

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 16 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 0002		3. EFFECTIVE DATE 10/17/2022		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)
6. ISSUED BY Federal Bureau of Prisons Residential Reentry Contracting 320 First Street NW Suite 5005 Washington, DC 20534		CODE Janel Ramsey (O) (202) 598-6481 j3ramsey@bop.gov		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER
				X		15BRRC22R00000007
						9B. DATED (SEE ITEM 11) 09/01/2022
						10A. MODIFICATION OF CONTRACT/ORDER NUMBER
						10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE				

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

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

This modification is hereby to update the following:

- 1) In Section G.4 Key Personnel, removed the Social Services Coordinator.
- 2) Attached a revised Service Business Management Questionnaire.

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

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

Previous edition unusable

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
A	Solicitation/Contract Form.....	1
B	Supplies or Services and Prices/Costs.....	3
C	Description/Specifications/Statement of Work.....	4
D	Packaging and Marking.....	4
E	Inspection and Acceptance.....	4
F	Deliveries and Performance.....	4
G	Contract Administration Data.....	5
H	Special Contract Requirements.....	8
I	Contract Clauses.....	9
J	List of Attachments.....	9
K	Representations, Certifications and Other Statements of Offerors.....	9
L	Instructions, Conditions and Notices to Offerors.....	10
M	Evaluation Factors for Award.....	13

## Section B - Supplies or Services and Prices/Costs

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

---

### SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

---

## Clauses By Full Text

### B.1 Services and Prices/Costs

---

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

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

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

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

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

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

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

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

[END OF SECTION]

## **Section C - Description/Specifications/Statement of Work**

### **Clauses By Full Text**

#### **C.1 Statement of Work/Specification**

---

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

[END OF SECTION]

## **Section D - Packaging and Marking**

### **No Clauses**

## **Section E - Inspection and Acceptance**

### **Clauses By Full Text**

#### **E.2 Performance Summary Table**

---

Please see attached table.

[END OF SECTION]

## **Section F - Deliveries and Performance**

### **Clauses By Full Text**

#### **F.2 Performance**

---

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

(b) The anticipated periods of performance are:

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

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

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

### F.3 Place of Performance

---

(a) The Place of Performance for RRC In-House services is located within the Ocala, Florida area (within Marion County). 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.2 Payment Schedule

---

The Schedule includes four levels of pricing, referred to as "tiers." In consideration of the Contractor's satisfactory performance of services called for under this contract, the Government shall make payment to the Contractor at the fixed daily or monthly rates for the tiers identified in the Schedule. The Government shall not be billed for two days when resident is admitted one evening and removed the following morning. The Contractor shall not bill for the day of departure.

The day of a resident's escape or absconding from custody or supervision shall be considered the day of departure for billing purposes. (See Section C, SOW, Chapter 19, Escape Procedures).

#### G.3 Billing Procedure

---

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

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

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

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

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

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

#### G.4 Key Personnel

---

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

Facility Director  
 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](http://www.acquisition.gov/far).

#### G.6 CPARS Contractor Evaluation Factors and Rating Descriptions

---

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

##### FACTOR: ACCOUNTABILITY

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

##### FACTOR: PROGRAMS

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

##### FACTOR: COMMUNITY RELATIONS

Does the contractor have a process for educating and interacting with the local community in order to acquire and maintain public support? What efforts have been made during this rating period to foster positive community relations? Discuss the workings and make-up of the contractor's community relations efforts. During this rating period have there been any concerns relating to the contractor's position in the community? Have you discussed the strengths and weaknesses, and the effectiveness of any corrective actions?

**FACTOR: SITE VALIDITY AND SUITABILITY**

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

**FACTOR: PERSONNEL**

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

**FACTOR: COMMUNICATION/RESPONSIVENESS**

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

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

**FACTOR: HOME CONFINEMENT**

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

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

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

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

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

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

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

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

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

## Section H - Special Contract Requirements

### Clauses By Full Text

#### H.1 Change in Key Personnel

---

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

#### H.2 Contract Performance

---

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

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

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

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

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

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

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

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

#### H.3 Protected Religious Activities

---

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



- (1) An offender may ask for a time and place to individually pray, study, or worship. Federal law requires that a federally-funded Contractor allow offenders in an RRC reasonably frequent opportunity to engage on their own in these "inherently religious activities" throughout the week.
- (2) An offender may ask an RRC staff to lead or join him or her in inherently religious activity. If an offender in an RRC makes such a request, Contractor staff may accommodate the request when such activity would not interfere with the contracted services, when the religious activity occurs in a separate time or location from the services provided under the contract and if attendance or participation by offenders and staff is voluntary. A separate location does not need to be a separate building but must be an area that, at the time of religious activity, is not being used to provide services under the contract and is not otherwise open to the offender population.
- (3) A RRC Contractor may offer inherently religious services to offenders outside of, and in addition to, its contract with the Government as long as the services are offered in a separate time or location (as defined above in paragraph 2) from the services provided under the contract and if attendance or participation by offenders is voluntary. For example, the BOP permits-but would not reimburse a contractor to provide offenders with a chaplain to assist offenders who request spiritual counsel, prayer, instruction from a sacred text, or the opportunity to worship. Unless specifically requested in the solicitation, such services should not be included as part of a proposal and will not be considered in the evaluation process.
- [END OF SECTION]

## Section I - Contract Clauses

### Clauses By Full Text

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

---

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

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

(End of Clause)

## Section J - List of Attachments

### No Clauses

Identifier	Title	Number of Pages
7	Federal Bureau of Prisons Service Contract Business Management Questionnaire - REVISED	4

## Section K - Representations, Certifications and Other Statements of Offerors

### 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.

## Section L - Instructions, Conditions and Notices to Offerors

### Provisions By Full Text

#### 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.4 Proposals

---

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

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

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

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

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

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

#### L.5 Content of Technical/Management

---

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

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

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

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

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

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

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

- (1) Table of Contents. (Listing areas as outlined in the Compliance Matrix)
- (2) List of Tables and Drawings. (If applicable)

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

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

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

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

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

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

Offerors shall submit proof of notification to the following:

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

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

(h) Offerors shall submit documentation to evidence community support or acknowledgment for the location of the proposed site (e.g., letters of affirmation from Public Officials, minutes of Community Relation Board meetings that indicate community support or acknowledgment for the proposed site, petitions of support, etc.). The documentation shall not be dated prior to the date the Request for Information (RFI) was posted on the Federal Business Opportunities website [www.Beta.SAM.gov](http://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>

## Section M - Evaluation Factors for Award

### Provisions By Full Text

#### M.4 Evaluation Criteria and Their Relative Importance

---

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

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

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

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

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

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

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

#### 1.0 Past Performance Evaluation Area

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

The recency and relevancy of Past Performance information is critical to the Government's evaluation. More recent, more relevant performance information will have a greater positive impact on the Past Performance evaluation than less recent, less relevant performance. The Government may consider efforts performed by the offeror for agencies of the federal, state, or local governments and commercial customers as potentially relevant to the Past Performance evaluation. Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or

performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Offerors without a record of relevant company past performance or for whom information on Past Performance is not available will not be evaluated favorably or unfavorably on Past Performance.

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

#### **1.1 FACTOR: In-House RRC - Accountability**

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

#### **1.2 FACTOR: In-House RRC - Programs**

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

#### **1.3 FACTOR: In-House RRC - Community Relations**

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

#### **1.4 FACTOR: In-House RRC - Personnel**

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

#### **1.5 FACTOR: In-House RRC - Communications and Responsiveness**

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

#### **1.6 FACTOR: Home Confinement**

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

##### **1.6.1 Subfactor: Home Confinement - Accountability**

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

##### **1.6.2 Subfactor: Home Confinement - Programming**

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

### **2.0 Technical/Management Evaluation Area**

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

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

#### **2.1 FACTOR: Site Location**

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

##### **2.1.1 SUBFACTOR: Site Validity and Suitability**

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

### **2.1.2 SUBFACTOR: Community Relations Program**

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

### **2.2 FACTOR: Accountability and Security**

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

### **2.3 FACTOR: Programs**

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

### **2.4 FACTOR: Facility**

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

### **2.5 FACTOR: Personnel**

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

### **2.6 FACTOR: Home Confinement**

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

#### **2.6.1 SUBFACTOR: Accountability**

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

#### **2.6.2 SUBFACTOR: Programming**

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

### **3.0 Price Evaluation Area**

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

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

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

**Risk Assessment Area**

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

(End of Section)