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PRICING SCHEDULE
RFP-NAS-0159-07
SUPPLIES OR SERVICES AND PRICES

The contract(s) resulting from this solicitation will be a firm-fixed price type contract for Residential Re-Entry Program (Program) services. The periods of performance under any resulting contract will be for a 12 month Base Period and four additional 12 month Option Periods to be exercised at the Government's discretion.

PRICING INSTRUCTIONS

Offerors are required to submit pricing for an inmate daily rate for all performance periods listed in this Pricing Schedule. Pricing and payment will be based on the number of volunteer inmates participating and the number of days that each inmate participates in the Offeror's program. For the purposes of the Government's price evaluation, offers shall submit pricing in accordance with these instructions and by using the Pricing Schedule provided hereunder.

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Payment - The Contractor shall be prepared to support the monthly participation levels for the time period which is being invoiced. All Notices to Proceed (NTP) will be issued once there are thirty (30) inmates on site and take effect on the first day of a calendar month.

Performance Period	Total Estimated Inmate Days*	Total Fixed Inmate Daily Rate	Total Estimated Amount
Base Period - Date of NTP through 12 months	47,580**	\$ _____	\$ _____
Option Period One - 13 months through 24 months	47,450	\$ _____	\$ _____
Option Period Two - 25 months through 36 months	47,450	\$ _____	\$ _____
Option Period Three - 37 months through 48 months	47,450	\$ _____	\$ _____

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Option Period Four - 49 47,580 \$ _____ \$ _____
months through 60 months

* 365 days x 130 inmates = Total Estimated Inmate Days

** Base Year Period and Option Year Four are leap years.

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STATEMENT OF WORK: RESIDENTIAL RE-ENTRY PROGRAMS

A. Background and Program Design:

The Bureau of Prisons (BOP) is establishing a Residential Re-Entry Program that involves partnerships between the DOJ and social service organizations. As many as six sites across the country may be designated for the Residential Re-Entry Program.

Place of Performance:

The BOP has designated six of its institutions where Residential Re-Entry Program services may be provided. The six possible pilot site institutions are as follows:

- 1) Federal Correctional Institution (FCI) Seagoville Low Security;
- 2) Federal Correctional Complex Beaumont Low Security;
- 3) United States Penitentiary Hazelton Secure Female Unit;
- 4) FCI Fort Dix Low Security;
- 5) FCI Edgefield Medium Security; and
- 6) FCI Tucson Medium Security.

Prospective offerors will be permitted to submit proposals for any number, or all of the specified locations. The BOP reserves the right to place an award for services at up to six of its pilot site institutions based upon its evaluation of proposals.

Period of Performance:

The period of performance shall consist of a one year base period with four one-year option periods, which shall be exercised at the discretion of the Contracting Officer:

Base Period:	Date of Notice to Proceed through 12 months
Option Period 1:	13 months through 24 months
Option Period 2:	25 months through 36 months
Option Period 3:	37 months through 48 months
Option Period 4:	49 months through 60 months

Mission of the Residential Re-Entry Program:

By providing inmates with an intensive opportunity for personal growth through the sharing of common living space and program components, the project's mission is to facilitate personal behavioral and attitudinal change and thereby reduce recidivism and contribute to overall prison safety and management through promoting the virtues of productive work, respect for others, self-worth, responsibility, and accountability. Programs will encourage re-connection with family and community, and the development of healthy and productive habits of living. Program will match inmates with personal mentors from a community organization or other similar support group at their release destination to promote successful reintegration (i.e., employment,

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housing, avoidance of recidivism, etc.)

Objectives:

1. The Program will reduce recidivism by:

- a. Developing an individualized skill development and re-entry plan for inmates based upon an evaluation of the inmate's key life skills areas and post-release plan. These plans encompass action steps to target the nine program goal areas, as well as to identify and link with community resources and support systems.
- b. Strengthening the inmate's community ties by matching each participant with a personal mentor (during and after incarceration) from a community organization, or support group. Mentoring includes intensive one-on-one sessions between a person or organization from the community and an inmate. The contracted program will connect mentors with inmate participants at both the program site and at the inmate's release destination.
- c. Helping inmates claim responsibility for their actions and making amends to their victims, families and communities through Victim Awareness programs.
- d. Involving inmates in community service projects to help make reparation to the community for their crime (through projects within the secure perimeter of the institution). The proposal shall include a plan and make a good faith effort to arrange community service projects sufficient to meet the minimum participation requirement of 300 hours per inmate.

2. The Program will contribute to overall prison safety and management by giving participating inmates effective tools for dealing with diversity, conflict, anger, and decision-making.

Potential contractors must submit a separate proposal to provide services for each site for which they wish to be considered. The BOP will evaluate proposals for each site separately, so it is possible that a vendor who submits proposals for more than one site may be awarded a contract for some, but not all, of their submissions. The BOP reserves the right to make multiple awards, but each site will accommodate only one program. Identification of particular sites was based on inmate population demographics and the availability of community resources. Also, the BOP will consider the business needs of the Government when determining the program selection at each site. No proposal will be funded from any organization that espouses racial separation or advocates violence of any type.

B. Subject:

Proposal: The contractor must provide a Residential Re-Entry Program to inmates at the designated pilot site(s). The contractor should submit a separate proposal for each pilot site(s) for which they are interested in providing services. At a minimum, the proposal should outline how the contractor plans to incorporate program components which foster growth in the

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following program goal areas:

Daily living

- Displays independent living skills commensurate with institution or community opportunities to include maintenance of a clean residence, a responsible budget to include a savings account, meal preparation, appropriate personal hygiene and appearance and proper etiquette. Displays skills to obtain, maintain, and/or contribute financially to a legal residence and any necessary transportation. Obeys institution rules and regulations and local, state and federal laws. Is able to identify and access community resources for basic needs.

Mental Health

- Maintains sound mental health through avoidance of substance abuse/dependence and other self-destructive behaviors and use of effective coping techniques. Participates in appropriate medication and/or treatment regime as necessary to address any acute or chronic mental health issues.

Wellness

- Maintains physical well-being through health promotion and disease prevention strategies such as a healthy lifestyle and habits, routine medical care, regular exercise, and appropriate diet. Participates in appropriate medication and/or treatment regime as necessary to address any acute or chronic medical conditions.

Interpersonal skills

- Relates appropriately and effectively with staff, peers, visitors, his or mentor, family, and co-workers. Displays the ability to develop and maintain healthy relationships with neighbors and members of the community by observing basic social conventions and rules, and avoiding co-dependency.

Academic

- Participates and progresses in educational activities commensurate with ability and occupation to serve as foundational skills for other re-entry skills. Reads, writes and utilizes basic arithmetic at a level necessary to function in a correctional environment and in society.

Cognitive

- Engages in accurate self-appraisal by acknowledging and correcting irrational thinking patterns. Is cognizant of the importance of goal setting. Solves problems effectively, maintains self-control and displays pro-social values. Acknowledges and appropriately corrects criminal thinking patterns and behaviors.

Vocational

- Acquires and maintains employment in order to become self-sufficient and fulfill financial obligations. Engages in purposeful activity, develops abilities useful in the acquisition and maintenance of post-release employment and pursuit of career goals.

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Leisure time

- Engages in meaningful recreational activities and hobbies making positive and effective use of free time and facilitating stress management and favorable peer affiliations.

Character

- Maintains a sense of accountability to self and others through attention to the potential impact (short- and long-term) of actions. Seeks to engage in behaviors which reflect pro-social values, thus making a positive impact in their life and the lives of others. Displays a healthy tolerance for delayed gratification. Displays the capacity for self-reflection and adherence to a code of morality based upon each inmate's personal philosophy or beliefs.

These program goal areas are intended to facilitate prison management, and foster successful rehabilitation and reintegration into the community in order to reduce the likelihood of recidivism.

Compliance with BOP's mission and applicable law: Contractors must ensure that their programs operate in a manner consistent with the BOP's mission. The BOP's mission is to protect society by confining offenders in the controlled environments of prison and community-based facilities that are safe, humane, cost efficient and appropriately secure, and that provide work and other self-improvement opportunities to assist inmates in becoming law-abiding citizens.

All services and programs must comply with the SOW; the U.S. Constitution; all applicable federal, state and local laws and regulations, including the Religious Freedom Restoration Act; applicable Presidential Executive Orders [including E.O. 13279, (28 CFR 38.1)]; all applicable case law; and Court Orders. If a conflict exists between any of the aforementioned standards, the most stringent must apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) must determine the appropriate standard.

The contractor, and any personnel, contract or volunteer, working in the program, must strictly adhere to BOP policies and procedures regarding the safety, conduct, and custody of inmates. Additionally, all contractors and volunteers involved in the program will be held to the BOP's Standards of Employee Conduct and Responsibility. The contractor will be responsible for documenting (via provided form) all contacts outside programming hours (i.e., telephone, correspondence, meetings) made between contract personnel and participating inmates, program completed inmates, and their families during the incarceration phase. All contacts and communications are to be within the scope of program service delivery. Any non-authorized contacts conducted with contract personnel between any inmate, any former inmate, and any inmate family member must be reported by the contractor to a designated BOP employee. Failure to adhere to BOP policies or standards may result in termination of the contract. A copy of the Standards of Employee Conduct and Responsibility will be provided during the volunteer and contractor orientation and training and the BOP Program Statements can be found on the internet at <http://www.bop.gov>.

The Contractor must comply with all laws and regulations applicable to this requirement.

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Program Operation: The Program is voluntary and offered to all eligible inmates. Participants will live together in a housing unit designated by the BOP. Inmates will participate in program components designed to foster personal growth in the program goal areas.

The BOP will provide custodial coverage in the housing unit and programming areas. The contractor will not participate in the selection process of BOP staff working in the unit. All plans, policies and procedures shall be developed by the contractor and submitted with the contractor's proposal. Upon acceptance and after award, these plans, policies, and procedures must not be modified without the CO's prior written acknowledgment via bilateral modifications.

The contractor must comply with the policies and procedures for establishment of a sexual abuse/assault program as contained in Program Statement (P. S.) 5324.06, Sexual Abuse/Assault Prevention and Intervention Program (4/27/2005).

Recruitment Strategy: The potential contractor shall have the capability of publicizing the availability of the Residential Re-Entry Program Bureau-wide in low and medium security, male and female institutions. Potential contractors must submit a detailed advertising strategy including how the program will be advertised in BOP facilities, criteria for selection, and any requirements (i.e., tests, surveys) that potential participants must complete before program consideration. The plan should include how the contractor's program will be advertised in a consistent and nondiscriminatory fashion at all applicable BOP facilities. Details such as the use of video and print media and on-site visits by the contractor's staff should be explained. All costs of advertising the program, identifying interested inmates, travel related to same and to evaluate applications are the contractor's responsibility and need to be included in the price of the proposal.

Applicant selection: The contractor must review all applications to determine which applicants meet (their) program criteria. Program selection criteria must comply with federal anti-discrimination laws.

Once the contractor has reviewed applications, they must be forwarded to a designated BOP employee who will review the applications for any Government concerns. The BOP reserves the right to reject any application forwarded by the contractor. The BOP will establish program criteria separate from the contractor to ensure that all participants comply with BOP policies. The BOP is responsible for all costs related to the designation and transfer of inmates.

BOP Program Selection Criteria:

- **Inmates must apply for the program voluntarily.**
- **Male inmates must be within 24 to 60 months of projected release date.**
- **Female inmates must be within 24 months to life of projected release date.**

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- **Inmates must not have a written deportation order.**
- **Inmates must receive a recommendation from one of the following sending institution departments: Chaplaincy, Education, Psychology, or Unit Team.**
- **Inmates must be approved by the sending institution's Associate Warden and Warden.**
- **Inmates may not be in *Financial Responsibility Program refuse* status.**
- **Inmates must be meeting or have met GED obligations.**
- **Inmates must have met ESL obligations.**
- **Inmates must be willing to be transferred to the Residential Re-Entry Program site designated for them by the BOP.**

Religious Accommodation: Inmates who choose and are accepted into a program containing religious perspectives or content must participate in all activities except:

1. They must be excused from program activities to attend worship services of their own faith traditions;
2. They must not be required to participate in religious ritual practices or creedal confessions inconsistent with their faith or practice and must not be penalized for opting out of same; and
3. They must not be prohibited from attending services different from that of their religious preference.

Community linkage: A key component of the Residential Re-Entry Program links the community with the offender in productive partnerships. There are two phases to these partnerships:

Residential phase - This phase shall last 18 months. The contractor will recruit and train individuals to function as personal mentors. This training will include elements on roles and expectations; mentor/inmate relationships; and the development of appropriate interpersonal family and other community contacts within the context of program guidelines. In addition, mentors attend the BOP four-hour volunteer training required of all Level II volunteers.

The mentor will meet with the participant at least monthly to:

- (a) Reflect on issues of personal struggle, wellness, and healing from a variety of perspectives.
- (b) Model appropriate social behaviors; and
- (c) Work with the participant in developing an appropriate action plan for maintaining life skills after release to the community or reentry into the inmate population.

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Post-release phase - This phase shall last six months after release from BOP incarceration; however, the cost shall be incurred during the residential phase. This phase establishes a partnership between the inmate participant and the community organization or support group at the release destination. This partnership will assist the inmate with healthy community reintegration upon release. The partnership will begin during the incarceration phase of the program and intensify as the inmate transitions back into the community.

For research purposes, completion of the program will be measured six months after release to the community. (Inmates with time remaining on their sentences at the end of the incarceration phase will be re-designated to an appropriate facility.) For those inmates expected to have completed their sentences at the conclusion of the incarceration phase, the contractor will initiate the post-release phase at the midway point in the incarceration phase. This will include making a verifiable connection between the participant and community organization or support group at their release destination. The contractor must develop a strategy for assisting continued mentor contacts with the inmate after program completion.

It is anticipated that once an inmate is released from BOP custody, the data received from program participants will decline. It is the responsibility of the contractor to ensure that a documented and verifiable connection has been made between the participant and the community organization or support group network.

Within the boundaries of BOP policy (i.e., Inmate Visiting, Use of Telephone, Standards of Employee Conduct), the contractor and volunteers will work with the inmate participants' families, as necessary, to enhance their ability to be a community support system. Any form of contact between contractor staff and families of participating inmates must include notification to the Warden, and memorandum documentation as required by the BOP's policy on Standards of Conduct Employee Conduct and Responsibility.

Measuring results: The BOP will provide for a data research assessment of all programs measuring rates of recidivism and re-arrests one to four years after release; employment; housing; mentor-matching; and other identified areas. All contractors will fully cooperate with the evaluation process to ensure the adequate collection of all data and participant follow-up information as well as aspects of program design necessary for successful evaluation.

Both the BOP and contractor will work closely with the researcher to measure the progress of inmate participants in the program. The Residential Re-Entry Program contractor will submit baseline measures as established by the researcher as well as other data or progress reports necessary to assist in the research component.

Any research conducted by the Residential Re-Entry Program contractor will be at its own expense. No appropriated funds will be used for the Residential Re-Entry Program contractor's independent research or for publications or promotional materials generated by the contractor for the overall promotion of its organization. The CO shall have total access to all research and be provided a copy of the final report prior to any publication.

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C. Schedule:

Staffing: The contractor must provide sufficient staffing to cover a rigorous schedule, including both daytime and evening programming during the week and on weekends for up to 130 inmates per pilot site. Normal staffing hours cannot be earlier than 8:00 AM nor later than 9:00 PM.

Bed space not occupied by programmed inmates will ordinarily be filled with general population inmates. Inmates accepted into the program who are not currently assigned to the program facility will be transferred to the program via normal BOP transfer procedures, normally within 60-90 days.

Programming: Contractors should submit with their proposals a draft schedule of programs and activities and staffing plan. Contractors will also submit with their proposal a detailed three month ramp-up schedule for the residential program. The contractor should demonstrate a program and staffing schedule which covers at least 40 program hours per week. All inmate participants will work half-days on an institution work detail assigned by appropriate institution staff. The BOP will provide all custodial and security services, and provide the inmates with food, clothing, medical care, and housing.

D. Supplies:

The contractor must provide all program supplies that are routinely needed. These supplies will normally include any materials needed to perform the services covered under this contract. All supplies entering the institution are subject to the search and approval of the administration of the institution.

To the extent available, the BOP will provide the contractor with office space, basic office furnishing (such as a desk, chair, computer, telephone, and file cabinet), and storage space for supplies.

E. Method of Instruction:

The contractor must develop and provide a curriculum that demonstrates consistency with program goals.

At a minimum, the contractor must recruit and hire (retain) instructors, counselors, mentors, and other staff, both contract and volunteer, necessary for the success of the program and consistent with section 702 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, and with 28 CFR 38.1(f). All program staff must attend the required four hour contractor training and be approved by the institution's administration to be a contractor or volunteer in the BOP. Attendance at these BOP contractor training sessions/meetings shall be at no additional cost to the Government.

The number and type of staff described in the contractor's staffing plan accepted in the resulting contract must be maintained as the minimally acceptable staff complement throughout the term

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of the contract. Any and all requests to reduce or increase staffing levels or staff utilization at the facility must be submitted in writing to the CO for approval.

F. MANAGEMENT:

COTR: The contract will be monitored by an Administrative Contracting Officer's Technical Representative (COTR) located at BOP Central Office in Washington, DC. Each participating institution shall have a Site COTR who will be responsible for monitoring contractor's performance and the day-to-day concerns/issues related to the program. The Administrative and Site COTRs reserve the right to observe the operation of the program at any time and without prior notice. The contractor will not be permitted to attend institution staff meetings, staff recalls, or Government training for institution staff on contract time or as a consideration of the contract.

Meetings and discipline: The contractor may attend team meetings, departmental meetings, or other meetings relating to services provided by terms of the contract. All meetings will be required and accomplished on contract time. Issues related to inmate cases and incarceration will be handled by the institution's unit management team. The contractor will not be involved in decisions regarding inmate discipline, but may be consulted to clarify issues related to a particular incident.

The contractor must attend one planning meeting each year with the BOP Administrative COTR and other BOP staff involved in the program. The site and date for these meetings will be determined at a later date. If necessary for the contractor to travel to a site other than that specified in the contract (i.e., Central Office), a modification to the contract shall be issued to cover these expenses, which shall be in accordance with the Federal Travel Regulations.

Removal authority: The contractor will have the authority to recommend removal of an inmate from the program if it can be documented to the Site COTR that a program failure has taken place. However, only designated BOP staff will have the authority to remove an inmate from the program, in consultation with the BOP staff assigned to the program. The contractor and the BOP will work together to establish criteria for removal consistent with existing BOP policy. In general, removal from the program will be carried out by the BOP when an inmate has used or possessed alcohol or drugs, been violent or threatened violence against staff or another inmate, committed a "100 level prohibited act" (see 28 CFR § 541.13, Table 3), or has failed to meet program goals for personal development as reflected in assignments, attendance, and the creation of a re-entry plan.

G. REPORTS:

The contractor will provide quarterly Progress Reports on the program's interim results throughout the duration of the contract. The BOP will provide an outline of the required reporting components including but not limited to Community Service Projects, mentoring component, and program modules completed and resources (e.g., staff, materials, etc.) used to

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support the program.

H. INSTITUTION SECURITY:

It is essential that all contractor personnel (employed, volunteers, or subcontracted) meet the highest standards of professionalism and personal integrity.

Contractors:

Before contractor personnel (staff and volunteers) enter on duty (EOD) at the facility, the contractor must ensure the following steps are completed for each applicant:

1. A pre-employment interview;
2. Law enforcement agency checks covering the past five years;
3. Employment vouchering for the past five years;
4. Employment Eligibility Verification (DOJ-INS form I-9);
5. Credit Check. (For employment purposes as described in the Fair Credit Reporting Act);
6. FBI Name and Fingerprint forms;
7. National Crime Information Center (NCIC) check;
8. National Law Enforcement Telecommunications System (NLETS) check;
9. Conditional Offer of Employment;
10. Urinalysis;
11. Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants receiving conditional offer;
12. Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved equivalent); and
13. Notify Site COTR of schedule for EOD and Limited Background Investigation (LBI) initiation.

Contractor responsibilities after EOD:

14. Notification to Site COTR of actual EOD within 24 hours;
15. Receipt and review of LBI report; and
16. Notification to Site COTR of decision regarding employment.

The contractor must fingerprint all applicants using BOP-supplied forms, and ensure that completed fingerprint forms and the SF 85P and 85 P-S with original signatures and dates are submitted to the Site COTR for each applicant offered conditional employment. The BOP will initiate the National Agency Check, which includes the FBI name and fingerprint check. The BOP will ordinarily advise the Warden or designee of the results of name and fingerprint checks within 90 working days of submission to the FBI. The contractor must complete Steps 1-6 on each prospective employee before submitting information required by Steps 7 and 8 to the Site COTR for completion.

The Warden or designee of the facility must be the liaison between contractor and BOP for data processing required for the BOP to conduct NCIC/NLETS, name and fingerprint checks. The

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following information must be provided for each on-site applicant, including subcontractor personnel: full name (with aliases, maiden name if applicable, or other names used); date of birth; gender; place of birth; social security number; and race. The Warden or designee must include with this information a written certification that Steps 1 - 6 above have been accomplished with satisfactory results for each applicant.

The BOP may require additional information to process NCIC/NLETS and name checks. Therefore, the contractor's employment application document must contain information regarding: applicant height; weight; eye and hair color, markings, scars and tattoos; citizenship; driver's license number and state of issue; and current address.

The contractor must keep the BOP apprised of the volume of applicants. The BOP will ordinarily advise the Warden or designee of the results of applicant NCIC/NLETS checks within seven working days following receipt of accurate NCIC/NLETS data from the contractor.

Based on the Warden's certification and the results of the NCIC/NLETS, the BOP will grant conditional approval for the applicant to work under the terms of this contract. On receipt of this approval, the contractor may grant the applicant a conditional offer of employment. The contractor must provide the Site COTR with advance written notification of an employee's scheduled EOD and must notify the Site COTR in the event of any subsequent changes.

All applicants who are offered conditional employment by the contractor must be subject to urinalysis testing in accordance with P. S. 3735.04, Drug Free Workplace, Section 13. If the test is positive, the applicant is prohibited from working with Federal inmates. All applicants who have been offered conditional employment by the contractor must complete the SF 85P, Questionnaire for Public Trust Positions or approved equivalent. The information on the contractor developed form will become part of the background investigation for these selected positions.

The contractor must ensure that a LBI check is requested and all appropriate information received by the contractor-designated entity responsible for completing the LBI before an employee's EOD.

Within one year of each on-site employee's EOD, the contractor must review, identify and resolve derogatory information on the LBI results using the BOP's Adjudication Standards for Resolving Limited Background Investigations and Periodic Re-investigations. The contractor must make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the Site COTR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames may be requested from the Administrative COTR on a case-by-case basis.

The contractor's determination to retain an employee must be in writing and forwarded to the Warden and Site COTR with copies of the information obtained in Steps 1 - 5, 12, and 15. There may be occasions where derogatory information in the employee's LBI is defined as

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unacceptable by the Adjudication Standards, but the contractor still desires to retain the employee. In these cases, the contractor must submit a written request for waiver of the Acceptability Standards to the Site COTR which includes the details and circumstances surrounding the employee's behavior and the reason(s) why the employee should be retained. The Administrative COTR will be provided all documentation.

The BOP will be the final approval authority for all contractor staff who work with Federal inmates under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation, or correctional authority may be employed. Persons with previous misdemeanor criminal convictions or felony conviction, who are under supervision, may be considered for employment; however, the BOP must approve all such cases. The BOP must give consideration to such factors as criminal history, time elapsed since conviction(s), and subsequent adjustment in the community.

The contractor must ensure all employees are reinvestigated periodically. Employees will be required to complete required investigative forms and fingerprint cards for submission to the BOP. The BOP will initiate the National Agency Check, which includes the name and fingerprint checks. Upon receipt, review, and resolution of any derogatory information contained in the reinvestigation report, the Warden must forward to the Site COTR a written determination regarding the employee's continued employment under this contract. A copy of the reinvestigation report must be attached to the Warden's written request.

Should the facility staff turnover rate exceed an acceptable level as determined by the Site COTR, or repetitive NCIC/NLETS or fingerprint checks are necessary due to contractor error, the actual cost of processing the NCIC/NLETS, name and fingerprint checks may be withheld from the amounts due the contractor.

All personnel files must be available to the Site COTR upon request. Personnel files, including background checks, must be maintained for the duration of the contract. The contractor must maintain verification of training and experience which must include credentials for all professional staff. All credentials must be kept current and maintained for the duration of the individual's performance under the contract. Personnel requirements of the contractor must be conveyed to all on-site subcontractor personnel and volunteers.

All individuals entering an institution are subject to random searches.

Computer network: Identified key personnel employed by the contractor will have controlled and limited access to the BOP's computer network for the purposes of research and communication. These individuals must clear the required background investigations to access these resources. The BOP will cover the cost for all background investigations for individuals employed by the contractor and contractor volunteers.

Visiting/Advocacy: The contractor, and any personnel, contract or volunteer, working in the program cannot be on the social visiting list of any BOP inmate and may not act as any individual inmate's advocate.

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NARA: The contractor must comply with all statutes, regulations and guidelines from the National Archives and Records Administration (NARA). Records and information management functions are required and mandated by the following regulations: 44 U.S.C. 21, 29, 31, and 33; 36 CFR 121; 41 CFR 201 subchapters A and B; OMB Circular 1-130; and DOJ Order 2710.8C, Removal and Maintenance Of and Access to Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records is addressed in 18 U.S.C. 2071, 793, 794, and 7989.

File Maintenance: Program-related materials, including inmate information, counseling files, progress reports, and any other documents related to an inmate's participation in the program, are to be prepared and maintained in accordance with the BOP format. Such materials cannot be removed from the institution without the permission of the Warden. The contractor must comply with the Privacy Act of 1974, (5 U.S.C. 552a) and 28 CFR, Parts 16 and 513, and inmates must sign appropriate release forms before personal information, including photographs, can be used by the contractor or the BOP for the promotion or advertising of the program.

Inmate Records: Within the boundaries of applicable law, contractors will have the ability to access all inmate records necessary for administering program functions. The contractor must comply with the BOP's Release of Information policy, which restricts distribution of certain BOP records, e.g., pre-sentence investigation report, Sensitive But Unclassified (SBU) policies, etc. Policy and procedures must be developed.

Indemnification: The contractor must protect, defend, indemnify, save and hold harmless the United States Government, the BOP, and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments, and liability arising out of, or in connection with, any acts or omissions of the contractor, its agents, subcontractors, employees, volunteers, assignees or any for whom the contractor may be responsible.

The contractor must also be liable for any and all costs, expenses, and attorney fees incurred as a result of such claim, demand, cause of action, judgment, or liability, including those costs, expenses and attorneys fees incurred by the United States Government, the BOP, and its employees or agents.

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

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

Litigation: The contractor must be responsible for their litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO must be notified in writing of all litigation pertaining to this contract and provided copies of any

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pleadings filed in said litigation within five working days of the filing. The contractor must cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

Criminal activity related to the performance of the contract: The contractor must report all suspected criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency (e.g., BOP, Federal Bureau of Investigation, United States Marshals Services, state and local authorities).

The contractor must immediately report all serious incidents (e. g., assaults, fires, escapes, suicide attempts, deaths, sexual assaults) to the nearest BOP staff member. The contractor should also report the incident to the CO as soon as possible after the incident occurs. Immediately following the CO notification, the contractor must document in writing an account of the incident in memorandum format, directed to the CO, and including all relevant details.

The Government may investigate any incident pertaining to performance of this contract. The contractor must cooperate with the Government in all such investigations.

I. Nature of Conditions

(a) **WORK HOURS:** Normal work hours begin at 8:00 AM and shall not last longer than 9:00 PM, excluding Federal holidays. The program schedule is to be based on a normal 40 program hour work week. Work hours and work days may only be altered with advance approval of the Administrative COTR and the Contracting Officer. This approval must be requested, by the Contractor, at least seventy-two (72) hours in advance of the proposed change.

NOTE: Access to the site will be available during normal working hours except during institutional emergencies and inclement weather (i.e., fog). It shall be the responsibility of the contractor to familiarize himself, his employees, and his subcontractors with the working hours and conditions in the correctional facility, as the working hours may not constitute a full eight-hour work day. The Government assumes no responsibility to the contractor nor to any of his subcontractors for shorter hours due to institutional emergencies, inclement weather, or entry and/or exit of workers necessitated by normal institutional routines. The procedures and institutional entrance/exit routines applicable to this program will be explained at the pre-proposal conference.

(b) **USE OF PREMISES:** The contractor shall limit the storage of materials and his apparatus, and the operation of his staff and volunteers to areas prescribed by law, ordinances, permits, or directions of the Site COTR and the Contracting Officer, and shall not unreasonably encumber the premises with his materials.

(c) **CONTRABAND:** The contractor shall inform his employees that intoxicating beverages, drugs, weapons, etc., will not be allowed on the site. Introduction of contraband shall be subject to criminal prosecution under Title 18, U. S. C. 1791.

ATTACHMENT II

(d) **RANDOM SEARCHES:** All individual entering an institution will be subject to random searches.

J. Required Insurance

- (1) **Workers Compensation and Employers Liability:** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000.00 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers [FAR 28.307-2(a)].
- (2) **Comprehensive General Liability:** Contractors are required to carry bodily injury liability insurance coverage written on the comprehensive form of policy of \$500,000 per accident or occurrence [FAR 28.307-2(b)].

K. Nonpersonal Services Contract

- (1) The service is a contractual arrangement and not a personnel appointment;
- (2) Payment is based on an end product or the accomplishment of a specific result;
- (3) The service does not constitute an employer/employee relationship; and
- (4) The contractor will not be subject to Government supervision, except for security related matters. However, contractor performance shall be monitored.

L. Confidentiality and Non-Disclosure

- (1) The contractor shall agree that all deliverables and associated working papers and other material which have been generated by the contractor in the performance of this contract are confidential and shall not be disclosed.
- (2) The Administrative COTR shall be the sole authorized official to release verbally or in writing the draft deliverables, the final deliverables or any other written or printed materials pertaining to this project. The contractor shall release no information. Any request for information relating to this contract presented to the contractor must be submitted to the Administrative COTR for response.

ATTACHMENT III

BUSINESS MANAGEMENT QUESTIONNAIRE

(a) Provide the work distribution, by percentage, among commercial contracts and Government contracts (including prime and subcontracts).

Commercial: _____ percent Government: _____ percent

(b) List the last three contracts awarded to your firm which are of a related nature, indicating for each the following:

(1) (a) Customer & Address: _____

(Phone) _____

(b) Contract Number: _____
(c) Person to Contract: _____
(Phone) _____
(d) Type of Work: _____
(e) Amount of Contract: \$ _____
(f) Contract Status: Active Complete

(2) (a) Customer & Address: _____

(Phone) _____

(b) Contract Number: _____
(c) Person to Contract: _____
(Phone) _____
(d) Type of Work: _____
(e) Amount of Contract: \$ _____
(f) Contract Status: Active Complete

(3) (a) Customer & Address: _____

(Phone) _____

(b) Contract Number: _____
(c) Person to Contract: _____
(Phone) _____
(d) Type of Work: _____

ATTACHMENT III

(e) Amount of Contract: \$ _____

(f) Contract Status: [] Active [] Complete

(4) Bank Reference:

(a) Name of Bank: _____

(b) Address: _____

(Phone) _____

(c) Person to Contact: _____

(Phone) _____

(5) Total estimated amount of work under this contract that your firm will complete (excluding subcontractors): _____ percent

(6) Please provide your DUNS (Data Universal Numbering System) number/

(7) If applicable, please provide your Parent Company's DUNS number.

(8) Please provide your Tax Identification Number (TIN)

ATTACHMENT IV

PAST PERFORMANCE QUESTIONNAIRE

I. Reference Identification

- A. Name of Reference/Activity
Include point of contact
Phone #/Fax #/Address

II. CONTRACT IDENTIFICATION

- A. Contractor
- B. Contract Number
- C. Contract Type
- Competitive Yes No
- Follow-On Yes No

- D. Period of Performance

- E. Estimated Contract Total
_____ (Including all option periods)

- F. Description of
Supplies Provided:

- G. Geographic Distribution
of Services Under This
Contract, (i.e., Local,
Nationwide, Worldwide) _____

- H. Number of Locations
serviced by this
Contract _____

III. EVALUATION

Below are listed specific questions relating to the following four categories for contractor performance: quality, timeliness, business relations, and customer satisfaction. Please provide an adjectival rating for the contractor for each question. There is a comment section provided below each question. Please document notable strengths or weakness for each question.

GREEN - Acceptable: Contractor's performance meets or exceeds the contract's minimum requirements.

ATTACHMENT IV

RED - Unacceptable: Contractor's performance did not meet all or failed to meet the contract's minimum requirements.

A. QUALITY OF PRODUCT OR SERVICE

1. Did the contractor comply with the specific contract requirements and commit adequate resources in a timely fashion to the contract?

_____ Acceptable _____ Unacceptable

Comment:

2. Did the contractor respond to technical directions, quality improvement recommendations, contract change orders, etc.?

_____ Acceptable _____ Unacceptable

Comment:

B. TIMELINESS OF PERFORMANCE

1. Did the contractor adhere to contract delivery of performance schedules?

_____ Acceptable _____ Unacceptable

Comment:

2. Did the contractor meet the response times in the contract?

_____ Acceptable _____ Unacceptable

Comment:

C. BUSINESS RELATIONS

1. Was the contractor able to solve contract performance problems without extensive guidance from Government/Company counterparts (COTR)?

_____ Acceptable _____ Unacceptable

Comment:

ATTACHMENT IV

2. Was the contractor effective in interfacing with Government/Company staff?

_____Acceptable _____Unacceptable

Comment:

D. CUSTOMER SATISFACTION

1. Are there any pending partial or complete terminations associated with this contract?

_____Acceptable _____Unacceptable

Comment:

2. Would you recommend this contractor for the award of additional contracts?

_____Acceptable _____Unacceptable

Comment:

NARRATIVE SUMMARY

Use this section to explain additional information not included above.