The contractor will provide written procedures to ensure all staff understand what constitutes an escape and appropriate procedures for reporting an escape. These procedures will include instructions to reasonably attempt to locate the resident, which may include going to the pass location or residence. The contractor will develop step-by-step procedures addressing the following:

- internal notification;
- a thorough search of all areas inside the facility;
- telephone contact to resident cell phone, if applicable;
- telephone contacts where the resident has signed-out; and
- telephone inquiries to determine if the resident has been arrested or injured.

The above procedures should ordinarily take no more than 30 minutes to complete from the time the resident was to initially report to the facility or return to the facility from an authorized absence, or from the time of any indication the resident may be unaccountable. It is the resident's responsibility to ensure established schedules are followed, and the facility is notified if unable to report/return to the facility at the authorized time. Facility staff may modify a return time upon receiving justification and subsequent

verification for late arrival. At no time will this exceed one hour without notification to the Facility Director. Any modification of initial reporting time to the facility must be coordinated and approved by the RRM. If all efforts to locate the resident have failed, the Facility Director will immediately notify the RRM. The contractor will provide all the necessary information needed for the RRM to complete and forward the Escape Flyer. This responsibility cannot be delegated below the duty officer of the facility. The contractor will prepare an incident report for residents classified as Escape and Technical Escape for new charges and conduct a discipline hearing in accordance with guidelines established in the current version of the P.S. 5270, Inmate Discipline Program. Release notification as an escape will be processed utilizing the procedures outlined earlier in this document. The contractor should not write an incident report on residents who are classified as Technical Escape - Old Charges.

USPO cases are not in the custody of the BOP and cannot be considered escapees. These residents are referred to as absconders. When they are deemed unaccountable, the contractor will immediately advise the supervising authority or follow locally coordinated procedures with the supervising authority. When a resident absconds during normal business hours, the contractor will notify the RRM the same day it happens. When a resident absconds after normal business hours, the contractor will notify the RRM the next business day.

B. Fiscal Impact - The BOP does not pay the contractor for the day of the escape.

C. Preventive Measures - Residents with Public Safety Factors or any special needs cases exhibiting unusual behavior require closer attention and reporting to the RRM.

If a resident receives an incident report that may cause program failure, the contractor will contact the RRM prior to issuing the report. The RRM will consider coordinating the issuance of the report with the USMS assuming custody of the resident.

The contractor will allow any resident who has been considered in escape status to return to the facility, unless the resident presents a significant safety or security issue to the facility, other residents or staff. Anytime a resident returns to the facility, the contractor will immediately notify and consult

with the RRM so an appropriate action plan can be determined. Ordinarily, in cases where the resident was placed on Technical Escape - Old Charges they will not be failed from the program. In this type of case, consultation must be made with the RRM as to the status of the resident.

CHAPTER 20 - SERIOUS ILLNESS, INJURY OR DEATH

The contractor will immediately notify the RRM when a resident becomes seriously ill, requires emergency medical treatment, or dies. In the event of the resident's death, the RRM will notify the resident's family or next of kin.

Immediately upon the death of a resident, the contractor will assemble and advise the RRM of the following information concerning the deceased resident:

- (1) Name, register number, date of birth;
- (2) Offense and sentence;
- (3) Date, time, and location of death;
- (4) Apparent cause of death;
- (5) Investigative steps being taken, if necessary;
- (6) Name and address of survivor or designee;
- (7) Notifications made;
- (8) Status of autopsy request; and
- (9) Brief medical history related to death.

The contractor will consult with the RRM to ensure appropriate notifications are made. The contractor will also arrange for the fingerprinting of the thumb of the right hand to be taken, and staff will date and sign the fingerprint card to ensure positive identification has been made. The fingerprint card will then be sent to the RRM. Release notification of a death will be processed utilizing the procedures outlined earlier in this document.

If death is due to violence or an accident, surrounded by unusual or questionable circumstances, or is sudden and the deceased was not under medical supervision, staff will notify appropriate law enforcement officials of the local jurisdiction. The purpose of this notification is to review the case and examine the body, if necessary. Autopsy requests will be forwarded or initiated by the RRM who will consult with other BOP staff and make determinations regarding need for autopsy.

When there is no longer an official interest in the body, it may be turned over to family members or next of kin as indicated on the resident's intake form. Should the family decline the body or be unable to afford funeral expenses, the contractor will compile a list of local burial/funeral providers and contact the RRM for disposal instructions.

Personal property of a deceased resident will be inventoried and forwarded to the person indicated on the residents' intake form.

CHAPTER 21 - USPO CASES

Ordinarily, USPOs are responsible for the overall supervision of residents who are placed in an RRC as a condition of probation, parole, mandatory release, or supervised release supervision.

The contractor will not accept persons described in this chapter unless they have been approved for placement by the RRM.

The contractor will provide all services and programs cited in the SOW for all persons described in this chapter, except as specified below:

- Driving - Permission to drive must be approved by the Facility Director and the supervising USPO.
- Discipline - Persons under supervision as described in this chapter are subject to facility rules and minor sanctions. However, if an act is alleged to have been committed by a resident under supervision and the recommendation is to impose a major sanction, a formal discipline hearing is not required.
- Intake - Staff must work with the USPO when developing the individual reentry plan for each resident.
- Medical Services - The initial medical screening for probationers, parolees, mandatory releases and supervised releases is paid by the contractor, who will then request reimbursement from the BOP quarterly. The contractor will then notify the USPO of any medical conditions of these residents. All additional medical and dental expenses for persons under supervision of a USPO are the responsibility of the resident. Staff should assist the resident in finding appropriate community resources.
- Marriage - Residents under supervision must have their requests for marriage approved by the USPO.
- Any unauthorized absence of persons described in this chapter will be reported immediately to the USPO. If the unauthorized absence occurs after regular business hours, the RRM will be notified the next business day.
- Release - When the term specified by the court has been satisfied or the Facility Director determines a resident's program is completed or participation will produce no further significant benefits, staff will notify the USPO of the termination. The contractor will copy the RRM on this notification. A terminal report will be completed by the

contractor and forwarded to the USPO and the RRM. The contractor will ensure the RRM has been properly notified of all requests for program termination and received terminal reports before release.

- Residents identified in this chapter are not eligible for furloughs or home confinement. Absences other than "sign-out" will be approved by the supervising USPO and documented by the contractor.
- Death - In the event of death, the contractor will immediately notify the USPO and RRM. The USPO is responsible for disposal of the body and any administrative follow-up procedures.
- Basic mental health treatment for residents under supervision is the financial responsibility of the USPO if the resident is uninsured or is unable to pay.

CHAPTER 22 - RESEARCH AND EVALUATION

The BOP does not operate RRC facilities using BOP staff and is therefore dependent upon data generated and maintained by the contractor for research and evaluation purposes.

The contractor will participate in all research studies as directed by the BOP.

The contractor will be responsive to all BOP surveys, data collection requests, questionnaires, or pilot programs, in a timely manner.

Pilot programs/studies may include, but are not limited to, program plans, resident adjustment, discipline, prognosis for success, etc.

The contractor will not participate in any research studies or data collection efforts using information from BOP or USPO residents without prior approval from the RRM.

CHAPTER 23 - BOP INSPECTIONS

The objective of BOP inspections is to ensure the contractor is in compliance with applicable laws, regulations, policies, and contract requirements, and to ensure that fraud, waste, abuse, mismanagement, and illegal acts are prevented, detected, and reported.

The contractor will receive feedback from inspections in the form of monitoring reports or direct correspondence. This feedback may identify deficiencies which the contractor must remedy. A deficiency is determined when evidence indicates the contractor has failed to meet the performance requirements of the contract. Evidence that supports a deficiency will be factually sufficient to lead a person knowledgeable in the program area to come to the same conclusion as the reviewer.

The BOP reserves the right to determine the resources necessary to perform all inspections and monitoring visits (e.g., number and type of staff, number of working days) as defined in this chapter.

1. PREOCCUPANCY VISIT - After contract award, but before the CO issues the "notice to proceed," the BOP may conduct a preoccupancy visit at the facility. During this visit, the BOP will determine the contractor's ability to begin performance by inspecting, at a minimum, all emergency plans and life/safety issues for compliance with the SOW. The preoccupancy inspection for incumbent contractors may be postponed to coincide with the first full monitoring if no life/safety issues were identified during the pre-site inspection.

A. Emergency Plans - After contract award, but before the CO issues the "notice to proceed," the contractor will submit to the RRM a complete written copy of the facility's emergency plans as required in the SOW.

B. Life/Safety Issues - After contract award, but before the CO issues the "notice to proceed," the contractor will be in compliance with all life safety issues as required by the SOW, unless otherwise indicated by the RRM.

2. OTHER VISITS - The contractor will accept and accommodate visit(s) or inspection(s) by the BOP, USPO, or an investigative authority as indicated in the SOW, or upon direction of the RRM,

at any time during the life of the contract. Other visits may occur for the purpose of training or to resolve general contract issues.

3. FULL MONITORING - A full monitoring is a comprehensive inspection and review of all aspects of the contractor's operation and facility. The first full monitoring ordinarily occurs 60-90 days from the date performance begins. Ordinarily, the contractor is given advance notice of an upcoming full monitoring. A full monitoring may take several days and a monitoring report will be generated.

A monitoring report contains all the deficiencies as determined by the reviewer(s). The contractor will respond in writing to the RRM within 30 days of receipt of the report (unless otherwise directed by the RRM). The contractor's response will include any issues addressed in the monitoring report and specify plan(s) of action for correction. The contractor will also indicate a realistic time frame/date when each correction will be completed. This in no way releases the contractor from performing the requirements of the contract.

4. INTERIM MONITORING - An interim monitoring is an unannounced on-site examination. Ordinarily, during the interim monitoring, the BOP inspects, but is not limited to, those areas which have previously been identified with deficiencies. Subsequent to an interim monitoring, the contractor will receive a letter acknowledging the interim monitoring from the RRM. The letter will also indicate all areas found non-compliant. The contractor will respond in writing to the RRM within 30 days of receipt of the report (unless otherwise directed by the RRM). The contractor's response will include any issues addressed in the monitoring report and specify plan(s) of action for correction. The contractor will also indicate a realistic time frame/date when each correction will be completed. This in no way releases the contractor from performing the requirements of the contract.

Prior to a monitoring and/or other visit, BOP staff may query contractors concerning community meetings they may want to attend during their inspections.

5. REMOTE MONITORING - A remote monitoring is an evaluation of the contractor's performance that is conducted from the RRM office. To facilitate the monitoring, the RRM will request

specific documentation and indicate the means and time frames by which this information should be submitted (e.g., electronically, facsimile or mailed). If the contractor is utilizing web-based electronic programs for the accountability or management of residents, they must provide remote access to BOP staff upon request.

6. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) - CPARS is an automated system in which contractor performance is reported. Performance is measured annually by the COR. The rating period represents 12 months of contract performance and ordinarily is conducted at the end of each performance period. The COR electronically, via CPARS, sends the evaluation to the CO who reviews the document then releases it to the contractor for comments via CPARS. The contractor will have 30 calendar days to make comment and return the form to the CO.

7. RESPONSIBILITIES OF THE CONTRACTOR - The contractor will respond to all inspections, monitoring reports, evaluations, and RRM inquiries within the appropriate time frame.

The contractor's response must indicate the areas of non-compliance have been corrected or provide a plan that includes time frames to correct deficiencies.

The contractor will take appropriate actions to correct deficiencies and improve operations, and ensure adequate administrative controls and monitoring systems are in place to prevent the deficiency from recurring. Failure to respond to the direction given by the COR or the result of the monitoring reports could result in adverse contract action.

8. REPEAT DEFICIENCIES - A repeat deficiency is a serious issue. Therefore, the authorized negotiator will provide a separate response to the RRM, with a copy to the CO, specifically addressing the repeat deficiency. (This is in addition to the Facility Director's response to the RRM.) The authorized negotiator must describe the measures and internal controls to be implemented to ensure the problem will not occur again, as well as explain why the problem was not corrected from the prior review. The authorized negotiator's response is due no later than five calendar days after receipt of the report.

CHAPTER 24 - DEDUCTIONS AND REIMBURSEMENTS

When a contractor fails to respond to an inspection report or repeatedly fails to correct documented deficiencies, the BOP may increase the number of inspections and charge the contractor for the reasonable costs associated with these visits. If the BOP must repeatedly visit facilities above the routinely scheduled activity of monitoring and training, the contractor may be required to reimburse the BOP for all reasonable costs associated with providing technical assistance, training, and oversight required to improve the contractor's performance to a satisfactory level. These costs will be deducted from the monthly billing to the government.

In addition, the contractor will be subject to government deduction when and if they have been found to be in non-compliance with the conditions of the contract. Once the contractor has been informed of a problem, and does not comply within the specified time, they will be notified of the pending deduction and the basis for the deduction by the CO.

The BOP will schedule a preoccupancy inspection following contract award and before performance. If the BOP must repeatedly inspect the place of performance (e.g., facility and location) due to the contractor's failure to complete necessary facility repairs or renovations, or failure to meet minimum program requirements so performance may begin, the contractor may be required to reimburse the BOP for all reasonable costs associated with a second (or subsequent) preoccupancy inspection. If the contractor is approved to change the place of performance during the contract, reimbursement for the additional preoccupancy inspection may be the responsibility of the contractor. These costs may be deducted from the monthly billing to the government.

The requirements of this chapter do not modify or waive the rights of the BOP to terminate a contract for default under the terms and conditions of the contract.

BP-A1114
MAR 18
U.S. DEPARTMENT OF JUSTICE

**Request for Contract Staff Background Investigation
Authorization to Release Confidential Information**

FEDERAL BUREAU OF PRISONS

Facility: _____
Please type all information

Location Code: _____

LAST NAME		FIRST NAME		MIDDLE NAME OR INITIAL	OTHER NAMES USED	
POSITION OR JOB TITLE		ANTICIPATED HIRE DATE		CRIMINAL HISTORY, IF APPLICABLE		
SEX	RACE	HAIR COLOR	EYE COLOR	HEIGHT	WEIGHT	DOB
DRIVER'S LICENSE - STATE & NUMBER		SOCIAL SECURITY NUMBER		CITY AND STATE OF BIRTH		

OTHER STATES LIVED OR WORKED IN		

If this is a Key Staff Member, a copy of the applicant's application and resume must be attached. Upon Conditional Approval, a sealed transcript must be sent directly to the RRM office from any schools, colleges or universities identified on the application which substantiate the individual's qualifications to fulfill the position.

Applicant's Acknowledgment:

I authorize the release to the Federal Bureau of Prisons of any information generated as a result of a National Crime Information Center/National Law Enforcement Telecommunications System (NCIC/NLETS) criminal history check on me, or any other information necessary to determine my suitability for work with Federal offenders.

I also understand the Federal Bureau of Prisons may only disclose to the Facility Director or the contractor's authorized negotiator that a record exists that calls into question my suitability for work with Federal offenders at the above-noted facility. Information generated as a result of a NCIC/NLETS criminal history check will not be available to me or my prospective employer. I understand that I may contact the FBI for further information related to the results of the NCIC/NLETS inquiry, following procedures in 28 CFR, Subpart C 16.30-16.34.

I understand that all my records are protected under Federal privacy regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to extent that action has been taken in reliance on it. In any event, this consent will cease to be effective after my employment with the above company.

Signature of Applicant Date
The above-listed information is true and correct.

DMV

Printed Name and Signature of Witness Date
(Facility Director or Authorized Negotiator)

NCIC / NLETS

BOP Approval/Signature of RRM Date

WANTS

Residential Reentry Center

Elements of the Medical Examination for Residents Committed Directly to the RRC

I. Elements of the Intake Medical/Mental Health History (To be completed by RRC Staff)

Abuse Victim History

- a. Sexual (comments) _____
- b. Physical (comments) _____
- c. Emotional (comments) _____
- d. Residents perception of vulnerability (comments) _____

Need for Psychological Referral ____ Yes ____ No

Provider's Comments _____

Mental Health History: Check all that apply.

- ☐ History of Head Trauma
Nature of trauma _____ Date of event _____
Provider's Comments _____
 - ☐ History of Loss of Consciousness
Nature of event/diagnosis _____ Date of event _____
Provider's Comments _____
 - ☐ Current or Prior Mental Health Treatment
Diagnosis (if known) _____ Date(s) of treatment _____
Provider's Comments _____
 - ☐ History of Suicide Attempt(s)
Attempt method(s) _____ Date(s) of attempts _____
 - ☐ Current suicidal ideation ____ Yes ____ No Planned method _____
- Need for Psychological Referral ____ Yes ____ No

Substance Abuse History

- ☐ No licit or illicit drug use
- ☐ Alcohol Type ____ Frequency of use ____ Last Used ____
- ☐ Opiates Type ____ Frequency of use ____ Last Used ____
- ☐ Amphetamines Type ____ Frequency of use ____ Last Used ____
- ☐ Depressants Type ____ Frequency of use ____ Last Used ____
- ☐ Inhalants Type ____ Frequency of use ____ Last Used ____
- ☐ Hallucinogens Type ____ Frequency of use ____ Last Used ____
- ☐ Other drugs Type ____ Frequency of use ____ Last Used ____
- ☐ Current or recent experience of withdrawal symptoms

Need for Substance Abuse Treatment Referral ____ Yes ____ No

Provider's Comments _____

2. Elements of the Physician's Intake Hands-on Physical Assessment (To be completed by Health services examiner)**Vital Signs:**

Pulse _____ Respirations _____ Temperature _____ (Normal Yes/No)

BP _____ HT _____ Weight _____ Body Mass _____ SaO₂ _____

Peak Flow _____ Random Blood Glucose _____

Pain Assessment:

Intensity (0-10 scale) _____ Location _____ Duration _____

Aggravating factor(s) _____ Alleviating Factor(s) _____

Oral Health Assessment:☐ Pain in mouth or teeth _____ Yes _____ No Location _____☐ Swelling in mouth, jaws or neck _____ Yes _____ No Location _____☐ Lesion(s) in mouth _____ Yes _____ No Location _____

Need for Dental Referral _____ Yes _____ No

Provider's Comments _____

Mental Health Assessment:☐ Level of Consciousness

_____ Alert and oriented x 3 (person, place & time)

_____ Alert and disoriented

_____ Inattentive

☐ Psychomotor Activity

_____ Normal Gait _____ Abnormal Gait _____ Hyperactivity/Agitation _____ Hypo-activity

☐ General Appearance

_____ Well-groomed _____ Disheveled _____ Normal hygiene _____ Poor hygiene

☐ Mood

_____ Normal affect _____ Disturbed affect

☐ Thought Process and Content

_____ Logical _____ Confused _____ Irrational

Need for Psychology/Psychiatry Referral _____ Yes _____ No

Provider's Comments _____

Body Systems Review**a. HEENT**

Head: Face symmetrical _____ Yes _____ No

Hair appearance _____ Normal _____ Thin _____ Coarse _____ Alopecia

Eyes: PERRLA _____ Yes _____ No

EOMI _____ Yes _____ No

Icterus/conjunctival inflammation _____ Yes _____ No

Fundoscopic nicking _____ Yes _____ No

Fundoscopic discs sharp _____ Yes _____ No

Visual Acuity Right eye _____ Left eye _____

Ears: Canals patent _____ Yes _____ No

Tympanic membrane intact _____ Yes _____ No

Nose: Septum intact _____ Yes _____ No

Nares patent _____ Yes _____ No

Polyps _____ Yes _____ No

Throat: Neck full ROM _____ Yes _____ No

Trachea midline _____ Yes _____ No

Thyroid normal _____ Yes _____ No

Masses _____ Yes _____ No

- Adenopathy ☐ Yes ☐ No
- b. Skin: Rash ☐ Yes ☐ No
- Lesions ☐ Yes ☐ No
- Pigmentation ☐ Normal ☐ Abnormal
- Masses ☐ Yes ☐ No
- c. Heart: RRR ☐ Yes ☐ No
- Normal S1/S2 ☐ Yes ☐ No
- Murmur ☐ Yes ☐ No
- Carotid Bruits ☐ Yes ☐ No
- JVD ☐ Yes ☐ No
- d. Lungs: Clear to auscultation ☐ Yes ☐ No
- If no, sounds are: ☐ wheezes ☐ crackles ☐ rhonchi ☐ consolidation
- e. Abdomen: Hernia ☐ Yes ☐ No
- Bowel Sounds ☐ Normal ☐ Hyperactive ☐ No sounds
- Tenderness ☐ Yes ☐ No
- Masses ☐ Yes ☐ No
- Organomegaly ☐ Yes ☐ No
- f. Musculoskeletal
- Extremities: Strength in all extremities ☐ Yes ☐ No
- Edema ☐ Yes ☐ No
- Full ROM all extremities ☐ Yes ☐ No
- Pulses all extremities ☐ Yes ☐ No
- Deformities/amputations ☐ Yes ☐ No
- Spine: Full ROM ☐ Yes ☐ No
- Deformities ☐ Yes ☐ No
- g. Genitourinary
- Male: External genitalia ☐ Normal ☐ Tenderness ☐ Mass ☐ Lesions
- Prostate gland ☐ Normal ☐ Enlargement ☐ Mass ☐ Lesions Discharge ☐ Yes ☐ No
- Female: External genitalia ☐ Normal ☐ Tenderness ☐ Mass ☐ Lesions
- Pelvic exam ☐ Normal ☐ Tenderness ☐ Mass ☐ Lesions
- Discharge ☐ Yes ☐ No
- Breast exam ☐ Normal ☐ Tenderness ☐ Mass ☐ Lesions
- h. Neurological
- Gait ☐ Normal ☐ Shuffling ☐ Unsteady
- Reflexes ☐ Present ☐ Absent

Medications Currently Used

a. Prescribed

b. OTC

Comments on Positive Findings ☐ No positive findings ☐ Positive findings (see comments)

Referrals for Follow-up

Labs ☐ No ☐ Yes (specify)

Radiographs ☐ No ☐ Yes (specify)

Specialists ☐ No ☐ Yes (specify)

Primary care ☐ No ☐ Yes (specify)

Treatment Plan

___ No treatment needed at this time

___ Treatment plan specified below (attach additional pages if necessary)

History of Chronic Diseases: Check all that apply and specify condition.

- ☐ Cardiovascular (specify) _____
 - ☐ Stroke
 - ☐ Hypertension
 - ☐ Diabetes: Insulin-dependent ___ Yes ___ No
 - ☐ Respiratory (specify) _____
 - ☐ Cancer (specify) _____ Current Status _____
 - ☐ Hematologic (specify) _____
 - ☐ HIV Infection/AIDS
 - ☐ Viral Hepatitis Infection: ___ HBV ___ HCV
 - ☐ Other chronic diseases (specify) _____
- Need for Medical Referral ___ Yes ___ No

Provider's Comments _____

History of Infectious Diseases: Check/circle all that apply.

- ☐ Syphilis, gonorrhea, chlamydia, genital warts and/or genital herpes
- Date of last treatment _____
- ☐ Varicella – Chicken pox, zoster _____ Date of infection _____
 - ☐ Other infectious disease (specify) _____
- Need for Medical Referral ___ Yes ___ No

Provider's Comments _____

Allergies

- ☐ Drugs (specify) _____
- ☐ Foods (specify) _____
- ☐ Other allergens (specify) _____

Provider's Comments _____

Infectious Disease Risk Factors

- ☐ IV drug use with shared needles
- ☐ Sexual partner using IV drugs with shared needles
- ☐ Multiple sexual partners in last 5 years
- ☐ Condom use ___ Always ___ Sometimes ___ Never
- ☐ Sexual partner having HIV, HBV and/or HCV
- ☐ Tattoos
- ☐ Blood product transfusion

Need for Medical Referral ___ Yes ___ No

Provider's Comments _____

TB Screening History

- ☐ Date of last skin test _____ Results in millimeters _____ mm.
☐ Date of last chest x-ray _____ Results _____

If Positive for TB Infection:

- ☐ Treatment completion date _____
☐ Treatment ongoing _____ Yes _____ No
☐ Never treated _____ Yes _____ No

Symptoms of Active TB

- ☐ Blood-tinged sputum
☐ Night sweats
☐ Weight loss (unintentional)
☐ Fever
☐ Cough (duration of 3 weeks or more)

Need for Medical Referral _____ Yes _____ No

Provider's Comments _____

Tobacco Use

Frequency of use _____ Type of tobacco product _____

Mental Health History: Check all that apply.

- ☐ History of Head Trauma
Nature of trauma _____ Date of event _____
Provider's Comments _____
- ☐ History of Loss of Consciousness
Nature of event/diagnosis _____ Date of event _____
Provider's Comments _____
- ☐ Current or Prior Mental Health Treatment
Diagnosis (if known) _____ Date(s) of treatment _____
Provider's Comments _____
- ☐ History of Suicide Attempt(s)
Attempt method(s) _____ Date(s) of attempts _____
- ☐ Current suicidal ideation _____ Yes _____ No
Planned method _____

Need for Psychological Referral _____ Yes _____ No

Provider's Comments _____

Pregnancy History

- ☐ Current pregnancy _____ Yes _____ No _____ Unknown _____ Hysterectomy
☐ Prior pregnancies: Number _____ Live births _____ Abortions _____ Miscarriages _____

Need for Medical Referral _____ Yes _____ No

Provider's Comments _____

Immunization History

<input type="checkbox"/> Tetanus:	____ Yes	____ No	____ Unknown	Date _____
<input type="checkbox"/> MMR:	____ Yes	____ No	____ Unknown	Date _____
<input type="checkbox"/> Pneumovax:	____ Yes	____ No	____ Unknown	Date _____
<input type="checkbox"/> HBV:	____ Yes	____ No	____ Unknown	Date _____
<input type="checkbox"/> HAV:	____ Yes	____ No	____ Unknown	Date _____
<input type="checkbox"/> HPV:	____ Yes	____ No	____ Unknown	Date _____
<input type="checkbox"/> Influenza:	____ Yes	____ No	____ Unknown	Date _____

Surgery (ies)

Type(s) _____ Date(s) _____ Provider/Hospital _____

Signature/Credential of Examining Physician

Date of Examination

INITIAL INTAKE FORM

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

Facility Name and Address:				
Contract staff completing the interview (print):				
Name of Resident:		Register Number:		
Resident Home Address:	DOB:	SSN:	Race:	Sex:
Religion:	Date and Time of Arrival:			
<p>1. NOTIFICATION IN CASE OF EMERGENCY/DEATH (Resident completes):</p> <p>In case of an emergency or my death, I direct that my _____, be notified via information provided below. (relationship)</p> <p>_____ (Name) (Address) (City) (State)</p> <p>_____ (Telephone Number)</p>				
Name and Telephone Number of Personal Physician:				
<p>2. Status (Contract staff completes)</p> <p>Component Assigned: Community Pre-Release Home confinement (circle one) Corrections</p>				
Type of case (BOP or USPO) (BOP cases are in custody and subject to removal to a BOP institution):				
Case Manager assigned:				
<p>3. Signatures (Contract staff and resident completes):</p> <p>_____ Contract staff signature Date/Time</p> <p>_____ Resident signature Date/Time</p>				

Record Copy - Facility Director; Copy - RRM (This form may be replicated via computer)

[Name of RRM]

[Addressee]

Re: Request for DNA Collection

Dear [Name of Facility CEO]:

The DNA Analysis Backlog Elimination Act (DNA Act) requires the Federal Bureau of Prisons to obtain DNA samples from all residents with qualifying offenses. Currently, the Attorney General is authorized to collect DNA samples from individuals who are arrested, facing charges, or convicted or from non-United States persons who are detained under the authority of the United States. See 42 U.S.C. Sec. 14135a (a)(1)(A). An implementing regulation was published in the Federal Register on December 10, 2008 (Vol. 73, No. 238, pp. 74932-74943). The FBI analyzes submitted DNA samples and maintains the results in the Combined DNA Index System (CODIS).

The following [xx] residents are housed at your facility and are required to provide a DNA sample under the DNA Act. We are asking your assistance with the collection.

Resident Name, Reg. No.
Resident Name, Reg. No.

Included with this letter is/are [xx] DNA Buccal Swab Collection Kits. Instructions for the DNA collections are included in the kits. Also included are DNA fact sheets that may be provided to the residents to answer any questions they may have. If a resident refuses to consent to the DNA collection, please bring this to the attention of this office as soon as possible.

The resident should be made aware that refusal to consent may result in the resident being temporarily brought back into the physical custody of the Bureau and housed in a Special Housing Unit until the sample is collected.

To receive DNA numbers from Bureau staff for the DNA collected, your staff should contact [xxx] at [xxx] one or two business days before the collection is scheduled. Generating a DNA number during this timeframe will decrease the chance numbers will be generated in error.

Thank you for your assistance with this important matter. Please contact my office at [xxx-xxx-xxxx] if you have any questions.

Sincerely,

Residential Reentry Manager

**Bureau of Prisons Offender DNA Sample Collection
Fact Sheet**

The Bureau of Prisons' (Bureau) current authorities to collect DNA samples from persons are as follows:

- Title 42 U.S.C. Sec. 14135a, Collection and use of DNA identification information from certain federal offenders;
- Title 42 U.S.C. Sec. 14135b, Collection and use of DNA identification information from certain District of Columbia offenders; and
- Title 28 C.F.R. Part 28.12.

Pursuant to these authorities, the Bureau will collect DNA samples from persons who are:

- Convicted of any federal offense (felony or misdemeanor);
- Convicted of any Uniform Code of Military Justice (military) offense (felony or misdemeanor);
- Convicted of a qualifying D.C. Code offense (as provided at D.C. Code Sec. 22-4151);
- Arrested or facing charges (pretrial offenders); and
- Non-United States persons who are detained under the authority of the United States (including the Bureau) (persons who are not United States citizens and who are not lawfully admitted for permanent residence as defined by 8 C.F.R. Sec. 1.1 (b)).

Bureau Program Statement 5311.01, *Inmate DNA Sample Collection Procedures* (effective date Feb. 1, 2011), provides the following:

- Collection of DNA via buccal swab has been incorporated into the collection method.
- Collection of DNA from juveniles is permitted.
- Consequences for refusing to provide a DNA sample include an incident report(s), progressive administrative sanctions, and possible criminal prosecution.
- If efforts to obtain a DNA sample fail, or the offender is approaching his/her release date, standard use of force protocols (including standard confrontation avoidance procedures) must be invoked, using only the amount of force necessary to obtain a DNA sample. In instances where calculated use of force is necessary, it is recommended that a blood sample be obtained.

Individualized Program Plan

(Available in Word from RRM Office)

Name:	RRC Facility/Code:
Register Number:	Telephone:
Arrival Date:	Fax:
HCED Date:	Status: ___ BOP or ___ USPO
Projected Release Date/Method:	
Sex: <input type="radio"/> Male or <input type="radio"/> Female	Driver's License Number/State:
Date of Birth:	FBI Number:
Next Review Date:	Other IDs:
CIM Status:	
Component: <input type="checkbox"/> CCC <input type="checkbox"/> Pre-Release <input type="checkbox"/> Home Confinement	
Release Residence Address:	Release Employer Name/Address:
Telephone:	Telephone:
Primary Emergency Contact:	Secondary Emergency Contact:
Address	Address
Telephone:	Telephone:
Release Address Family Ties/Support:	
Sentence/Supervision:	
Financial Plan Active: ___ Yes ___ No	Subsistence Modification <input type="checkbox"/> Yes or <input type="checkbox"/> No
Financial Plan Date:	Subsistence Waiver: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Payment Missed: <input type="checkbox"/> Yes or <input type="checkbox"/> No	IR for missed payments: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Special Conditions of Supervision:	
USPO Name:	
Sentencing District Address	
Phone/Fax	
Subject to 18 USC 4042(8) Notification Yes <input type="checkbox"/> or No <input type="checkbox"/>	DNA Required: <input type="checkbox"/> Yes or <input type="checkbox"/> No

Individualized Program Plan

Name:

Registration Number:

Profile Comments:	
EDUCATION DATA – Prior and Current	
WORK DATA - (Prior and current):	
Prior Work History:	
Job Search History	
Employment (date of hire, hours, position, employer name and address/phone)	
On-Site Visit Date:	Legal Notification Date:
DISCIPLINE DATA (RRC Information)	
Date, Prohibited Act, Sanction	
RRC COMPONENTS - CCC, Pre-Release, HC	
Component name and date	
VOCATIONAL/CAREER: Prior and Current	
INTERPERSONAL:	
Relationships:	
Family Ties/Support system:	
Parental responsibility:	
Comments:	
AFFORDABLE HEALTH CARE ACT:	
Affordable Health Care Application:	
ACA information distributed during intake () Yes or () No	
Internet and phone access available to facilitate ACA access? () Yes or () No	
ACA survey prior to release? () Yes or () No	
Progress and Goals:	

PHYSICAL HEALTH:
Physical health concerns:
Prescribed medication:
Progress and Goals:
MENTAL HEALTH:
Mental health assessment:
Mental health treatment:
Progress and Goals:
OTHER TREATMENT PROGRAMMING:
Sex offender treatment
Substance abuse treatment:
Other treatment:
COGNITIVE
General behavior:
Criminal behavior:
Progress and Goals:
HC PROGRAMMING
Family meeting: () Yes or () No
Meeting date:
Home visit: () Yes or () No
Home visit date
HC request: () Yes or () No
HC request date
HC approval () Yes or () No
HC approval date:
Date resident actually placed on HC:
PASSES/FURLOUGHS:
Chronologically list all dates and note if successful:

RELEASE PLANNING:		
Tentative release plan:		
Approved release plan address/phone:		
Release plan support system (name of person, address, phone, relationship to the resident)		
Other comments:		
SIGNATURES/DATE:		
Case Manager Printed Name	Case Manager Signature /Date	Resident Signature/Date

URINALYSIS PROCEDURES

Testing Summary:

The Residential Reentry Management Branch is aligning the drug and Alcohol Testing Surveillance Program with the BOP institutions Drug and Alcohol Testing Surveillance Program. This attachment provides detailed instruction for the Residential Re-entry Centers.

- All urine testing will be conducted on an unscheduled basis in accordance with urinalysis procedures.
- The drug and alcohol testing surveillance program can utilize laboratory-based testing for screening and confirmations **OR** on-site test cups for screening at the point of collection and laboratory-based confirmation testing for any screen positive at the point of collection.

On-Site Test Cup

The manufacturer of the on-site test cups must be an FDA Licensed Medical Device Manufacturer. The contractor will maintain certification documents and evidence that the manufacturer meets all specifications in **Attachment G2 - On-site Test Cup Maximum Screening Cut-Off Level**.

1. Basic Screen Procedures

On-site Test Cup Screening Tests - The cup must be constructed of clear plastic with a screw top lid which will not leak during air/ground shipping. The test cup must be integrated to allow for collection and testing of urine for multiple drugs simultaneously, without a separate testing device. Once the specimen is collected and the lid installed on the cup, no other manipulation of the urine is required such as pouring, tipping, tilting, turning, inserting, and turning a key, or inserting a test card, pipette, dropper, or dipper.

The on-site test cup must have the capability of detecting a minimum of fourteen (14) different drugs at the same time. The BOP requires, at a minimum, a 14-panel cup with the designated drugs outline in **ATTACHMENT G2: On-site Test Cup Screening Cutoff Levels and Laboratory-Based Confirmation Testing Levels**. The BOP reserves the right to change and specify the type of drugs/test strips and cut-off levels which will be integrated into the on-site test cup based on the facility's resident drug abuse history and regional trends. If a change is necessary, the BOP will provide 90 days advance notice of the change and an additional 30 days to implement the change.

The on-site test cup must have a minimum fill line (at least 30mL) clearly displayed on the outside of the cup to ensure sufficient specimens are collected.

The cup must have a temperature label on the cup, which provides color-coded indication for temperatures ranging from 90°F/32°C to 100°F/38°C in 1- or 2-degree increments.

A label or other pull strip in order to conceal the results from residents at the time of testing and shall not leave a residue or otherwise make the test panel unreadable shall cover the test panel results. The test results must appear within five minutes, then remain stable, and be accurately read up to 30 minutes after the specimen is provided in the cup.

Each sterile on-site test cup will be provided in a sealed bag with a lot number, an expiration date, the drugs/cut-off levels the on-site test cup tests for, desiccant, which maintains relative humidity inside the sealed bag within the manufacturer's recommended specifications, and instructions for use of the on-site test cups on outside of the bag. The product must have a minimum shelf life of 12 months from the date of manufacture.

The contracted Laboratory supplied Chain of Custody forms shall consist of two (2) self-carbonized parts (an original and one copy). Contract staff will use the forms to record the positive specimen identification information, retain the copy, and send the original to the confirmation lab, along with the urine specimen.

2. Confirmation of Positive Tests

On-site Test Cups - For all test cups that read positive and require lab confirmation, the laboratory will provide an identification label (with unique specimen identification number) to seal the lid of the cup, a 2-ply donor resident chain of custody form with preprinted and matching specimen identification number, and a sealable 2-pouch clear shipping bag.

3. Test Panels, Sensitivity and Accuracy

To prevent reagent leaching, each drug test (one drug per strip) must be in its own individual test strip chamber/channel must have a control line indicator to determine if the test has functioned properly.

The manufacturer must ensure the contractor is provided with an up-to-date list of cross-reacting drugs, which will be detected by the on-site test cup. Manufacturer must also provide a list of drugs, which will not be detected and will not produce a positive result for the category of drugs specified in Attachment G2.

The on-site test cups must have an accuracy rate of at least 97% as compared to screening tests by DHHS certified Enzyme Multiplied Immunoassay Technique (EMIT) or other DHHS certified comparable testing technology (CERT). Results and documentation must be provided to verify independent tests have been conducted to obtain those accuracy rates. The accuracy rate must not change due to collection site elevation/altitude or humidity levels.

4. Support

The manufacturer must be able to provide free training twice per year for contract staff administering the test, at the request of any RRC contractor for which the cups are provided. This may be accomplished through on-site visits or through video teleconferencing. The manufacturer may provide a training video available to the RRC contractor.

The manufacturer must be able to provide technical assistance as needed by the RRC contractor.

For security purposes, and to maintain the integrity of the testing program, the product being offered must not be sold over the counter or over the internet.

The manufacturer will provide subject matter expert testimony upon request from the RRC contractor to address issues such as testing methodologies, testing results, testing cut-off levels, accuracy of on-site test cups, and other issues.

5. Quality Control/Manufacturing Practices

The RRC must ensure that the manufacturer of the on-site test cups provides a quality and properly functioning product. The manufacturer shall abide by all applicable federal laws and regulations.

6. Other Requirements

The laboratory must perform the confirmation test within 48 hours of receipt. Urine specimens testing positive must be retained by the laboratory for minimum of 30 days for possible retesting, if requested.

Urinalysis Laboratory-Based Services

1. URINALYSIS TESTING SPECIFICATIONS

The laboratory must comply with all specifications contained herein and all applicable local, state, and federal law, as indicated in 42 CFR Part 493, Laboratory Requirements, to engage in urine drug testing for federal residents. The RRC contractor will maintain certification documents and evidence the laboratory meets all specifications in Attachment G1 & G2. The urinalysis laboratory will detect and identify the drugs and/or metabolites by basic screen and confirmation at the minimal levels or lower as shown in Attachment G1 & G2.

Urine samples submitted for testing will contain the laboratory's required minimum amount of urine, ordinarily 30 milliliters.

A positive written report from the laboratory for any of the drugs listed in Attachment G1 & G2 indicates that the particular drug has been identified by an initial screening test as positive and then confirmed by a laboratory confirmation methodology procedure.

Retesting at the Resident's request is not permitted.

If necessary, due to litigation, the laboratory must provide a qualified expert witness to testify as to laboratory procedures employed as well as to accuracy and reliability of test results. Additionally, the laboratory must be able to prove chain of custody. RRM's will review these findings during monitoring visits.

2. Specifications of Methodology

Sensitivity - The laboratory will have the capability to detect and identify certain drugs and metabolites by basic screen at minimal levels, or lower, as indicated in the screening test levels.

3. Basic Screening Procedures

- a) Laboratory-Based Screening Tests - All laboratory-based primary initial screen tests will be by Department Health and Human Services (DHHS) certified Enzyme Multiplied Immunoassay Technique (EMIT) or other DHHS certified comparable testing technology (CERT) as indicated in Attachment G1. All testing will be performed according to manufactures specifications for all requests and instruments, as in FDA approved package inserts or appropriate manufacturer accreditation body which has reviewed and accepted the laboratories modified protocol.

- b) Confirmation of Positive Tests - The approved methods of confirmation of specimens testing positive are listed in Attachment G1 & G2. Confirmation tests must be completed on all initial screen-positives. The confirmation testing shall be capable of providing quantitative information and confirmation levels as specified in Attachment G1 & G2 of this Statement of Work. Examples of scientifically recognizes DHHS methods of testing are Gas Chromatography/Mass Spectrometry (GC/MS), Gas Chromatography/Tandem Mass Spectrometry (GC/MS/MS), two-dimensional Gas Chromatography/Mass Spectrometry (GC/MS/MS) or LC/Tandem Mass Spectrometry (LC-MS/MS). No substitutions can be made to the methods.
- c) Confirmation Only Test Panels and Sensitivity - The Chain of Custody form, which will accompany each specimen sent by the RRC contractor, will indicate the drug(s) the RRC contract staff is requesting confirmation. The RRC Contractor may request confirmation for more than one drug from a single on-site test cup specimen. Confirmation will be accomplished for drugs at the lowest cut-off level scientifically possible by the laboratory's instrumentation and will not be higher than the specified levels listed in Attachment G2.
- d) Special Screening Tests and Follow-up Confirmation Tests - Occasionally, an RRC Contractor may request special screening tests, with some requiring follow-up confirmation tests for any one or even all of the drugs listed in Attachment G1, as well as steroids, at the minimum cut-off levels or lower.

The drug(s) to be screened for will be indicated on the Chain of Custody form checked under other and the drug to be tested written in the blank space. If an RRC Contractor requests special screening be conducted for other than those listed in Attachment G1, the RRC Contractor will contact the laboratory to request the special screening test. A scientifically recognized DHHS method of testing, or Enzyme Multiplied Immunoassay Technique (EMIT), or other DHHS certified comparable testing technology (CERT) will be used as the initial screening method.

The absence of identification of which drugs to be screened and/or confirmed on the Chain of Custody forms does not constitute a "no test".

4. Other Requirements

The laboratory must perform the test within 48 hours of receipt. Urine specimens testing positive must be retained by the laboratory for minimum of 30 days for possible retesting, if requested.

5. Special Tests

The laboratory must have the capability to conduct steroid testing and will provide the RRC Contractor with a list of those steroids which the laboratory is certified to test for and the cut-off levels upon request.

6. Laboratory-Based Testing/Screening Procedures

a) Adulteration: All laboratory-based screening specimens, including special testing requests, submitted by an RRC contractor shall be automatically screened for adulteration, substitution, and dilution using DHHS certified laboratory procedures for measuring specific gravity, creatine, and pH. The laboratory must report to the RRC Contractor, any specimen suspected of adulteration and the suspected means or procedure used to adulterate the specimen.

If the laboratory suspects a urine sample contains an adulterant; for example, urine sample smells like bleach or contains foreign objects or discoloration, the RRC Contractor does not expect the lab to perform confirmation testing. However, the laboratory shall submit a report to the RRC Contractor's Facility Director via email informing the RRC Contractor of the laboratory's findings.

b) Retest: The RRC Contractor may request the laboratory to retest a specimen previously tested and reported.

c) Quality Control: The BOP reserves the right to conduct random announced/unannounced visits to the laboratory, using an industry recognized contractor/person(s) considered to be an expert in the field of laboratory urine testing, to ensure proper NLCP or CAPDT testing procedures are being followed. The laboratory must be certified in accordance with NLCP or CAPDT rules and regulations and documentation of the certification will be provided.

7. Reporting of Results

At the completion of the laboratory tests, the laboratory shall send the originating RRC Contractor facility the results, both

negative and positive, within 24 hours via email in a PDF format.

The laboratory may also make test results available to the designated staff by way of a secured web site. Results will be maintained in a database by the laboratory for a minimum three years.

Each urine specimen will require an individual report, or secure web site entry, from the laboratory regarding the results, indicating whether drugs were present or not (positive or negative), based on the cut-off levels stated in Attachment G1 & G2 of this attachment, and the type of drug(s).

Each result report, or secure web site entry, will have at a minimum, the name of the RRC Contractor Facility, the unique specimen identification number which is on the Chain of Custody form and on the seal of the on-site test cup lid, type of specimen tested, the drugs which were tested and/or screened and tested for, the positive or negative results of those tests, positive results will be displayed with quantitative values, reason for no test if applicable, date and time of collection, receipt of specimen in the laboratory and laboratory result reporting.

8. Retention of Negative Urine Specimens

The RRC may request the lab to retain all urine specimens sent in for screening, confirmation testing, or both, which confirm negative to be retained for seven days after the 24-hour notification of the results. This will allow the RRC Contractor to request a retest of the sample.

9. Retention of Positive Urine Specimens

Specimen confirmed positive by a scientifically recognized DHHS method of testing shall be retained for a minimum 60 days by the laboratory in appropriate storage ensuring the specimen is preserved in a condition suitable for retesting.

The laboratory shall maintain all positive reports for a period of 3 years.

10. No Test Criteria

Examples of conditions, which warrant a "no test" condition from the laboratory, are:

a) Specimens without the minimum amount of urine required to complete a proper test due to leakage, which occurred during shipment or insufficient level of urine provided by the donor resident.

If leakage is noted, every attempt will be made to conduct the requested test with the remaining urine in the cup or using the urine, which may have leaked but still contained in the sealed two-part bio bag and/or by extracting the urine from the absorbent pad in the bio bag.

b) Specimen with a tampered seal (the tamper-resistant seal must be intact for testing to be performed).

c) Specimens with tamper-resistant seals not dated and initialed by the donor resident (tamper-resistant seals must be initialed and dated for testing to be performed).

d) Specimens that the RRC Contractor requests confirmation test only and the laboratory determines the specimen visibly appears adulterated, diluted, or substituted will be screened/tested accordingly as outline in Laboratory-Based Testing/Screening Procedures - Adulteration, but will not be screened for any other drugs or steroids.

If the adulteration test proves positive, this will be declared a "no test" because the confirmation testing could not be conducted.

e) Specimens which indicate a negative result at the testing site, but the RRC Contractor has sent in for further screening and confirmation request will be automatically screened for adulteration, dilution, and/or substitution.

If this test produces a positive result for adulteration, this will be declared a "no test" since the screening for the drugs and/or steroids, depending on the institution's request, could not be completed.

f) The laboratory shall report each "no test" and the specific reason back to the RRC Contractor in the same manner as reporting the positives and negative results as outlined in Reporting Results.

g) A Chain of Custody form not completely filled out does not constitute a "no test" criteria. Even if no information is filled out on the form, the laboratory will still have the pre-printed RRC Contractor Name and Address, the account number, and the unique specimen ID number to send the results back to the RRC Contractor Facility.

If the RRC Contractor failed to identify on the form, the confirmation tests required and/or special screening and confirmation test required, then the laboratory will conduct screening and confirmation for all the drugs and the cut-off levels as outlined in Attachment A, and report those results to the requesting RRC Contractor.

11. Standard Procedures for Collecting Urine Surveillance Samples - Laboratory-Based or On-site Test Cup

a. Staff of the same gender as the resident being tested will directly supervise the giving of the urine sample. To eliminate the possibility of a diluted or adulterated sample, staff will keep the resident under direct visual observation until a complete sample is furnished.

If the resident is unable to provide the sample, at the time of the request, staff will continue direct supervision for a two-hour period. To assist the resident in giving the sample, staff will offer the resident sufficient water (minimum of 12 oz.) during the two-hour time period to aid in urination.

If a resident is unwilling or unable to provide a urine sample within two hours of a request, staff will file an incident report. No waiting period or extra time will be allowed for a resident who directly and specifically refuses to provide a urine sample.

Staff will visually witness the collection of urine into the specimen container. As soon as the sample has been collected, staff will secure the specimen. No unauthorized persons or residents may be involved in the handling of supplies or the collecting, recording, mailing, or processing of test results under any circumstances.

If an on-site test cup is utilized for the screening test, it is allowable for the on-site test cup to be used as a collection cup, on-site screening test and transportation cup to the laboratory in the event of a screen positive on the on-site screening test device.

On-site screening test will not be used as the sole evidence in issuing an incident report for positive use. An incident report should not be issued until a final laboratory report of a confirmation test is reported.

b. Residents will be thoroughly searched to detect any device designed to provide a urine substitute or possible contaminant and will thoroughly wash their hands prior to providing a sample.

c. Urine samples will be kept under direct RRC Contractor staff observation and control at all times, both before and after the donor resident furnishes the urine sample until moved to a secured area where the urine samples will be stored until mailing. This area should be designated by the Facility Director and will be accessible to a very limited number of RRC Contractor staff. Under no circumstances will residents have access to this area.

d. All urine samples will be mailed to the testing laboratory no later than 24 hours after collection, (excluding holidays and weekends).

e. Each RRC Contracted facility will maintain a Drug Test Log documenting all urine testing and will be available for review by the RRM when requested. The log will indicate donor resident name, RRC Contractor staff (collector) name, date of collection, time of collection, type of test performed, test result and if resident refused to cooperate.

f. When the resident reports for testing RRC Contractor staff will:

- (1) Make a positive picture identification of the resident;
- (2) Donor Resident will thoroughly wash their hands;
- (3) Collect the sample from resident under direct observation;
- (4) Assign the sample a urine sample identification number from the chain of custody form provided by the laboratory;
- (5) Seal the urine sample with a bottle label that is affixed to the bottom of the chain of custody form in the presence of the resident donor; have the donor initial and date the bottle label seal ONLY after the label has been affixed to the urine sample;
- (6) For a laboratory-based or on-site test cup urine collection, complete the chain of custody form to include, collection site information, collection information (i.e., temperature, observed collection, type of sample collected [single or split], donor printed name, signature and date, collector printed name, signature, and date).
- (7) Once Chain of Custody is completed and the on-site test cup device is used, have the resident donor step away from the testing area while the contract staff reads the screening test results. This avoids resident donor/RRC Contractor staff confrontation. The RRC Contractor staff performing the on-site test cup should let the testing device out of their sight anytime during the testing process.

(8) If using the on-site test cup device, and the urine sample is negative, circle the Negative and place the Chain of Custody form in the resident donor's file as documentation of the drug test; dispose of the urine sample in the toilet and the on-site test cup in the trash can;

(9) If using the on-site test cup device, and the urine sample screens positive for drug(s), indicate on the Chain of Custody form, by checking or circling the drug(s) that the laboratory will perform confirmation testing on.

(10) For laboratory-based or on-site test cup urine samples, place the sealed urine sample in the front pouch of the bio bag and the completed chain of custody form in the back pouch of the bio bag; seal the bio bag and place the sample in a secured area until the urine sample is shipped to the laboratory.

(11) Record the donor resident name, RRC Contractor staff (collector) name, date, time, type of test performed, test result and if resident refused to cooperate on the Drug Testing Log.

(12) Positive Tests - For an incident report charging use of a particular drug to be justified, the minimum waiting period between successive positive samples, as outlined below in Detection Periods for Selected Drugs, must be observed. In addition, waiting periods also apply to residents who initially arrive at the facility.

When a positive result is received, and an incident report written, a photocopy of both the copy of the Chain of Custody form and the positive laboratory report will be attached to the incident report and made a part of the disciplinary record.

When a positive finding cannot be explained, RRC staff will thoroughly investigate the positive urine test result to validate the positive urine test result to validate the positive finding. The RRC Contractor will report all unauthorized positive test results to the RRM on the day received.

Detection Periods for Selected Drugs

The time periods below are estimates of the maximum lengths of time, after last use, that a person's urine would be positive for a particular drug. These periods also represent the minimum waiting periods between samples on which successive disciplinary actions for the same drug ordinarily may be based.

For example, ordinarily at least 30 days must lapse between urine collection dates before disciplinary action may be taken for a second THC positive. The resident could; however, be retested within this 30-day period and disciplinary action could be based on positive results for drugs other than THC.

Time	Drugs
3 Days	Amphetamines, Methamphetamine, Cocaine, Cocaine Metabolite, Buprenorphine, Fentanyl, K2/Spice (Synthetic Marijuana), MDPV (Bath Salts)
5 Days	Methadone and Methadone Metabolite
6 Days	Morphine, Codeine, Opiates, Meperidine (Demerol), Pentazocine (Talwin), Propoxyphene (Darvon), Benzodiazepines Ecstasy (MDMA), Oxycodone
11 Days	Barbiturates and Phencyclidine (PCP)
14 Days	Phenobarbital
30 Days	THC

ATTACHMENT G1: Laboratory Screening and Confirmation Testing

Drug/Substance	Screening Method	Maximum Cut-Off Level	Confirmation Method	Maximum Cut-Off Level
Amphetamines	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Barbiturates (Amorbarbital, Butabarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital)	EMIT/CERT	200 ng/mL	GC/MS or LC-MS/MS	50 ng/mL
Benzodiazepines (Alprazolam)	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Cocaine (Benzoyllecgonine)	EMIT/CERT	150 ng/mL	GC/MS or LC-MS/MS	12 ng/mL
THC	EMIT/CERT	15 ng/mL	GC/MS or LC-MS/MS	4 ng/mL
Methamphetamines	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Morphine	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Oxycodone (Oxymorphone)	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Opiates (Codeine, Hydrocodone, Hydromorphone)	EMIT/CERT	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Phencyclidine (PCP)	EMIT/CERT	100 ng/mL	GC/MS or LC-MS/MS	10 ng/mL
MDPV (Bath Salts)	EMIT/CERT	15 ng/mL	GC/MS or LC-MS/MS	9 ng/mL
Fentanyl (Nor-Fentanyl)	EMIT/CERT	2 ng/mL	GC/MS or LC-MS/MS	1 ng/mL
Synthetic Cannabinoids (K2/SPICE)	EMIT/CERT	15 ng/mL	GC/MS or LC-MS/MS	LOD
Buprenorphine (Nor-Buprenorphine)	EMIT/CERT	5 ng/mL	GC/MS or LC-MS/MS	4 ng/mL

ATTACHMENT G2: On-site Test Cup Screening Cutoff Levels and Laboratory-Based Confirmation Testing Levels

Drug/Substance	On-site Test Cup Maximum Screening Cut-Off Level	Laboratory-Based Confirmation Method	Laboratory-Based Maximum Cut-Off Level
Amphetamines	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Barbiturates (Amorbarbital, Butabarbital, Butalbital, Pentobarbital, Phenobarbital, Secobarbital)	300 ng/mL	GC/MS or LC-MS/MS	50 ng/mL
Benzodiazepines (Alprazolam)	200 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Cocaine (Benzoyllecgonine)	150 ng/mL	GC/MS or LC-MS/MS	12 ng/mL
THC	50 ng/mL	GC/MS or LC-MS/MS	4 ng/mL
Methamphetamines	300 ng/mL	GC/MS or LC-MS/MS	75 ng/mL
Morphine	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Oxycodone (Oxymorphone)	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Opiates (Codeine, Hydrocodone, Hydromorphone)	300 ng/mL	GC/MS or LC-MS/MS	25 ng/mL
Phencyclidine (PCP)	25 ng/mL	GC/MS or LC-MS/MS	10 ng/mL
MDPV (Bath Salts)	300 ng/mL	GC/MS or LC-MS/MS	9 ng/mL
Fentanyl (Nor-Fentanyl)	100 ng/mL	GC/MS or LC-MS/MS	1 ng/mL
Synthetic Cannabinoids (K2/SPICE)	50 ng/mL	GC/MS or LC-MS/MS	LOD
Buprenorphine (Nor-Buprenorphine)	10 ng/mL	GC/MS or LC-MS/MS	4 ng/mL

REQUIRED FIRST AID KIT CONTENTS

First Aid Kits located within the RRC must contain at a minimum:

- 1 Elastic bandage wrap, 2" x 5 yds.
- 25 Visible blue bandages, metal detectable, 1" x 3"
- 20 Knuckle visible blue bandages, metal detectable
- 20 Fingertip visible blue bandages, metal detectable
- 1 Triangular sling bandage, 40" x 40" x 56"
- 10 Gauze dressing pads, 2" x 2"
- 10 Gauze dressing pads, 3" x 3"
- 1 Conforming gauze roll, 2"
- 1 Conforming gauze roll, 3"
- 1 Trauma pad, 5" x 9"
- 1 Cloth first aid tape roll, 1" x 5 yds.
- 10 Alcohol cleansing pads
- 2 BZK antiseptic towelettes
- 6 Burn relief gel packs, 3.5 g each
- 10 First aid/burn cream packs, 0.9 g each
- 10 Antibiotic ointment packs, 0.9 g each
- 1 First aid tape roll, 1/2" x 10 yds.
- Scissors, 1 pair
- 2 Eye wash solutions, 0.5 oz. each
- 10 Moleskin blister prevention bandages, 2" x 2"
- 1 American Red Cross Emergency First Aid Guide
- Latex-free vinyl gloves, 2 pairs
- Stainless steel tweezers, 1 pair
- 1 CPR face shield and vinyl gloves set

 <p>Federal Bureau of Prisons RESIDENTIAL REENTRY</p>	<p>Date: _____</p> <p>Facility/Facility Code: _____</p>		
<h2 style="margin: 0;">REQUEST FOR APPROVAL FOR MEDICAL TREATMENT AND REIMBURSEMENT</h2>			
<p>To: _____ From: _____ Residential Reentry Manager Facility Staff / Title</p>			
Inmate Name	<input type="checkbox"/> M <input type="checkbox"/> F	DOB:	<input type="text"/>
Register Number	Release Date		
DATE(S) OF SERVICE:			
Reason/type of treatment/medication requested (listed medications requested must include quantity, dosage, and treatment purpose):			
Expected Type and Duration:	<input type="checkbox"/> Routine (follow-up not likely) <input type="checkbox"/> Routine (expect 1-2 additional appointments) <input type="checkbox"/> Emergency (follow-up likely) <input type="checkbox"/> Recurring (on-going monthly charges likely)		
Provider Information:	Name	<input type="text"/>	
	Address	City:	State:
	Phone Number	<input type="text"/>	
Payment Options:	Estimated Cost: _____ Inmate Medicare Eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No Inmate on Disability? <input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Available? <input type="checkbox"/> Yes <input type="checkbox"/> No Local no-cost/low-cost/Medicare rates available? <input type="checkbox"/> Yes <input type="checkbox"/> No		
List any medical problems diagnosed or treatment currently on-going:			

****This form must be completed in advance and approved prior to treatment for all medical/dental treatment and medications, other than inmate emergencies and physicals. All emergencies must be reported to the RRM via telephone after medical treatment is sought or received and this form completed. Additionally, this form must be attached to invoices requesting reimbursement for services in accordance with medical billing requirements, including required documentation. Medication reimbursement requires documentation of prescription recipient, medication provided, and delivery/service date.**

Reviewed By: _____ Date: _____
Residential Reentry Manager

For mental health inmates requiring medication - Reviewed By: _____ Date: _____
Community Treatment Services Coordinator

Approved: ☐ Yes ☐ No _____ Date: _____
Regional Health Services Administrator

Attachment J

*** INITIAL FORM TO BE COMPLETED AT PROGRAM MEETING IMMEDIATELY PRECEDING
RESIDENT'S HOME CONFINEMENT ELIGIBILITY DATE (HCED)**

Resident Name:		Register Number:	
RRC Name:		Arrival at RRC:	
HCED Date:		Release Date:	
Date HC Plan Submitted to RRM:		Targeted HC Placement Date:	
CURRENT OBSTACLES TO HOME CONFINEMENT			
Release Related	No Release Residence Distance from RRC	Release Residence Change/Denial No Transportation	
Family Related	Family Refusal/Concerns Other (Explain)		
Services	No Transitional Services near release address		
Lack of Funds	No funds for independent living [phone, rent, transportation (attach financial plan)]		
Inmate Refusal	Attach disciplinary report for Failure to Program		
Placement Request Denied by RRM/SMT	Explain:		
Disciplinary Informal/Formal	Explain:		
Other	Explain:		
Bi-Weekly Review/Progress			
If resident continues to not be appropriate for home confinement, a new form should be initiated every two weeks.			

What actions are being taken to assist the inmate to overcome each of the above listed barriers to placement?

What strategies is the RRM suggesting?

**Facility Director
Review/Signature**

Date:

**RRM
Review/Signature**

Date:

Distribution: Inmate File, Residential Reentry Management Office

BP-A0460

CONDITIONS OF HOME DETENTION

CDFRM JU/6

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

Resident

Register Number

I understand that my placement on Home Detention status is a privilege which may be revoked by the Community Corrections Manager (CCM). I understand that any violation of Home Detention Conditions, or conduct or activity which reflects a disregard for the rights of others, shall be sufficient cause to revoke my Home Detention and/or terminate my Residential Re-Entry Center (RRC) program participation

I understand and agree to abide by the following conditions during my period of Home Detention:

1. I will reside at my approved residence at _____.
2. I will conduct myself in a lawful manner.
3. I will accept phone calls from RRC/Probation Staff, verifying my presence at my home and at my job site. I agree to maintain a telephone at my place of residence without "call forwarding," or "three-way calling" for this period and will, when requested, provide copies of my telephone bill to the Center/Probation staff. I also agree that if my confinement is to be electronically monitored, I will wear any electronic monitoring device required, follow procedures specified, and comply with any telephone and computer access restrictions as they apply to the monitoring device requirements.
4. I will accept the visits of RRC/Probation personnel to my job site and home.
5. I will return to the RRC/Probation at least weekly for routine progress reviews and program participation, and more often if instructed to do so.
6. I understand I must continue mental health/psychiatric treatment, substance abuse treatment, sex offender treatment while on Home Detention.
7. I will not own or possess any deadly weapon or knowingly be in the company of a person possessing the same.
8. I will remain steadily employed at and will not change employment without prior approval of RRC/Probation staff
9. I will not knowingly associate with persons having a criminal record, nor frequent places where illegal activities are conducted.
10. I will not drink alcoholic beverages of any kind; nor will I enter any establishments such as bars or liquor stores, where the sale and/or consumption of alcoholic beverages on the premises is the primary business of the establishment.
11. Except as medically authorized, I will not use or possess narcotics, or other controlled substances, nor be in the presence of persons possessing the same.
12. I agree that during the Home Detention period, I will remain at my place of residence, except for employment, unless I am given specific permission to do otherwise.
13. I will not own or drive a motor vehicle without proper authorization.
14. I will abide by special instructions given to me by the RRC/Probation, e.g., electronic monitoring program participation.
15. I will submit to urinalysis or alcohol testing as requested by the RRC/Probation. I understand that ingestion of poppy seed food products may result in positive test results for unauthorized drug use and is therefore prohibited.
16. I understand that I am personally responsible for all costs of my housing, meals, and general subsistence, while I am on Home Detention.

I fully understand that willful failure to report as required, unauthorized change of residence, employment, or failure to otherwise inform Center staff of my whereabouts, could constitute an escape from federal custody.

Resident's Signature

Date

Approved (RRC (Director))

Approved (CCM)

Home Confinement Review Fact Sheet

Inmate Name: _____ Register Number: _____

RRC: _____ Age: ____ Sentence Length: _____

Arrival Date at RRC: ____ 10% Date: ____ Recommended Placement Date: ____ PRD: ____

PSF Assignment and Circumstances: _____

Programs Completed/Failed: _____

Number of Prior Adult Incarcerations: ____ Juvenile Criminal History: ____

History of Violence: ____ Mental Health History: ____ Identified Medical Issues: ____

Drug/Alcohol History: ____ Involved in CTS/TDAT Treatment: ____

Number of Passes Completed: _____

Name & Relationship of person for home confinement residence:

Date Employment began: _____ Hours worked per week: _____

USPO Approved: _____ Date: _____
Name

RRC Site Visit: _____ Date: _____
Name

RRM comments/Justification for approval (specify accountability strategies – note RRC discipline):

RRM Approval: _____ Date: _____

SA Approval: _____ Date: _____

RESIDENT SURVEY

**This is a voluntary, confidential survey.
Your answers will be used to improve your Residential Reentry Center.
Your answers will not be shared with staff.**

TO ANSWER, CIRCLE A NUMBER FOR EACH QUESTION.

How much help have you gotten to find and keep a job?

1	2	3	4	5
None		Some		Lots

How much help have you gotten to find a place to live?

1	2	3	4	5
None		Some		Lots

How much time are you allowed to spend with family or other important people in your life?

1	2	3	4	5
A lot of time		Some time	Not enough time	

Are the staff doing a good job?

1	2	3	4	5
No		Sometimes		Yes

PEFORMANCE SUMMARY TABLE

The Inspection of Services Clause, incorporated in Section E of the contract, authorizes the Federal Bureau of Prisons to withhold full or partial payment when the Contractor either does not perform or performs inadequately. The following Performance Summary Table gives notice to the Contractor of the amounts that may be withheld for failure to adhere to the contract's various requirements, for the applicable Line Item/Subline Item. **This Performance Summary Table does not create or impose obligations that are binding on the BOP; nor does it limit the BOP's discretion to withhold more than the specified amount under appropriate circumstances. Moreover, this Performance Summary Table does not change the Statement of Work or expand or modify the Contractor's obligations under the contract.**

PERFORMANCE SUMMARY TABLE		
Contract Requirement	Vital Functions Encompassed in Contract Requirement	Value
Safety/Security/Order: Chapter 3 - Facility Chapter 4 - Life Safety Chapter 5 - Sanitation/Environment Chapter 6 - Electrical Safety Chapter 7 - Hazardous Materials Chapter 8 - Pest Control and Waste Management Chapter 10 - Programs (security and home detention portions) Chapter 19- Escape Procedures Chapter 20 - Serious Illness, Injury or Death	Vital Function #1 - Provide a safe and adequate living environment for residents. This function requires compliance with all local, state, and federal laws and regulations governing sanitation, water, living space, and sleeping. Vital Function #2 - Develop emergency response and evacuation procedures and train staff to comply with them. Maintain compliance with local fire authority and national codes. Vital Function #3 - Provide adequate staffing and implement policies to monitor residents and their locations and control the introduction of contraband. Vital Function #4 - Establish rules and regulations that communicate goals and expected conduct to residents. Vital Function #5 - Provide accountability of all offenders while in RRC and Home Detention programs.	0 to 30% of invoice
Resident Care/Services: Chapter 10 - Programs (individual	Vital Function #1 - Provide nutritious and aesthetic meals in a sanitary manner, which	0 to 10% of invoice

PERFORMANCE SUMMARY TABLE		
<p>orientation, program planning and progress, TDAT, special supervision portions and home detention)</p> <p>Chapter 15 - Food Services Chapter 16 - Medical Services</p>	<p>conform to established nutritional guidelines and which meet the residents' medical and religious needs.</p> <p>Vital Function #2 - Facilitate personal hygiene by maintaining adequate facilities and supplies.</p> <p>Vital Function #3 - Ensure that residents have access to qualified health care providers for emergency and routine treatment, screening, and mental health services. Establish a suicide prevention program.</p>	
<p>Programs and Activities:</p> <p>Chapter 10 - Programs (to include home detention) Chapter 12 - Security and Accountability</p>	<p>Vital Function #1 - Create plans and provide assistance that targets individual needs based upon individualized assessments and that facilitates successful community transitions.</p> <p>Vital Function #2 - Identify, treat, and control substance abuse.</p> <p>Vital Function #3 - Provide and encourage access to community resources, family, and employment opportunities.</p> <p>Vital Function #4 - Maintain adequate physical space for counseling and activities.</p> <p>Vital Function #5 - Home Detention: Ensure home and employment site visits are conducted in accordance with home detention requirements.</p> <p>Vital Function #6 - Ensure all eligible and appropriate offenders are placed into home detention programs as soon as possible based upon program goals.</p>	<p>0 to 25% of invoice</p>
<p>Justice/Case Management:</p> <p>Chapter 9 - Referral and Intake</p>	<p>Vital Function #1 - Ensure that residents are treated fairly and that their rights are not</p>	<p>0 to 25% of invoice</p>

PERFORMANCE SUMMARY TABLE		
Processing Chapter 10 - Programs (offender financial responsibility portion and home detention) Chapter 13 - Discipline Chapter 14 -Administrative Remedy Chapter 18 - Release Procedures Chapter 21 - USPO Cases	violated. Vital Function #2 - Ensure that admission and release procedures comport with federal requirements. Vital Function #3 - Provide for a disciplinary process with appropriate safeguards. Vital Function #4 - Encourage offender responsibility, such as restitution, fines, and other financial obligations.	
Administration/Management: Chapter 1 - Administration/Organization Chapter 2 - Personnel Chapter 17 - Records/Reports Chapter 22 - Research/Evaluation	Vital Function #1 - Verify that staff possesses proper qualifications, credentials, and licenses and the integrity to perform services. Vital Function #2 - Formulate, maintain, and review policy, program, and procedural manuals, including but not limited to a comprehensive personnel manual. Vital Function #3 - Conduct staff development and training, including but not limited to sexual harassment, sexual assault, and intervention training. Vital Function #4 - Maintain an organized record system and files. Collect, secure, review, and provide requisite information to appropriate authorized parties. Vital Function #5 - Discharge fiscal responsibilities in accordance with generally accepted accounting procedures. Develop budgets and conduct audits. Enforce offender fee and payment procedures. Vital Function #6 - Encourage interaction, communication, and cooperation with community and volunteers.	0 to 5% of invoice

PERFORMANCE SUMMARY TABLE		
Quality Control: Chapter 23 - BOP Inspections Chapter 24 - Deductions and Reimbursements	Vital Function #1 - Implement quality control plan with measurable goals and objectives, which identifies inadequacies in the quality of services provided under the contract. Outline steps to implement corrective action before services become deficient.	0 to 5% of invoice

Contract Requirement:

The Contract Requirement column lists the contract's six basic requirements and identifies the chapters/sections of the Statement of Work that fall under each. The column is not exhaustive and the BOP retains the right to withhold funds for nonperformance of obligations that are not explicitly listed in the column or that are implicit in the contract.

Vital Functions:

The Vital Functions column lists the essential tasks that make up each contract requirement. Failure to perform any aspect of these Vital Functions may justify withholding in accordance with the amounts listed in the Value column.

The Vital Functions column is not exhaustive and withholding may be warranted for failure to perform services that are not expressly enumerated.

The BOP retains the discretion to decide which Vital Function or Contract Requirement that a particular task or service falls under for withholding purposes.

Value:

The Value column lists the percentage of the contractor's monthly invoice that the BOP may withhold for nonperformance of the corresponding contract requirement. For example, if a contractor fails to perform its monthly drug testing duty, which comes under the Programs and Activities Contract Requirement, the BOP may withhold up to 25% of the Contractor's payment for that month.

The value assigned to each contract requirement reflects the relative importance of that requirement. For example, Safety, Security, and Order are considered the most important obligations and, as a result, have the largest value.

While the Value column sets a general range for withholding funds, it does not prohibit the BOP from exceeding the range and withholding more than the maximum amount. For example, if the Contractor commits an egregious Safety, Security, and Order violation, then the BOP may have to withhold more than 30% of the Contractor's invoice to account for the reduced value of the services that the Contractor rendered.

In addition, the BOP may aggregate withholdings. That is, if a Contractor

consistently fails to comply with the contract, or neglects to remedy deficient performance over a period of months, then the BOP may aggregate the amounts owed for each month and withhold that amount from a single invoice. The aggregate withholding may exceed the range set in the Value column. For example, the BOP may attempt corrective action for several months and refrain from withholding funds during that period. If that corrective action fails, then the BOP may aggregate the amounts that should have been withheld during that time and deduct it from a single invoice. The BOP does not waive its right to withhold simply because it has opted to pursue other forms of corrective action first.

Section J

DOCUMENTATION OF POTENTIAL ENVIRONMENTAL IMPACTS AND CERTIFICATION OF COMPLIANCE

Activities which are implemented, in whole or in part, with Federal funds must comply with applicable statutes and regulations established to protect the human and physical environment. Such statutes often include, but are not limited to, the National Environmental Policy Act (NEPA), the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Endangered Species Act, the National Historical Preservation Act, the Archeological Resource Protection Act, Native American Graves Protection and Repatriation Act, and other applicable environmental and cultural laws, regulations and requirements.

A completed Environmental Checklist must be submitted with all proposals. This document will be evaluated to determine whether any additional environmental analysis is necessary in accordance with NEPA. As an example, an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) may be required if your proposal involves new construction, substantial modification to an existing structure, construction near a National Historic Site, in a flood plain, on or near critical habitat for endangered species, etc. Other proposals may also require an EA or additional documentation following review of your submitted checklist by the Federal Bureau of Prisons.

Please fill out the attached Environmental Checklist and provide certification, by signing below, that applicable environmental laws and regulations have and will continue to be complied with, and that the information provided in the Environmental Checklist, and, if applicable, other documentation that is provided, is complete and accurate. Failure to accurately complete the environmental checklist may result in your proposal being removed from the competitive range.

Name of Certifying Official
(Authorized Negotiator)

Date

Section J

**ENVIRONMENTAL CHECKLIST - FEDERAL BUREAU OF PRISONS
COMMUNITY CORRECTIONS PROGRAM**

PURPOSE: This checklist has been prepared and is supplied to potential bidders to assist in the evaluation of proposed actions. Use of the checklist by potential participants in the development of proposals is required as a means of complying with NEPA, comparing alternatives, identifying potential environmental issues early in the process and taking steps to avoid the potential for impacts. Submissions of the completed checklist is mandatory.

OFFEROR: _____

SUMMARY DESCRIPTION OF THE PROPOSED PROJECT, (i.e., Facility, number of beds, etc.): _____

SITE LOCATION:

Site Address: _____

City, County, State, Zip Code: _____

Block/Lot Number: _____

Land Area (Acres): _____

DETAILED DESCRIPTION OF THE PROJECT AND SCOPE OF WORK: (Including, but not limited to, a description of the physical surroundings [residential, rural, business district]; whether it is an existing or new structure, size of the existing or proposed facility (square footage, # of floors, whether it has a parking lot); if it is a new facility, a detailed description of the layout of the facility; if construction is required to modify, rehabilitate or adapt it, a drawing or photograph of the facility/proposed facility, floor diagrams, etc. If additional space is needed, please attach any additional pages, diagrams, photographs, etc. that will fully answer this question)

Section J

**ENVIRONMENTAL CHECKLIST - FEDERAL BUREAU OF PRISONS
COMMUNITY CORRECTIONS PROGRAM**

PART A.

**1. EXTENT OF NEW CONSTRUCTION, RENOVATION AND/OR SITE
DEVELOPMENT**

1.1 Does your proposal include any:

	Yes	No
New Construction?	<input type="checkbox"/>	<input type="checkbox"/>
Renovations/Rehabilitation of an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
Additions to an existing facility?	<input type="checkbox"/>	<input type="checkbox"/>
Site development?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered yes to any of the above questions, please describe in detail below or attach additional pages, diagrams, drawings etc. necessary to explain what your proposal involves so that someone who is unfamiliar with your proposal and this site will be able to understand it. If permits or variances are required, please identify what those are (or will be):

**1.2 Do you anticipate that your proposal has a potential for impacting the
environment either on or near your proposed site?**

	Yes	No
Water Quality	<input type="checkbox"/>	<input type="checkbox"/>
Are there any creeks, streams, ponds, lakes, rivers, etc., on or adjacent to your property?	<input type="checkbox"/>	<input type="checkbox"/>
Is Potable Water available to the site	<input type="checkbox"/>	<input type="checkbox"/>
Air Quality?	<input type="checkbox"/>	<input type="checkbox"/>
Will it require the removal or treatment of		

Section J

**ENVIRONMENTAL CHECKLIST - FEDERAL BUREAU OF PRISONS
COMMUNITY CORRECTIONS PROGRAM**

Asbestos/Lead?	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Materials?	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous Waste?	<input type="checkbox"/>	<input type="checkbox"/>
Will there be sewage hookup for wastewater?	<input type="checkbox"/>	<input type="checkbox"/>
Will it use or impact a Septic Tank/Field?	<input type="checkbox"/>	<input type="checkbox"/>
Solid Waste?	<input type="checkbox"/>	<input type="checkbox"/>
Historical or Cultural Resources within a ½ mile radius?	<input type="checkbox"/>	<input type="checkbox"/>
Will it have above Ground or Underground Storage Tanks?	<input type="checkbox"/>	<input type="checkbox"/>
Wetlands?	<input type="checkbox"/>	<input type="checkbox"/>
Will it be in a flood plain?	<input type="checkbox"/>	<input type="checkbox"/>
Endangered Species or their Critical Habitat?	<input type="checkbox"/>	<input type="checkbox"/>
Is any part of your proposed facility more than 50 years old or adjacent to buildings or structures which are 50 years or older?	<input type="checkbox"/>	<input type="checkbox"/>

1.3. Describe the zoning for the proposed site and whether it or other applicable laws, ordinances, regulations, etc. currently permit use of this site as a halfway house. Please identify the applicable law, ordinance, regulation, etc. which describes the authorized uses at the proposed site and attach a copy of the relevant section. _____

Yes, it is a permitted use: ☐ No, it is not currently a permitted use: ☐

1.4. Please identify below or, if necessary, attach additional pages, maps, diagrams, etc. which show all public uses of land within a ½ mile radius of your proposed site. Such uses shall include, but will not be limited to: public or private schools; pre-school or after-school, or day care facilities; churches; hospitals; parks; libraries; museums; historical sites or markers, historical districts, archaeological or cultural sites; etc.

**IF YOU ANSWERED “YES” TO ANY PORTION OF QUESTIONS 1.2 YOUR
PROPOSAL WILL REQUIRE COMPLETION OF PART B**

Section J

1. POTENTIAL IMPACTS ON STRUCTURES/CULTURAL RESOURCES/ NATURAL RESOURCES (Attach additional pages, maps, photographs, diagrams, etc. as necessary to adequately describe the situation.) For each question which you answered yes to in question 1.2 please describe in detail what impact your proposed project may have.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FEDERAL BUREAU OF PRISONS
SAMPLE COMMUNITY NOTIFICATION LETTER
TYPE OF CONTRACT: RRC

[Date]

[Address]

Dear:

The purpose of this letter is to inform you that **[name of offeror]** has submitted an offer for RRC services, or "halfway house," services for federal offenders releasing to the **[geographic area specified in the RFP]** area. This action is being taken in response to a request for proposals (RFP) issued by the Federal Bureau of Prisons (BOP). The BOP encourages full and open competition in the procurement of these services; consequently, other offerors may also be responding to this RFP.

As part of the RRC contracting process, the BOP requires that all offerors notify and seek input from the local law enforcement authority and two levels of locally elected government officials. This letter will serve as documentation of partial satisfaction of this requirement.

[Give the exact address and complete description of the proposed place of performance. What is its current use? Is it zoned appropriately for use as a RRC? Does it have all necessary permits and licenses? If not, when will they be obtained? Will renovations be necessary? If so, when will they be completed?]

The total term of the proposed contract is _____ years. The estimated requirement specifies _____ beds for males and _____ beds for females at the beginning of the contract term, increasing incrementally to _____ beds for males and _____ beds for females at the end of the contract term. These numbers reflect the BOP's best estimates of bed space need at this time. However, the proposed site will be able to accommodate up to _____ offenders, and the BOP may exceed its original estimates if there is an unanticipated need for additional bed space in this area. Performance is to begin on **[date]**, with contract award approximately 120 days prior to that date.

The BOP has a long history of transferring inmates who are within a few months of release to a contractor-operated RRC for transitional programming. These inmates have often been removed from the community for an extended period of time. Sound correctional practice suggests that RRC enhance public safety by offering offenders the opportunity to find employment, establish a residence, and re-enter the community through a structured, supportive environment.

The BOP takes its responsibility for contract oversight very seriously. Contract language establishes requirements for inmate accountability, programming, life safety, staffing, inmate discipline, urine and alcohol surveillance, and a variety of other areas. These requirements are closely monitored by BOP staff, who provide training and conduct both scheduled and unannounced on-site inspections.

Federal offenders at the RRC will come from two sources: inmates who are transferred from a prison to the RRC for pre-release programming, and offenders under the supervision of the U.S. Probation Office for whom residence at the RRC is a condition of supervision. Nationwide, the average RRC placement is three to four months in length, although longer placements are

sometimes made.

[Give a thorough description of your company or program. How long have you been in business? What other types of facilities do you operate, and where are they? If you have a brochure describing your programs or facilities, attach it to this letter.]

The BOP is currently evaluating all proposals that were submitted for this RFP. The BOP and **[the offeror]** invite you to express your support for or concerns about this proposed RRC facility. Comments may be directed to **[name of contracting officer, per the RFP]**, Contracting Officer, Federal Bureau of Prisons, 320 First Street, NW, Washington, DC 20534. The phone number is (202) 307-3070. Please forward a copy of any correspondence to **[the offeror's address and phone number]**.

Sincerely,

[offeror's name, title, and company]

SAMPLE CLIENT NOTIFICATION LETTER

(This letter or a similar letter should be issued to all prospective past performance references as outlined in your Business Proposal, Section L.)

Dear _____:

We are currently responding to the Department of Justice, Federal Bureau of Prisons (BOP) Request for Proposals (RFP) _____ for the procurement of Residential Reentry Center services in _____.

In accordance with the Federal Acquisition Streamlining Act (Public Law 103-355) Section 1091, the BOP places substantial emphasis on past performance as a source selection factor. The BOP is requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

You are advised that while the information you provide may be released to our organization, the Federal Acquisition Regulation at Subparts 15.306(e)(4) and 15.506(e)(4) prohibits the release of the names of the persons providing the reference information. We therefore request that honest and candid information about our performance be provided.

We have identified Mr./Ms. _____ and Mr./Ms. _____ of your organization as the points of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

SAMPLE BANK NOTIFICATION LETTER

(This letter or a similar letter should be issued to any bank references as outlined in your Business Proposal, Section L.) Dear _____:

We are currently responding to the Department of Justice, Federal Bureau of Prisons (BOP) Request for Proposals (RFP) _____ for the procurement of Residential Reentry Center services in _____.

The Federal Acquisition Regulation requires that prior to award of a Federal contract, the Contracting Officer determine if the apparent successful offeror has the financial capability of completing an awarded contract.

We have included information pertaining to your institution to the BOP as part of our proposal. In the event you are contacted for information on our financial standing you are hereby authorized to respond to those inquiries.

You are advised that the information requested is general in nature and will only be requested by authorized contracting staff from the BOP.

We have identified Mr./Ms. _____ of your institution as the point of contact based on their knowledge concerning our financial status. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

FEDERAL BUREAU OF PRISONS

SERVICE CONTRACT BUSINESS MANAGEMENT QUESTIONNAIRE

Purpose:

The policy of the Federal Bureau of Prisons in acquiring services is to encourage firms lawfully engaged in the practice of performing Government required services to submit a statement of qualifications and performance data.

This questionnaire should only be submitted by a related services organization when requested to do so by the specific provisions of a solicitation, requested by the Contracting Officer, or public announcement.

This questionnaire may be used as a basis for selecting firms for discussions, or screening organizations preliminary to inviting submission of additional information.

Definitions:

(a) **"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

(b) **"Parent Company"** is that firm, company, corporation, association, or conglomerate which is the major stockholder or highest tier owner of the firm completing the questionnaire; (i.e. Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" is Corporation C).

(c) **"Joint Venture"** is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

(d) **"Consultant"** as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

(e) **"Specialists and Individual Consultants"** as used in this questionnaire, refer to individuals who have **major** project responsibility, or will provide **unusual or unique capabilities for the services under consideration**.

1. **Discipline** as used in this questionnaire, refers to the primary capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary discipline.

2. **Prime** refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services produce a completed task. The prime would normally be regarded as having full responsibility and liability for quality of performance by itself, as well as by subcontractor professionals under its jurisdiction.

Instructions for Filing. ALL INFORMATION SUBMITTED IN RESPONSE TO THIS QUESTIONNAIRE SHALL BE CURRENT AND FACTUAL. (Provide information responding to Items 1 through 5 as an attachment):

1. Give name and location of the project for which this questionnaire is being submitted.

2. Type accurate and complete name of submitting individual, firm (or joint venture), address, and zip code.

Include date of preparation. (Attach additional pages, if necessary.)

2a. Include the name, title, and telephone number of not more than two principals who

will serve as the point of contact. Such individual(s) must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this questionnaire is directed. (Attach additional pages, if necessary.)

2b. Give the address of the specific office which will have responsibility for performing the announced work. (Attach additional pages, if necessary.)

3. Provide the number of personnel by discipline presently employed (on the date of this questionnaire) at office specified in 2b above. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with their primary function. Include clerical personnel as "administrative." (Attach additional pages, if necessary.)

4. Provide the names and addresses of all individuals, organizations, and primary subcontractors expected to be included as part of the venture and describe their particular areas of responsibility, (i.e., administration, financial, architectural, structural, mechanical, electrical, civil, environmental, etc.). (Attach additional pages, if necessary.)

4a. Indicate whether these particular entities have worked together on other projects, if any, and include a brief description. (Attach additional pages, if necessary.)

5. List **five** (5) of the most recent and relevant contracts, agreements, projects, etc. (federal, state, local government, as well as commercial) in the past three years, especially significant are those which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. Consideration will be given to projects which illustrate respondent's positive capability for performing work similar to that being sought, in relation to criteria located in Section M.5.

Required information must include: (Attach additional pages as necessary.)

(a) name and location of project.

(b) brief description of type and extent of services provided for each project (submission by joint venture shall indicate which member of the venture was the prime on that particular project and the role it played).

(c) contract number.

(d) type of contract

negotiated:___ sealed bid:___
fixed price:___ cost
reimbursement:___ other
(specify): _____

(e) complexity of work: difficult___ routine___.

(f) name, address, fax and telephone number of the owner of the project (if Government agency, indicate responsible office).

(g) contract amount: _____.

(h) status: Active___ Complete___.

(i) date of award:_____. contract completion date
(including extension):

_____. portion of cost of project for which the named firm was
responsible:_____

(j) type and extent of subcontracting: _____.

(k) name, address, fax and telephone number of the Contracting Officer's Technical Representative (COTR):

A separate report shall be completed for all contracts identified. A performance evaluation form will be submitted to the COTR for completion and will be used to evaluate your organization's past performance. The Government will not be limited to reviewing only the information provided by the offeror. Outside information may be obtained and considered.

1. Organization Name:

2. How many years has the organization been in business as a residential services contractor?

3. Under what other or former names has your organization operated?

4. If your organization is a corporation, provide the following:

(i) Date of incorporation: _____

(ii) State of incorporation: _____

(iii) Identify President (CEO), Vice President, Treasurer and Secretary (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

5. If your organization is a partnership, provide the following:

(i) Date of organization:

_____ (ii)

Type of partnership (if

applicable): _____

(iii) Name(s) of general partner(s) (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

6. If your organization is individually owned, provide the following:

(i) Date of organization: _____

(ii) Name of owner (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

(iii) If the form of your organization is other than that listed above, describe it and the name of the principals (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

7. LICENSING. (Attach additional pages as necessary.)

(i) List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

(ii) List jurisdictions in which your organization's or trade name is filed.

8. EXPERIENCE. (Attach additional pages as necessary.)

a. List the categories of work that your organization performs.

b. Claims and Suits. (If the answer to any of the questions below is yes, attach details.)

(i) Has your organization and/or its principals ever failed to complete any work awarded to it?

(ii) Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers or its principals?

(iii) Has your organization or its principals filed any lawsuits or requested arbitration with regard to contracts within the last five years?

c. Has any personnel of your organization ever been an officer of another organization when it failed to complete a contract? (If yes, attach details.)

d. Has your organization or any of the principals declared bankruptcy within the past seven years? (If yes, attach details.)

e. List all past and present contracts with the Federal Government awarded to you, your organization, or any of the principals (Attach additional pages, if necessary).

9. FINANCIAL DATA. (Attach additional pages as necessary.)

a. Trade References.

b. Bank References.

10. PROOF OF FINANCING

10a. Attach a financial statement, preferably audited, including your organization's latest balance sheet, cash flow statement, and income statement providing at a minimum the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);
- Net fixed Assets;
- Other Assets;
- Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- Other liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).

10b. Name and address of firm preparing attached financial statement, and date:

10c. Is the attached financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

11. SIGNATURE

18 U.S.C. 1001, False Statements Act provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Dated _____ this _____

day of 20__ Name of Organization

By: _____

Title: _____

M_____ being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this

_____ day of 20__ Notary Public:

My Commission Expires:

COMPLIANCE MATRIX

In-House RRC Services

Home Confinement Services

March 2022

CRITERIA	PROPOSAL PREPARATION INSTRUCTIONS
<p data-bbox="111 232 993 321">PAST PERFORMANCE EVALUATION AREA FACTOR: Accountability</p> <p data-bbox="111 378 953 516">The offeror's record of performance and level of success in developing and implementing offender accountability programs.</p>	<p data-bbox="1062 232 1976 321">The following past performance information shall be submitted in the offeror's proposal for any contract.</p> <p data-bbox="1062 378 1976 711">1. The five most relevant federal, state and local, and private contracts and/or subcontracts that were, or are currently being performed, in the past three years. Offerors should not submit Bureau contracts for RRC services, as the Bureau already has access to those contracts and reserves the right to take a sampling of its records in assessing an offeror's past performance.</p> <p data-bbox="1062 768 1976 1385">Relevant refers to contracts, which are of similar size, scope and complexity being acquired under this solicitation. Contracts listed may include those entered into by the federal government, agencies of state and local government and commercial customers. Offerors without prior contracts will not be evaluated favorably or unfavorably on past performance. Offerors should note that the government will conduct an assessment of the relevancy of the past performance contracts submitted by the offeror. Offeror's past performance evaluations may be negatively impacted if they submit contracts in response to these instructions</p>

which are considered less relevant or irrelevant required under this solicitation.

2. Include the following information on each of the five past performance contracts submitted. The past performance submission for each of the five contracts shall not exceed three pages.

- a. Name of the contracting activity
- b. Contract number
- c. Contract type
- d. Total contract value (including options)
- e. Contracting officer name, telephone number, and e-mail address
- f. Program Manager or Technical Representative name, telephone number, and e-mail address
- g. Administrative Contracting Officer name, address, telephone number, and e-mail address
- h. A written narrative that describes the offeror's record of performance and level of success on the contract in the following categories:
 - i. Developing and implementing offender accountability programs
 - ii. Assisting offenders in successfully reentering the community. The offeror's ability to leverage and network with other relevant community resources to offer offenders a more comprehensive and robust support system.

- iii. Acquiring and maintaining public support for community corrections programs
 - iv. Meeting mandated facility operational availability schedules
 - v. Recruiting, training, and retaining an adequate staff of personnel with the necessary skills and integrity to ensure successful, continuous performance of the contract
 - vi. Ensuring open communications about and timely response to customer needs and requirements
 - vii. Providing a Home Confinement Offender Accountability Plan noting: monitoring modalities for offenders on home detention, frequency of monitoring and return to the facility
 - viii. Provides a detailed description about their methods for assessing the individual needs of each offender to assist their reentry into the community, including the assessment process used in determining eligibility and appropriateness for home detention placement
- Note: In describing record of performance and level of success in the above areas, the offeror is required, if applicable, to submit information on problems encountered on the contracts and/or subcontracts identified, and the corrective actions taken to resolve the issues.

<p>PAST PERFORMANCE EVALUATION AREA FACTOR: Programs</p> <p>The offeror's record of performance and level of success in assisting offenders in successfully reentering the community. The offeror's ability to leverage and network with other relevant community resources to offer offenders a more comprehensive and robust support structure.</p>	<p>Instruction listed above.</p>
<p>PAST PERFORMANCE EVALUATION AREA FACTOR: Community Relations</p> <p>The offeror's record of performance and level of success in acquiring and maintaining public support for community corrections programs.</p>	<p>Instruction listed above.</p>
<p>PAST PERFORMANCE EVALUATION AREA FACTOR: Personnel</p> <p>The offeror's record of performance and level of success in recruiting, training, and retaining an adequate staff of personnel with the necessary skills and integrity to ensure successful, continuous performance of the contract.</p>	<p>Instruction listed above.</p>
<p>PAST PERFORMANCE EVALUATION AREA FACTOR: Communication and Responsiveness</p>	<p>Instruction listed above.</p>

<p>The offeror's record of performance and level of success in ensuring open communications about and rapid response to customer needs and requirements.</p>	
<p>PAST PERFORMANCE EVALUATION AREA FACTOR: Home Confinement Subfactor: Accountability</p> <p>The offeror's record of performance and level of success in developing and implementing offender home confinement accountability programs.</p>	<p>Instruction listed above.</p>
<p>PAST PERFORMANCE EVALUATION AREA FACTOR: Home Confinement Subfactor: Programming</p> <p>The offeror's record of performance and level of success in assisting offenders in successfully reentering the community through home confinement. The offeror's ability to leverage and network with other relevant community resources to offer offenders a more comprehensive and robust support structure.</p>	<p>Instruction listed above.</p>

TECHNICAL/MANAGEMENT EVALUATION AREA

FACTOR: Site Location

Subfactor: Site Validity and Suitability

The Site Validity and Suitability subfactor evaluates the proposed site location by considering the validity of the offeror's right to use and zoning approval. The assessment of validity includes the nature of the interest and appropriate zoning as it relates to any potential risk it poses to the government. This subfactor also evaluates the suitability of the site location with regard to local area concerns and plans to mediate concerns and the responsiveness to proximity requirements defined in the PWS or SOW (whichever is applicable), and the RFP, Section J.

The offeror shall submit official documentation that demonstrates they have a right to use, signed by both parties, and zoning approval. Acceptable evidence of right to use is limited to deeds, leases, bills of sale, options to lease, options to buy, contingency leases, or contingency deeds. Acceptable proof of right to use shall be submitted at the time of initial proposal submission.

If not contained in the initial proposal, offerors shall provide the Contracting Officer with valid proof of all zoning and local ordinance requirements necessary for the operation of a Residential Reentry enter (RRC), or any other program specified in the Statement of Work (SOW) applicable to any and all proposed performance sites within 90 days after the date of the initial proposal submission. In addition, the offeror is required to maintain proper zoning throughout the life of the contract. An offeror's failure to establish and maintain proof may result in elimination from the competitive range prior to award and termination for default following award.

The offeror shall complete and submit the Local Area Concerns Within a Half-Mile Radius Attachment, identifying facilities whose closeness to the RRC may raise public concern. For those public concerns

	identified, the offeror shall include their approach for mediating any potential community impacts in the space provided. The offeror shall address if there are any laws or ordinances in place which precludes the housing of certain types of inmates.
TECHNICAL/MANAGEMENT EVALUATION AREA FACTOR: Site Location Subfactor: Community Relations Program The Community Relations Program subfactor evaluates the innovativeness, credibility, and comprehensiveness of the offeror's proposed program for educating and interacting with the local community in order to acquire and maintain positive community relations and partnerships, to include the development of a Community Relations Board.	<p>The offeror shall provide a Community Relations Plan which describes their approach to educating the local community about the goals and mission of the RRC and maintaining the support of the community which includes the development of a Community Relations Board. The Plan shall not exceed two pages. Offeror shall ensure the Plan is relevant to the location required under this solicitation and include specific activities that will be conducted on a quarterly basis, to include the use of volunteers.</p> <p>In responding to this factor, offerors shall also submit proof that the law enforcement agency with primary jurisdiction, at least two levels of local government officials, and the respective Congressional delegation for the proposed location have been notified of their intent to open and operate a Residential Reentry Center as identified in the solicitation. The proof shall be a signed copy of each notification letter sent via registered or certified mail to the Chief Executive Officer of the law enforcement agency, two levels of public officials of the geographical area in which the</p>

	<p>proposed facility is located, and the respective Congressional delegation. The notification letter shall be the letter provided as an Attachment in Section J of the solicitation. Offerors shall also submit documentation to evidence community support or acknowledgment for the location of the proposed site (e.g., letters from neighbors, letters of affirmation from public officials, minutes of community relations board meetings that indicate community support or acknowledgment for the proposed site, petitions of support, etc.). The documentation shall not be dated prior to the date the Pre-Solicitation Notice was posted nor shall it be from sources that have a direct financial or employment interest with the offeror. The intent of this requirement is to ensure the offeror has a positive and affirmative relationship in existence prior to establishing the site. Additionally, offerors shall provide all information of any known opposition (e.g., newspaper articles, community resolutions or petitions, minutes from board meetings or zoning authorities), and a plan for mediating any known opposition that clearly demonstrates the offeror's ability to successfully provide RRC services while maintaining public support.</p>
TECHNICAL/MANAGEMENT EVALUATION AREA	<p>The offeror shall provide an Offender Accountability and Security Plan (ORP) that describes the plans,</p>

FACTOR: Accountability and Security

This factor evaluates the comprehensiveness, credibility, and innovativeness of the offeror's offender accountability program. The offeror will be evaluated on the plans, procedures, and practices they will employ to ensure offenders are accurately accounted for, at all times, while (1) in the facility; (2) at work assignments; and (3) in all other activities in the community. This factor evaluates the contractor's security plan that provides a safe and secure environment for both staff and offenders. This factor also evaluates the contractor's procedures and policies for resident's possession and use of smartphones.

procedures, and practices the offeror will employ to ensure that offenders are accurately accounted for while (1) in the facility; (2) at work assignments; and (3) in all other activities outside the facility, while providing a safe and secure environment for both staff and offenders. The plan shall include the routine use of smartphones, as outlined in the SOW. The offeror shall ensure the approach is relevant and applicable to the requirements under this solicitation.

The plan shall not exceed five pages in total. Offeror shall ensure the Plan is relevant to the location required under this solicitation.

TECHNICAL/MANAGEMENT EVALUATION AREA**FACTOR: Programs**

This factor evaluates the offeror's programs for assisting the resident in finding viable employment. This includes the evaluation of the offeror's programs for assisting offenders in meeting the identified elements of their Individualized Program Plan (IPP). The IPP will address all the resident's needs and risks identified by the BOP and the RRC. This factor also includes an evaluation of the offeror's development and fostering of collaborative relationships with a

The offeror shall submit an Offender Reentry Program (ORP) plan, which describes the offeror's approach for assisting offenders in meeting the identified elements of their IPP. The ORP shall also describe the offeror's ability to develop and foster collaborative relationships in the community and to pursue partnership opportunities with other entities in order to offer a more comprehensive and robust support structure for the offender. If applicable, the ORP shall describe the offeror's approach for operating a MINT Program. The description of the program shall not exceed seven pages in total. Offerors responding to a solicitation for MINT

network of community resources, social services, and support providers in order to offer a more comprehensive and robust support structure for the offender.

TECHNICAL/MANAGEMENT EVALUATION AREA

FACTOR: Facility

This factor evaluates the offeror's proposed facility with regard to (1) facility design as indicated in the floor plans, site plans, and photographs; (2) degree of compliance to applicable local, state, national health, safety, environmental laws, regulations, Executive Orders, building codes, and SOW; (3) the soundness and credibility of the offeror's plan for ensuring operational availability within 120 days after contract award, and; (4) the offeror's ability to meet the requirements of Chapter 15, Food Service.

services will be allowed one additional page for their response. Offeror shall ensure the ORP is relevant to the requirements under this solicitation.

Offeror shall provide a copy of architectural floor plans, site plans, and photographs (that are within 120 days of proposal submission), pursuant to the SOW. Offerors shall complete and submit the RRC Contract Facility Certificate of Compliance located in Section J. Offerors shall submit their plan for complying with the 120-day availability requirement. This plan should include a sequential list for the project that will demonstrate when major construction elements will be started and how long it is estimated to take to complete in order to demonstrate an ability to achieve a 120-day availability of the facility. This plan shall not exceed three pages. Offeror shall ensure the plan is relevant to the requirements under this solicitation. Offeror shall provide a detailed description of their food service program as outlined in Chapter 15.

Bureau of Prisons representatives will conduct an on-site inspection of offeror's performance location and facility as part of the government's evaluation process. The purpose of this inspection is to obtain information for use in determining if the site is in

	<p>compliance or capable of being brought into compliance with the requirements of this solicitation.</p> <p>Offeror shall provide their plan for providing transportation or public transportation vouchers for residents, as outlined in SOW, Chapter 3.</p>
<p>TECHNICAL/MANAGEMENT EVALUATION AREA</p> <p>FACTOR: Personnel</p> <p>This factor evaluates the comprehensiveness, credibility, and innovativeness of the offeror's approach for recruiting, training, and retaining an adequate staff of Residential Reentry Program (RRP) personnel that will have the necessary skills to ensure successful, continuous performance of the contract. This also includes evaluating the offeror's plan for ensuring all personnel will be aware of and abide by the standards of employee conduct as defined by the SOW, Chapter 2.</p>	<p>The offeror shall provide a Personnel Resources Plan (PRP), which describes the offeror's approach for ensuring adequate staff are recruited, trained, and retained. The PRP shall also include the approach for ensuring all personnel will be aware of and abide by the standards of employee conduct as defined by the SOW, Chapter 2. The PRP shall address the offeror's ability to be Prison Rape Elimination Act of 2003 (PREA) compliant. The PRP shall not exceed three pages. Offeror shall ensure the PRP is relevant to the requirements under the solicitation.</p> <p>Offerors shall also provide a generic staffing pattern in conformance with the SOW Chapter 2, and job descriptions for key personnel. This information may be included as an attachment. The offeror shall also provide a list of the minimum personnel qualifications they will utilize for all employees who provide direct services to the inmates, including the facility director.</p>

**TECHNICAL/MANAGEMENT EVALUATION
AREA**

FACTOR: Home Confinement

Subfactor: Accountability

This factor evaluates the comprehensiveness, credibility, and innovativeness of the offeror's home confinement offender accountability program. The offeror will be evaluated on the plans, procedures, and practices they will employ to ensure offenders are accurately accounted for, at all times, while on home confinement.

The offeror shall provide an Offender Accountability Plan that describes the plans, procedures, and practices they will employ to ensure that offenders are accurately accounted for while on home confinement (including telephonic contacts, in-person contacts and use of electronic monitoring). The offeror shall ensure the approach is relevant and applicable to the requirements under this solicitation, to include frequency of monitoring, drug and alcohol testing and return to the facility.

The plan shall not exceed three pages in total. Offeror shall ensure the Plan is relevant to the location required under this solicitation.

**TECHNICAL/MANAGEMENT EVALUATION
AREA**

FACTOR: Home Confinement

Subfactor: Programming

This factor evaluates the quality, comprehensiveness, and innovativeness of the offeror's plan for providing a home confinement program to meet the individual needs of each offender and assist their reentry into the community. This includes an evaluation of the offeror's program for referring all eligible and appropriate candidates for home confinement, the referral process for placing individuals on home

The offeror shall submit a Home Confinement Program (HCP) plan, which provides a detailed description of their ability to meet the BOP's expectation that the majority of offenders will transition to home confinement upon their statutory home confinement eligibility date.

The HCP shall also describe the offeror's approach for administering the home confinement program detailing the referral process when the resident meets all the required home confinement criteria and is no longer in need of RRC services, use of direct home confinement, adherence to the conditions which apply

confinement and the use of direct home confinement placement.

to offenders on home confinement and services provided when offenders return to the facility.

The description of the program shall not exceed three pages in total. Offeror shall ensure the HCP is relevant to the requirements under this solicitation.

Submission Description	Copies	Page Limits
Volume I: Technical/Management	Original & via electronic format [Compact disk in Adobe Acrobat (pdf) format] (CD-ROM/PDF)	
Right to Use and Zoning Approval		N/A
Local Area Concerns Within a Half-Mile Radius (IAW Attachment, Section J)		N/A
Community Relations Plan		2
Community Notification Letters (IAW Attachment, Section J)		N/A
Documentation of Community Support		N/A
Offender Accountability Plan		5
Home Confinement Offender Accountability Plan		3
Offender Reentry Program Plan		7
Home Confinement Offender Reentry Program Plan		3

Food Service Plan		2
(IAW Attachment, Section J)		N/A
Copy of floor plans, site plans, & photographs		N/A
RRC Contract Facility Certificate of Compliance (IAW Attachment, Section J)		N/A
Plan for 120 day availability		3
Personnel Resources Plan		3
Staffing Pattern (IAW SOW, Chapter 2 RRC		N/A
Volume II: Business Proposal Completed Contract Sections: A, B, and K	Original & via electronic format [Compact disk in Adobe Acrobat (pdf) format] (CD- ROM/PDF]	N/A
BOP Environmental Checklist Community Corrections Program (IAW Attachment, Section J		N/A
FBOP Service Contract Business Management Questionnaire (IAW Attachment, Section J)		N/A
Volume III: Past Performance	Original & via electronic format [Compact disk in Adobe Acrobat (pdf) format] (CD- ROM/PDF)	Not to exceed 15 pages

RRC CONTRACT FACILITY
Certification of Compliance

RFP: _____

By my signature below, I certify that: (Enter facility name, address, and telephone number)

complies with the most current local, state, and federal laws and regulations (or whichever is most stringent) concerning facility safety, zoning, occupancy, Architectural Barriers Act (or a reasonable accommodation has been made off-site), and air exchange as outlined in the Statement of Work and the Solicitation for the above reference RFP.

Printed Name: _____

Printed Title: _____

Signature: _____

Date: _____

LOCAL AREA CONCERNS WITHIN A HALF-MILE RADIUS

The contractor shall identify nearby (e.g., within a half-mile radius) facilities whose closeness to the RRC might possibly raise public concern, including, but not limited to, schools, day-care centers, historical landmarks, and other residential facilities.

The following table must be fully completed with all appropriate information. There is no limitation established for the number of entries regarding those establishments within the half-mile radius.

Offeror's Name & Address of Proposed Site:		RFP # _____
Business Name & Address	Distance From Proposed Site	Offeror's Narrative Concerning Possible Opposition Near Proposed Site

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4549
Revision No.: 19
Date Of Last Revision: 07/29/2022

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

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022: determination	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2022.
--	--

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

State: Florida

Area: Florida County of Marion

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.38***
01012 - Accounting Clerk II		16.40
01013 - Accounting Clerk III		18.06
01020 - Administrative Assistant		22.37
01035 - Court Reporter		18.12
01041 - Customer Service Representative I		13.21***
01042 - Customer Service Representative II		14.41***
01043 - Customer Service Representative III		16.17
01051 - Data Entry Operator I		13.21***
01052 - Data Entry Operator II		14.41***
01060 - Dispatcher Motor Vehicle		18.72
01070 - Document Preparation Clerk		14.44***
01090 - Duplicating Machine Operator		14.44***
01111 - General Clerk I		13.57***
01112 - General Clerk II		14.80***
01113 - General Clerk III		16.62
01120 - Housing Referral Assistant		20.20
01141 - Messenger Courier		13.54***
01191 - Order Clerk I		13.96***
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		16.28
01262 - Personnel Assistant (Employment) II		18.21
01263 - Personnel Assistant (Employment) III		20.30
01270 - Production Control Clerk		20.59
01290 - Rental Clerk		13.62***
01300 - Scheduler Maintenance		16.20
01311 - Secretary I		16.20
01312 - Secretary II		18.12
01313 - Secretary III		20.20
01320 - Service Order Dispatcher		16.73
01410 - Supply Technician		22.37
01420 - Survey Worker		16.26
01460 - Switchboard Operator/Receptionist		13.56***
01531 - Travel Clerk I		14.20***

01532 - Travel Clerk II	15.42
01533 - Travel Clerk III	16.58
01611 - Word Processor I	14.44***
01612 - Word Processor II	16.20
01613 - Word Processor III	18.12
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.33
05010 - Automotive Electrician	17.39
05040 - Automotive Glass Installer	16.23
05070 - Automotive Worker	16.23
05110 - Mobile Equipment Servicer	13.98***
05130 - Motor Equipment Metal Mechanic	18.53
05160 - Motor Equipment Metal Worker	16.23
05190 - Motor Vehicle Mechanic	18.53
05220 - Motor Vehicle Mechanic Helper	12.86***
05250 - Motor Vehicle Upholstery Worker	15.13
05280 - Motor Vehicle Wrecker	16.23
05310 - Painter Automotive	17.39
05340 - Radiator Repair Specialist	16.23
05370 - Tire Repairer	12.91***
05400 - Transmission Repair Specialist	18.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.70***
07041 - Cook I	12.56***
07042 - Cook II	14.60***
07070 - Dishwasher	10.92***
07130 - Food Service Worker	13.42***
07210 - Meat Cutter	18.03
07260 - Waiter/Waitress	10.66***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.93
09040 - Furniture Handler	10.32***
09080 - Furniture Refinisher	15.49
09090 - Furniture Refinisher Helper	11.47***
09110 - Furniture Repairer Minor	13.48***
09130 - Upholsterer	14.81***
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.39***
11060 - Elevator Operator	11.43***
11090 - Gardener	17.85
11122 - Housekeeping Aide	11.43***
11150 - Janitor	11.43***
11210 - Laborer Grounds Maintenance	13.50***
11240 - Maid or Houseman	10.82***
11260 - Pruner	11.99***
11270 - Tractor Operator	16.41
11330 - Trail Maintenance Worker	13.50***
11360 - Window Cleaner	12.87***
12000 - Health Occupations	
12010 - Ambulance Driver	20.05

12011 - Breath Alcohol Technician	20.05
12012 - Certified Occupational Therapist Assistant	32.61
12015 - Certified Physical Therapist Assistant	30.70
12020 - Dental Assistant	18.30
12025 - Dental Hygienist	32.97
12030 - EKG Technician	30.39
12035 - Electroneurodiagnostic Technologist	30.39
12040 - Emergency Medical Technician	20.05
12071 - Licensed Practical Nurse I	17.92
12072 - Licensed Practical Nurse II	20.05
12073 - Licensed Practical Nurse III	22.35
12100 - Medical Assistant	14.61***
12130 - Medical Laboratory Technician	23.98
12160 - Medical Record Clerk	15.80
12190 - Medical Record Technician	18.71
12195 - Medical Transcriptionist	15.07
12210 - Nuclear Medicine Technologist	44.07
12221 - Nursing Assistant I	11.89***
12222 - Nursing Assistant II	13.37***
12223 - Nursing Assistant III	14.59***
12224 - Nursing Assistant IV	16.37
12235 - Optical Dispenser	22.81
12236 - Optical Technician	17.92
12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	16.14
12305 - Radiologic Technologist	26.96
12311 - Registered Nurse I	24.63
12312 - Registered Nurse II	30.13
12313 - Registered Nurse II Specialist	30.13
12314 - Registered Nurse III	41.77
12315 - Registered Nurse III Anesthetist	41.77
12316 - Registered Nurse IV	43.69
12317 - Scheduler (Drug and Alcohol Testing)	24.84
12320 - Substance Abuse Treatment Counselor	20.53
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.34
13012 - Exhibits Specialist II	23.96
13013 - Exhibits Specialist III	29.31
13041 - Illustrator I	17.56
13042 - Illustrator II	21.97
13043 - Illustrator III	27.74
13047 - Librarian	26.53
13050 - Library Aide/Clerk	13.46***
13054 - Library Information Technology Systems Administrator	22.14
13058 - Library Technician	16.63
13061 - Media Specialist I	14.87***
13062 - Media Specialist II	16.63
13063 - Media Specialist III	18.53
13071 - Photographer I	13.97***

13072 - Photographer II	15.63
13073 - Photographer III	19.36
13074 - Photographer IV	23.69
13075 - Photographer V	28.66
13090 - Technical Order Library Clerk	16.73
13110 - Video Teleconference Technician	15.12
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.49
14042 - Computer Operator II	17.33
14043 - Computer Operator III	19.31
14044 - Computer Operator IV	21.46
14045 - Computer Operator V	23.77
14071 - Computer Programmer I	(see 1) 19.95
14072 - Computer Programmer II	(see 1) 24.71
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.49
14160 - Personal Computer Support Technician	21.46
14170 - System Support Specialist	23.77
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.14
15020 - Aircrew Training Devices Instructor (Rated)	36.47
15030 - Air Crew Training Devices Instructor (Pilot)	43.71
15050 - Computer Based Training Specialist / Instructor	30.14
15060 - Educational Technologist	27.98
15070 - Flight Instructor (Pilot)	43.71
15080 - Graphic Artist	19.97
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.71
15086 - Maintenance Test Pilot Rotary Wing	43.71
15088 - Non-Maintenance Test/Co-Pilot	43.71
15090 - Technical Instructor	19.88
15095 - Technical Instructor/Course Developer	24.32
15110 - Test Proctor	16.05
15120 - Tutor	16.05
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	11.21***
16030 - Counter Attendant	11.21***
16040 - Dry Cleaner	13.36***
16070 - Finisher Flatwork Machine	11.21***
16090 - Presser Hand	11.21***
16110 - Presser Machine Drycleaning	11.21***
16130 - Presser Machine Shirts	11.21***
16160 - Presser Machine Wearing Apparel Laundry	11.21***
16190 - Sewing Machine Operator	14.19***
16220 - Tailor	15.09
16250 - Washer Machine	11.74***
19000 - Machine Tool Operation And Repair Occupations	

19010 - Machine-Tool Operator (Tool Room)	19.76
19040 - Tool And Die Maker	24.92
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.57
21030 - Material Coordinator	20.59
21040 - Material Expediter	20.59
21050 - Material Handling Laborer	12.80***
21071 - Order Filler	13.63***
21080 - Production Line Worker (Food Processing)	16.57
21110 - Shipping Packer	14.36***
21130 - Shipping/Receiving Clerk	14.36***
21140 - Store Worker I	11.61***
21150 - Stock Clerk	16.62
21210 - Tools And Parts Attendant	16.57
21410 - Warehouse Specialist	16.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.33
23019 - Aircraft Logs and Records Technician	17.19
23021 - Aircraft Mechanic I	21.07
23022 - Aircraft Mechanic II	22.33
23023 - Aircraft Mechanic III	23.63
23040 - Aircraft Mechanic Helper	14.62***
23050 - Aircraft Painter	19.76
23060 - Aircraft Servicer	17.19
23070 - Aircraft Survival Flight Equipment Technician	19.76
23080 - Aircraft Worker	18.46
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	18.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.07
23110 - Appliance Mechanic	22.54
23120 - Bicycle Repairer	15.70
23125 - Cable Splicer	29.81
23130 - Carpenter Maintenance	18.12
23140 - Carpet Layer	18.46
23160 - Electrician Maintenance	20.37
23181 - Electronics Technician Maintenance I	21.02
23182 - Electronics Technician Maintenance II	23.53
23183 - Electronics Technician Maintenance III	25.06
23260 - Fabric Worker	17.19
23290 - Fire Alarm System Mechanic	21.12
23310 - Fire Extinguisher Repairer	15.90
23311 - Fuel Distribution System Mechanic	21.34
23312 - Fuel Distribution System Operator	16.10
23370 - General Maintenance Worker	15.92
23380 - Ground Support Equipment Mechanic	21.07
23381 - Ground Support Equipment Servicer	17.19
23382 - Ground Support Equipment Worker	18.46
23391 - Gunsmith I	15.90
23392 - Gunsmith II	18.46

23393 - Gunsmith III	21.07
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.12
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.33
23430 - Heavy Equipment Mechanic	22.57
23440 - Heavy Equipment Operator	17.34
23460 - Instrument Mechanic	21.07
23465 - Laboratory/Shelter Mechanic	19.76
23470 - Laborer	12.80***
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.43
23550 - Machinist Maintenance	20.35
23580 - Maintenance Trades Helper	16.68
23591 - Metrology Technician I	21.07
23592 - Metrology Technician II	22.33
23593 - Metrology Technician III	23.63
23640 - Millwright	21.07
23710 - Office Appliance Repairer	18.10
23760 - Painter Maintenance	16.82
23790 - Pipefitter Maintenance	22.59
23810 - Plumber Maintenance	21.19
23820 - Pneudraulic Systems Mechanic	21.07
23850 - Rigger	21.07
23870 - Scale Mechanic	18.46
23890 - Sheet-Metal Worker Maintenance	19.47
23910 - Small Engine Mechanic	16.87
23931 - Telecommunications Mechanic I	24.97
23932 - Telecommunications Mechanic II	26.48
23950 - Telephone Lineman	19.10
23960 - Welder Combination Maintenance	18.15
23965 - Well Driller	21.07
23970 - Woodcraft Worker	21.07
23980 - Woodworker	15.90
24000 - Personal Needs Occupations	
24550 - Case Manager	16.28
24570 - Child Care Attendant	12.73***
24580 - Child Care Center Clerk	15.88
24610 - Chore Aide	11.70***
24620 - Family Readiness And Support Services Coordinator	16.28
24630 - Homemaker	16.28
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.86
25040 - Sewage Plant Operator	23.33
25070 - Stationary Engineer	24.86
25190 - Ventilation Equipment Tender	17.26
25210 - Water Treatment Plant Operator	23.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.82

27007 - Baggage Inspector	13.05***
27008 - Corrections Officer	17.31
27010 - Court Security Officer	17.31
27030 - Detection Dog Handler	14.60***
27040 - Detention Officer	17.31
27070 - Firefighter	17.31
27101 - Guard I	13.05***
27102 - Guard II	14.60***
27131 - Police Officer I	24.91
27132 - Police Officer II	27.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.66***
28042 - Carnival Equipment Repairer	14.85***
28043 - Carnival Worker	9.98***
28210 - Gate Attendant/Gate Tender	15.48
28310 - Lifeguard	13.79***
28350 - Park Attendant (Aide)	17.31
28510 - Recreation Aide/Health Facility Attendant	12.64***
28515 - Recreation Specialist	21.45
28630 - Sports Official	13.79***
28690 - Swimming Pool Operator	17.24
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.46
29020 - Hatch Tender	18.46
29030 - Line Handler	18.46
29041 - Stevedore I	17.19
29042 - Stevedore II	19.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.06
30022 - Archeological Technician II	20.20
30023 - Archeological Technician III	25.03
30030 - Cartographic Technician	25.03
30040 - Civil Engineering Technician	25.03
30051 - Cryogenic Technician I	27.72
30052 - Cryogenic Technician II	30.62
30061 - Drafter/CAD Operator I	18.06
30062 - Drafter/CAD Operator II	20.20
30063 - Drafter/CAD Operator III	22.52
30064 - Drafter/CAD Operator IV	27.72
30081 - Engineering Technician I	16.09
30082 - Engineering Technician II	18.06
30083 - Engineering Technician III	20.20
30084 - Engineering Technician IV	25.03
30085 - Engineering Technician V	30.62
30086 - Engineering Technician VI	37.04
30090 - Environmental Technician	25.03
30095 - Evidence Control Specialist	25.03

30210 - Laboratory Technician	22.52
30221 - Latent Fingerprint Technician I	25.47
30222 - Latent Fingerprint Technician II	28.13
30240 - Mathematical Technician	25.03
30361 - Paralegal/Legal Assistant I	19.21
30362 - Paralegal/Legal Assistant II	23.78
30363 - Paralegal/Legal Assistant III	29.11
30364 - Paralegal/Legal Assistant IV	35.21
30375 - Petroleum Supply Specialist	30.62
30390 - Photo-Optics Technician	25.03
30395 - Radiation Control Technician	30.62
30461 - Technical Writer I	25.03
30462 - Technical Writer II	30.62
30463 - Technical Writer III	37.04
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.72
30502 - Weather Forecaster II	33.71
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.52
30621 - Weather Observer Senior	(see 2) 25.03
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	12.41***
31030 - Bus Driver	17.73
31043 - Driver Courier	14.41***
31260 - Parking and Lot Attendant	11.03***
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	12.87***
31361 - Truckdriver Light	15.66
31362 - Truckdriver Medium	16.92
31363 - Truckdriver Heavy	19.94
31364 - Truckdriver Tractor-Trailer	19.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	10.92***
99050 - Desk Clerk	12.56***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	16.42
99252 - Laboratory Animal Caretaker II	17.25
99260 - Marketing Analyst	26.13
99310 - Mortician	26.22
99410 - Pest Controller	16.96
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	16.15
99711 - Recycling Specialist	19.64

99730 - Refuse Collector	14.34***
99810 - Sales Clerk	12.93***
99820 - School Crossing Guard	14.19***
99830 - Survey Party Chief	19.79
99831 - Surveying Aide	12.29***
99832 - Surveying Technician	16.84
99840 - Vending Machine Attendant	18.26
99841 - Vending Machine Repairer	23.06
99842 - Vending Machine Repairer Helper	18.26

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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