

SOLICITATION, OFFER, AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 15BRR23R00000005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/15/2023	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Federal Bureau of Prisons Residential Reentry Contracting 320 First Street NW Suite 5005 Washington, DC 20534		CODE 15BRR	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			

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 05/15/2023
(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 598-6163	EXTENSION	

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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 (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	0 CALENDAR DAYS (%)
	0.00 %	0.00 %	0.00 %	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		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

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 in Washoe County, Nevada. 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	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada Fixed monthly rate for the Average Daily Population (ADP) of 12 or less Federal Offenders. Guaranteed Minimum: 4,392 mandays Estimated Guaranteed Maximum:10,980 mandays Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 12 Change: 0 Current : 12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada In-house RRC inmate day rate for ADP of 13-18 Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada In-house RRC inmate day rate for ADP of 19-24 Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada In-house RRC inmate day rate for ADP of 25 or more Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0005	To provide Home Confinement Placement services radius within 100 miles of the RRC facility. Fixed monthly rate for Home Confinement placement of 4 or less Federal offenders. Guaranteed Minimum: 1,464 mandays Estimated Guaranteed Maximum: 3,660 mandays Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 12 Change: 0 Current : 12	MO	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0006	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 5-7 Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0007	To provide Home Confinement Placement Services within 100 miles of the RRC. Home Confinement placement day rate for ADP of 8 or more Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004 Base Period	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0009	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada Fixed monthly rate for the Average Daily Population (ADP) of 12 or less Federal Offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 12 Change: 0 Current : 12	MO	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE		AMOUNT
0010	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada In-house RRC inmate day rate for ADP of 13-18 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____	

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 19-24 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 25 or more Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 1 Change: 0 Current : 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 4 or less Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 12 Change: 0 Current : 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 5-7 Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 1 Change: 0 Current : 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 8 or more Federal offenders. Option Period One: 13 months through 24 months PSC: G004 Option Period 1	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. Fixed monthly rate for the Average Daily Population (ADP) of 12 or less Federal Offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 12 Change: 0 Current : 12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 13-18 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 19-24 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 25 or more Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
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 4 or less Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 12 Change: 0 Current : 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 5-7 Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 1 Change: 0 Current : 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 8 or more Federal offenders. Option Period Two: 25 months through 36 months PSC: G004 Option Period 2	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. Fixed monthly rate for the Average Daily Population (ADP) of 12 or less Federal Offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Previous : 12 Change: 0 Current : 12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 13-18 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 19-24 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 25 or more Federal offenders.	Previous : 1 Change: 0	DY	\$ _____	\$ _____

	Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Current : 1			
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 4 or less Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Previous : 12 Change: 0 Current : 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 5-7 Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Previous : 1 Change: 0 Current : 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 8 or more Federal offenders. Option Period Three: 37 months through 48 months PSC: G004 Option Period 3	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. Fixed monthly rate for the Average Daily Population (ADP) of 12 or less Federal Offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	Previous : 12 Change: 0 Current : 12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 13-18 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____

	Option Period 4				
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 19-24 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada. In-house RRC inmate day rate for ADP of 25 or more Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	Previous : 1 Change: 0 Current : 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 4 or less Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	Previous : 12 Change: 0 Current : 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 5-7 Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	Previous : 1 Change: 0 Current : 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 8 or more Federal offenders. Option Period Four: 49 months through 60 months PSC: G004 Option Period 4	Previous : 1 Change: 0 Current : 1	DY	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p>To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada.</p> <p>In-house RRC inmate day rate for ADP of 12 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.</p> <p>PSC: G004 Option Period 5</p>	<p>Previous : 6</p> <p>Change: 0</p> <p>Current : 6</p>	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p>To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada.</p> <p>In-house RRC inmate day rate for ADP of 13-18 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.</p> <p>PSC: G004 Option Period 5</p>	<p>Previous : 1</p> <p>Change: 0</p> <p>Current : 1</p>	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	<p>To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada.</p> <p>In-house RRC inmate day rate for ADP of 19-24 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.</p> <p>PSC: G004 Option Period 5</p>	<p>Previous : 1</p> <p>Change: 0</p> <p>Current : 1</p>	DY	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	<p>To provide Residential Re-Entry Center In house (RRC) Services in Washoe County, Nevada.</p> <p>In-house RRC inmate day rate for ADP of 25 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.</p> <p>PSC: G004 Option Period 5</p>	<p>Previous : 1</p> <p>Change: 0</p> <p>Current : 1</p>	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	MAX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	<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 4 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.</p>	<p>Previous : 6</p> <p>Change: 0</p> <p>Current : 6</p>	MO	\$ _____	\$ _____

	PSC: G004 Option Period 5				
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 5-7 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	Previous : 1 Change: 0 Current : 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 8 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	Previous : 1 Change: 0 Current : 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 in Washoe County, Nevada. 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 12 or less Federal offenders
2. Inmate day rate when the in-house ADP is 13-18 Federal offenders
3. Inmate day rate when the in-house ADP is 19-24 Federal offenders
4. Inmate day rate when the in-house ADP is 25 or more Federal offenders
5. Monthly rate when the home confinement ADP is 4 or less Federal offenders
6. Inmate day rate when the home confinement ADP is 5-7 Federal offenders
7. Inmate day rate when the home confinement ADP is 8 or more Federal offenders

During the months when the ADP does not exceed 12 in-house Federal offenders or 4 home confinement placements, Contractor shall invoice at the defined monthly rate. If the ADP for a month exceeds 12 in-house Federal offenders or 4 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 30 beds which 25 (max) beds are available for males and 5 (max) beds are available for females. Home Confinement services estimated maximum is 10 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 12 in-house Federal offenders or 4 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 12 in-house Federal offenders or 4 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

No Clauses

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.

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 in Washoe County, Nevada. 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 12 in-house RRC beds or 4 home confinement placements, the contractor shall invoice at the fixed monthly rate(s) in the Schedule. During the months when the ADP exceeds 12 in-house RRC beds or 4 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
Sacramento Residential Reentry Office
501 I Street Suite 9-400
Sacramento, CA 95814
Tel: 916-930-2010

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
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.

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.

(End of Clause)

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)	

Clause	Title	Fill-ins (if applicable)
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)	
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 (Oct 2022)	
52.219-8	Utilization of Small Business Concerns (Oct 2022)	

Clause	Title	Fill-ins (if applicable)
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2022) - Alternate II (Nov 2016)	
52.219-16	Liquidated Damages-Subcontracting Plan (Sep 2021)	
52.219-28	Post-Award Small Business Program Rerepresentation (Oct 2022)	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
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 (May 2022)	
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)	

Clause	Title	Fill-ins (if applicable)
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)	
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 (Dec 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) [Name] , [Title] , [Location], [Area Code and Telephone Number], 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 by unique location; 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 each location of contract, including subcontract, performance. 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>.
- (f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(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) A delivery order or task order is considered "issued" when--

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(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)

52.223-17 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)

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 discovery.

(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 thereafter. 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 completion.

(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 schedules.

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)

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.

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.

(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

(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.

(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.

(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.

(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

(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.

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

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) [Reserved]

(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)

DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)

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.
- Contractors should 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)

Section J - List of Attachments

No Clauses

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	8
12	WD No. 2015-5595 Rev No. 19 DOLR 12.27.2022.pdf	11

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 (Dec 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 \$16.0 [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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

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

(C) 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 FAPIS 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 \$5.5 million (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)	

Provision	Title	Fill-ins (if applicable)
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

52.233-2 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 [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.].

(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 (NOV 2020)

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)
- (2) "Deciding Official" means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding 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) Only interested parties may file a protest.

(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.

(d) A protest filed directly with the DOJ shall:

- (1) Indicate that it is a protest to DOJ.
- (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.

(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.

(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, 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.

(g) Oral conferences may take place either by telephone or in person.

(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.

(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.

(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.

(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 specific-ally 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 15BRRC22R00000005 at the following location: geographic located in Washoe County, Nevada. 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]

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price; indefinite delivery/indefinite quantity [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

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.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, upon which a comparative rating of proposals will be based in accordance with the relative order of importance accorded each respectively.

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 12 Federal offenders and the home confinement services inmate daily rate applicable for 4 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.