AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE 1	OF PAGES 66
2. AMENDMENT/MODIFICATION NUMBER 0011	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)

6. ISSUED BY CODE BRRC
Federal Bureau of Prisons
Acquisitions Branch/RRC
320 First ST NW, 2nd Floor
WASHINGTON, DC 20534

Tana Jankowiak
(O) 202-734-8629
tjankowiak@bop.gov

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, country, state and ZIP Code)*

CODE | FACILITY CODE

(X) X — 9A. AMENDMENT OF SOLICITATION NUMBER: 15BRRC25R00000018
9B. DATED *(SEE ITEM 11)*: 02/28/2025
10A. MODIFICATION OF CONTRACT/ORDER NUMBER
10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] 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 __1__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.
X	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, [X] is required to sign this document and return __1__ copies to the issuing office.

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

This amendment is being issued to incorporate several necessary updates to the solicitation documents to ensure accuracy, completeness, and alignment with current program requirements. The following sections and attachments have been revised:

1. Section B – Supplies or Services and Prices/Costs Updated
2. Attachment 11 – Subcontracting Plan Updated
3. Clauses & Provisions Updated

THIS AMENDMENT EXTENDS THE SOLICITATION CLOSING DATE/TIME TO: 09/18/2026 - 14:00 ET US/Eastern

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)* Tana Jankowiak	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By //S// *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/19/2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Table of Contents

Section B - Supplies or Services and Prices/Costs

RRC services for males only, with facility to be located in the Washington, DC area, within either: the city limits of Washington, DC; Montgomery; Prince George's County, MD; Arlington, or Fairfax County, VA. Home Confinement radius is within 150-mile.

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 1: Fixed monthly rate for the Average Daily Population (ADP) of 120 or less (ADP 43,800 or less) male Federal Offenders. Guaranteed Minimum: 43,800 ADP Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$________________
0002	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 2: In-house RRC inmate day rate for ADP (43,801-65,700) of 121-180 male Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0003	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 3: In-house RRC inmate day rate for ADP (65,701-87,600) of 181-240 male Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0004	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 4: In-house RRC inmate day rate for ADP (87,601-109,500 or more) of 241 or more male Federal offenders. Estimated Maximum (E.M.) 300 / E.M. ADP: 109,500. Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0005	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 1: Fixed monthly rate for Home Confinement placement of 60 or less male Federal offenders. Guaranteed Minimum ADP: 21,900. Base Period: Start Date of Performance through 12 months	Previous : 12 Change: 0	MO	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: G004	Current : 12			
0006	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 2: Home Confinement placement day rate for ADP (21,901-32.850) of 61-90 male Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0007	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 3: Home Confinement placement day rate for ADP (32,851-43,800) of 91-120 male Federal offenders. Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0008	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 4: Home Confinement placement day rate for ADP (43,801-54,750 or more) of 121 or more male Federal offenders. Estimated Maximum (E.M.) 150 / E.M. ADP: 54,750. Base Period: Start Date of Performance through 12 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0009	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 1: Fixed monthly rate for the Average Daily Population (ADP) of 120 or less male Federal Offenders (ADP: 43,800 or less) Option Year 1: 13 through 24 months PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$__________________
0010	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 2: In-house RRC inmate day rate for ADP (43,801-65,700) of 121-180 male Federal offenders. Option Year 1: 13 through 24 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0011	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 3: In-house RRC inmate day rate for ADP (65,701-87,600) of 181-240 male Federal offenders. Option Year 1: 13 through 24 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 4: In-house RRC inmate day rate for ADP (87,601-109,500 or more) of 241 or more male Federal offenders. Estimated Maximum ADP: 109,500. Option Year 1: 13 through 24 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 1: Fixed monthly rate for Home Confinement placement of 60 or less (ADP 21,900 or less) male Federal offenders. Option Year 1: 13 through 24 months PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 2: Home Confinement placement day rate for ADP (21,901-32,850) of 61-90 male Federal offenders. Option Year 1: 13 through 24 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 3: Home Confinement placement day rate for ADP (32,851-43,800) of 91-120 male Federal offenders. Option Year 1: 13 through 24 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 4: Home Confinement placement day rate for ADP (43,801-54,750 or more) of 121 or more male Federal offenders. Estimated Maximum ADP: 54,750. Option Year 1: 13 through 24 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 1: Fixed monthly rate for the Average Daily Population (ADP) of 120 or less (ADP 43,800 or less) male Federal Offenders. Option Year 2: 25 through 36 months PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia.	Previous : 1 Change: 0	DY	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Tier 2: In-house RRC inmate day rate for ADP (43,801-65,700) of 121-180 male Federal offenders Option Year 2: 25 through 36 months PSC: G004	Current : 1			
0019	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 3: In-house RRC inmate day rate for ADP (65,701-87,600) of 181-240 male Federal offenders. Option Year 2: 25 through 36 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0020	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 4: In-house RRC inmate day rate for ADP (87,601-109,500 or more) of 241 or more male Federal offenders. Estimated Maximum ADP: 109,500. Option Year 2: 25 through 36 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0021	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 1: Fixed monthly rate for Home Confinement placement of 60 or less male Federal offenders (ADP: 21,900 or less). Option Year 2: 25 through 36 months PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$________________
0022	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 2: Home Confinement placement day rate for ADP (21,901-32,850) of 61-90 male Federal offenders. Option Year 2: 25 through 36 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0023	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 3: Home Confinement placement day rate for ADP (32,851-43,800) of 91-120 male Federal offenders. Option Year 2: 25 through 36 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
0024	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 4: Home Confinement placement day rate for ADP (43,801-54,750 or more) of 121 or more male Federal offenders. Estimated Maximum ADP: 54,750. Option Year 2: 25 through 36 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 2: In-house RRC inmate day rate for ADP (43,801-65,700) of 121-180 male Federal offenders. Option Year 3: 37 through 48 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 1: Fixed monthly rate for Home Confinement placement of 60 or less male Federal offenders (ADP: 21,900 or less). Option Year 3: 37 through 48 months PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$__________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 2: Home Confinement placement day rate for ADP (21,901-32,850) of 61-90 male Federal offenders. Option Year 3: 37 through 48 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 3: Home Confinement placement day rate for ADP (32,851-43,800) of 91-120 male Federal offenders. Option Year 3: 37 through 48 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$_________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 4: Home Confinement placement day rate for ADP (43,801-54,750 or more) of 121 or more male Federal offenders. Estimated Maximum ADP: 54,750. Option Year 3: 37 through 48 months PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$_________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 1: Fixed monthly rate for the Average Daily Population (ADP) of 120 or less (ADP 43,920 or less) male Federal Offenders. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$_________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 2: In-house RRC inmate day rate for ADP (43,921-66,246) of 121-180 male Federal offenders. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$_________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 3: In-house RRC inmate day rate for ADP (66,247-87,840) of 181-240 male Federal offenders. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$_________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 4: In-house RRC inmate day rate for ADP (87,841-109,800 or more) of 241 or more male Federal offenders. Estimated Maximum ADP: 109,800. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$_________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 1: Fixed monthly rate for Home Confinement placement of 60 or less male Federal offenders (ADP: 21,960 or less). Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 12 Change: 0 Current : 12	MO	$________	$________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 2: Home Confinement placement day rate for ADP (21,961-32,940) of 61-90 male Federal offenders. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 3: Home Confinement placement day rate for ADP (32,941-43,920) of 91-120 male Federal offenders. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 4: Home Confinement placement day rate for ADP (43,920-54,900 or more) of 121 or more male Federal offenders. Estimated Maximum ADP: 54,900. Option Year 4: 49 through 60 months (Leap Year) PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 1: Fixed monthly rate for the Average Daily Population (ADP) of 120 or less (ADP 22,080 or less) male Federal Offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 6 Change: 0 Current : 6	MO	$________	$________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 2: In-house RRC inmate day rate for ADP (22,081-33,120) of 121-180 male Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$________________
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 3: In-house RRC inmate day rate for ADP (33,121-44,160) of 181-240 male Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0044	RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Tier 4: In-house RRC inmate day rate for ADP (44,161-55,200 or more) of 241 or more male Federal offenders. Estimated Maximum ADP: 55,200. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0045	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 1: Fixed monthly rate for Home Confinement placement of 60 or less male Federal offenders (ADP: 11,040 or less). In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 6 Change: 0 Current : 6	MO	$________	$__________________
0046	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 2: Home Confinement placement day rate for ADP (11,041-16,560) of 61-90 male Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0047	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 3: Home Confinement placement day rate for ADP (16,561-22,080) of 91-120 male Federal offenders. In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Previous : 1 Change: 0 Current : 1	DY	$________	$__________________
0048	To provide Home Confinement services for male only within 150 miles of RRC facility. Tier 4: Home Confinement placement day rate for ADP (22,081-27,600 or more) of 121 or more male Federal offenders. Estimated Maximum ADP: 27,600.	Previous : 1 Change: 0	DY	$________	$__________________

	In accordance with FAR 52.217-8, the Government may exercise an option to extend the performance of services for up to six months. This line item may be used anytime during the life of the contract, not to exceed six months. PSC: G004	Current : 1			

Clauses By Full Text

B.1 Services and Prices/Costs

Contractor shall provide Residential Reentry Center (RRC) In-House for male only services and Home Confinement Services (for Home Confinement placements) for male Federal offenders held under the authority of various United States Statutes that the facility to be located in the Washington, DC area, within either: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Home Confinement radius is within 150 miles of 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 120 or less male Federal offenders
2. Inmate day rate when the in-house ADP is 121-180 male Federal offenders
3. Inmate day rate when the in-house ADP is 181-240 male Federal offenders
4. Inmate day rate when the in-house ADP is 241 or more male Federal offenders

5. Monthly rate when the home confinement ADP is 60 or less male Federal offenders
6. Inmate day rate when the home confinement ADP is 61-90 male Federal offenders
7. Inmate day rate when the home confinement ADP is 91-120 male Federal offenders
8. Inmate day rate when the home confinement ADP is 121 or more male Federal offenders

During the months when the ADP does not exceed 120 in-house Federal offenders or 60 home confinement placements, Contractor shall invoice at the defined monthly rate. If the ADP for a month exceeds 120 in-house Federal offenders or 60 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. In-House Furloughs shall be counted towards the RRC ADP, not the Home Confinement ADP, and shall be billed at the home confinement rate. When the home confinement rate falls in Fixed Monthly rate, NO payment will be made for those furloughs.

The Government reserves the right to award without negotiations 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 male offenders only. For in-house RRC services, the contractor shall ensure total 300 beds are available for males. Home Confinement services estimated maximum is 150 (male only) 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 120 in-house male Federal offenders or 60 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 120 in-house male Federal offenders or 60 home confinement placements for male only.

Funds are not presently available for this solicitation. No award will be made under this solicitation until funds are made available and confirmed in writing by the contracting officer. The Government reserves the right to cancel this solicitation at any time, either before or after the closing date. In the event of cancellation, the Government shall have no obligation to reimburse any offeror for any costs incurred in connection with the preparation or submission of its proposal.

[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.

C.2 System Updates Notice

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities tocomplete representations based on provisions that are not included in agency solicitations, including:

- 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representation, and
- paragraph (t) of 52.212-3, Offeror Representations and Certifications - Commercial Products and CommercialServices.

Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update theirentity registration to remove these representations in SAM.

- 52.222-25, Affirmative Action Compliance, and
- 52.212-3, Offeror Representations and Certifications - Commercial Products and Commercial Services,paragraph (d).

Contracting officers will not consider these representations when making award decisions or enforce requirements.Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.
[END OF SECTION]

Section D - Packaging and Marking

No Clauses

Section E - Inspection and Acceptance

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

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

Clauses By Full Text

E.1 RRC Place of Acceptance

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

E.2 RRC Performance Summary Table

Please see the attachment "Performance Summary Table".

[END OF SECTION]

Section F - Deliveries and Performance

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.242-15	Stop-Work Order (Aug 1989)	

Clauses By Full Text

F.1 RRC Deliveries

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

F.2 RRC Performance

a. The Contractor's facility must be fully operational and ready for performance to begin **within 240 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 performance through 12 months
Option Year 1: 13 months through 24 months
Option Year 2: 25 months through 36 months
Option Year 3: 37 months through 48 months

Option Year 4: 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 RRC Place of Performance

a. The Place of Performance for RRC In-House services for males only, with the facility located within one of the following areas: the city limits of Washington, DC; Montgomery County, Maryland; Prince George's County, Maryland; Arlington County, Virginia; or Fairfax County, Virginia. Home Confinement radius is within 150 miles of 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

2852.201-70 Contracting Officer's Representative (COR) (NOV 2020)

a. Mr./Ms. The Residential Reentry Manager of Baltimore-Washington Residential Reentry Office , 400 First Street, NW, 5th Floor, Washington, DC 20534 , 202-598-6692 , is hereby designated to act as Contracting Officer's Representative (COR) under this contract , for the period of base year and all options (specify the performance period of the contract that the designation covers).

b. Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term “technical direction” includes, without limitation, the following:

(i) Receiving all deliverables;
(ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;
(iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;
(iv) Evaluating performance of the Contractor; and
(v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

c. The COR does not have the authority to issue direction that:

(i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.
(ii) Constitutes a change as defined in the clause entitled “Changes” or other similar contract term.
(iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;
(iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/scope of work of the contract;
(v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;
(vi) Interferes with the contractor's right to perform under the terms and conditions of the contract;

(vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.

d. The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.

e. Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the “Disputes” clause and/or other similar contract term.

f. COR authority is not re-delegable.

(End of Clause)

G.1 RRC Contracting Officer's Representative

a. The local Residential Reentry Manager (RRM), or his successor, is designated as the Contracting Officer's Representative.

b. The COR is responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:

1) Directions to the contractor which re-direct the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work.
2) Supply information to the Contractor which assists in the interpretation of technical portions of the Statement of Work.
3) Review, inspect, and accept reports and information to be provided by the Contractor to the Government under the contract.
4) Evaluate the performance and certify all invoices for payment.

c. Technical direction must be within the general scope of work stated in the contract. The COR does not have authority to, and may not issue, any direction which:

1) Constitutes an assignment of additional work outside the general scope of the contract.
2) Constitutes a change as defined in the contract clause entitled "Changes".
3) Change any of the expressed terms, conditions, fixed price, or time for contract performance. Any such revisions shall be authorized in writing only by the Contracting Officer.

d. In the event the COR desires a change to the contract within one or more of the categories as defined in (1) through (3) of paragraph (b), he must direct such request to the Contracting Officer. The Contracting Officer will handle such request within applicable laws and regulations.

e. During the term of the contract, the Contracting Officer, or his successor, shall administer the contract on behalf of the Government. Technical matters which cannot be resolved by the Contractor and the COR as well as other contractual difficulties, are to be brought to his immediate attention. The Contracting Officer may be reached at the address and telephone number shown on the SF33, block 10.

G.2 RRC 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 RRC Billing Procedure

a. The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice. 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. If the ADP is not a whole number (e.g., 45.01 to 45.99), the Contractor will round up to the next whole number (e.g., 46). For months when the ADP does not exceed 120 in-house RRC beds or 60 home confinement placements, the Contractor shall invoice at the fixed monthly rate(s) specified in the Schedule. For months when the ADP exceeds 120 in-house RRC beds or 60 home confinement placements, the Contractor shall invoice for the number of mandays utilized at the inmate daily rate specified for the applicable tier. For billing purposes, home confinement and furloughs are each considered one manday. In-House Furloughs shall count towards the RRC ADP and not the home confinement ADP, and shall be billed at the home confinement rate.

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
Baltimore Residential Reentry Office
400 First Street, NW, 5th Floor
Washington, DC 20534
Email: CBR-CommCorr-S@bop.gov

G.4 RRC 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 RRC 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 30th for the period ending September 30th. A separate report is also due within 30 days after contract completion. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

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

G.6 RRC CPARS Contractor Evaluation Factors and Rating Descriptions

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR RFO 42.302. Contract monitoring reports will be prepared by the Contacting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR RFO 42.1101 and 42.1102, *Agencies must monitor their compliance with the past performance evaluation requirements (see 42.1102) and use the Contractor Performance Assessment Reporting System (CPARS) metric tools to measure the quality and timely reporting of past performance information. CPARS is the official source for past performance information.* The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website addresswebptsmh@navy.mil when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

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 makeup 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 DETENTION
How effective has the contractor been in ensuring that all residents are appropriately referred and placed on home detention as soon as eligible and appropriate? How well does the contractor administer the home detention program? Has the contractor ensured that offenders are accurately accounted for while on home detention? 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 Detention 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 CPAR 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 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/Bureau 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

BOP DOJ-05 DEVIATION BOP-05 Security of Department Information and Systems (January 2025)

The vendor is required to complete Attachment FBOP ATU Vendor Attestation , *Federal Bureau of Prisons Vendor Cybersecurity Attestation Form,* addressing the security measures they rely upon to protect any DOJ Information and/ or DOJ Information Systems for which they come into contact within the course of performing services under contract/ agreement with DOJ.

The vendor shall submit the *Federal Bureau of Prisons Vendor Cybersecurity Attestation Form*, along with supporting documentation, at the time of solicitation response, annually, and when significant changes to the provided services, operating environment, or data processed occur.

H.1 RRC 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 RRC Contract Performance

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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 5, 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 RRC   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) An 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 sac-red text, or the opportunity to worship. Unless specifically requested in the solicitation, such services should not be included as part of a proposal and will not be considered in the evaluation process.

[END OF SECTION]

Section I - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	

Clause	Title	Fill-ins (if applicable)
52.204-10 (DEV)	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(DEVIATION NOV 2025)	
52.204-13 (DEV)	System for Award Management-Maintenance (Oct 2018) (DEVIATION NOV 2025)	
52.204-15 (DEV)	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (DEVIATION NOV 2025)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.209-6 (DEV)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION NOV 2025)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
52.209-10 (DEV)	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) (DEVIATION NOV 2025)	
52.210-1	Market Research (Nov 2021)	
52.215-2 (DEV)	Audit and Records-Negotiation (Jun 2020) (DEVIATION DEC 2025)	
52.215-8 (DEV)	Order of Precedence - Uniform Contract Format (Oct 1997) (DEVIATION DEC 2025)	
52.215-11 (DEV)	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (Jun 2020) (DEVIATION DEC 2025)	
52.215-13 (DEV)	Subcontractor Certified Cost or Pricing Data-Modifications (Jun 2020) (DEVIATION DEC 2025)	
52.215-15 (DEV)	Pension Adjustments and Asset Reversions (Oct 2010) (DEVIATION DEC 2010)	
52.215-18 (DEV)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005) (DEVIATION DEC 2025)	

Clause	Title	Fill-ins (if applicable)
52.215-21 (DEV)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021) (DEVIATION DEC 2025)	
52.219-8 (DEV)	Utilization of Small Business Concerns (Jan 2025) (DEVIATION DEC 2025)	
52.219-9 Alt II (DEV)	Small Business Subcontracting Plan (Jan 2025) - Alternate II (Nov 2016) (DEVIATION DEC 2025)	
52.219-16 (DEV)	Liquidated Damages-Subcontracting Plan (Sep 2021) (DEVIATION DEC 2025)	
52.219-28 (DEV)	Postaward Small Business Program Rerepresentation (Jan 2025) (DEVIATION DEC 2025)	(g)(1) NAICS Code: "623990"
52.222-1 (DEV)	Notice to the Government of Labor Disputes (Feb 1997) (DEVIATION DEC 2025)	
52.222-3 (DEV)	Convict Labor (June 2003) (DEVIATION DEC 2025)	
52.222-4 (DEV)	Contract Work Hours and Safety Standards--Overtime Compensation (May 2018) (DEVIATION DEC 2025)	
52.222-35 (DEV)	Equal Opportunity for Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-36 (DEV)	Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION DEC 2025)	
52.222-37 (DEV)	Employment Reports on Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-40 (DEV)	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (DEVIATION DEC 2025)	
52.222-41 (DEV)	Service Contract Labor Standards (Aug 2018) (DEVIATION DEC 2025)	
52.222-43 (DEV)	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (DEVIATION DEC 2025)	

Clause	Title	Fill-ins (if applicable)
52.222-50 (DEV)	Combating Trafficking in Persons (Oct 2025) (DEVIATION DEC 2025)	
52.222-54 (DEV)	Employment Eligibility Verification (Jan 2025) (DEVIATION DEC 2025)	
52.222-55 (DEV)	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (DEVIATION DEC 2025)	
52.222-62 (DEV)	Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION DEC 2025)	
52.224-1	Privacy Act Notification (Apr 1984)	
52.224-2	Privacy Act (Apr 1984)	
52.224-3	Privacy Training (Jan 2017)	
52.226-7	Drug-Free Workplace (May 2024)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.229-3 (DEV)	Federal, State, And Local Taxes (Feb 2013) (DEVIATION AUG 2025)	
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts For Prompt Payment (Feb 2002)	
52.232-9	Limitation on Withholding of Payments (Apr 1984)	
52.232-11	Extras (Apr 1984)	
52.232-17	Interest (May 2014)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-23	Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	

Clause	Title	Fill-ins (if applicable)
52.233-1 Alt I (DEV)	Disputes (May 2014) - Alternate I (Dec 1991) (DEVIATION NOV 2025)	
52.233-3 (DEV)	Protest after Award (Aug 1996) (DEVIATION NOV 2025)	
52.233-4 (DEV)	Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION NOV 2025)	
52.237-3	Continuity of Services (Jan 1991)	
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)	
52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
52.242-13	Bankruptcy (July 1995)	
52.243-1 Alt I (DEV)	Changes-Fixed-Price (Aug 1987) - Alternate I (Apr 1984) (DEVIATION JUL 2025)	
52.244-2	Subcontracts (Jun 2020)	
52.244-6 (DEV)	Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION APR 2026)	
52.246-25	Limitation of Liability-Services (Feb 1997)	
52.248-1	Value Engineering (Jun 2020)	
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
52.253-1 (DEV)	Computer Generated Forms (Jan 1991) (DEVIATION NOV 2025)	

Clauses By Full Text

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov

____

____

[Insert one or more Internet addresses]

(End of clause)

52.203-14 Display of Hotline Poster(s) (Nov 2021)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--
(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	*Obtain from*
Fraud Hotline Poster	Office of the Inspector General, Fraud Detection Office Attn: Poster Request, 1300 N. 17th St., Ste 3200, Arlington, VA 22209

(*Contracting Officer shall insert-*
(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract--
(1) Is for the acquisition of a commercial product or commercial service; or
(2) Is performed entirely outside the United States.

(End of clause)

52.215-19 (DEV) Notification of Ownership Changes (Oct 1997) (DEVIATION DEC 2025)

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

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

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

(b) The Contractor shall-

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

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

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

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

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.110(s).

(End of clause)

52.216-18 Ordering (Aug 2020)

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

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

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

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

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

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

(1) Any order for a single item in excess of of the amounts as stated in Section B - Schedule of Supplies/Services [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of of the amounts as stated in Section B - Schedule of Supplies/Services [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 (DEV) Indefinite Quantity (Oct 1995) (DEVIATION DEC 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the Base Year or the last day of any exercisedoption periods.__________[*insert date*].

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

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

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

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

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

(End of clause)

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
See attached Wage Determination Revision (Section J. Attachment 12)	

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond current Fiscal Year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.240-91 (DEV) Security Prohibitions and Exclusions (DEVIATION NOV 2025)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central

processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act —covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 (DEV)   Basic Safeguarding of Covered Contractor Information Systems (DEVIATION NOV 2025)

(a) Definitions. As used in this clause—

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

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

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

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

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

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-6 Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Deviations. [*insert regulation name*] (48 CFR __________) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.906 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at https://www.justice.gov/opcl/doj-systems-records.[1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

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

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

(3) Prior Approval Required to Hire Subcontractors

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

(4) Separation Checklist for Contractor Employees

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

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

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

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

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

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

(2) Safeguarding PII Requirements

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

(3) Non-Disclosure Agreement Requirement

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

(a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and

(b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

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

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

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

(5) Reporting Actual or Suspected Data Breach

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

(a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

(i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
(ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
(iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
(iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
(v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
(vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
(vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

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

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

(6) Victim Remediation

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

C. <u>Government Records Training, Ownership, and Management</u>

(1) Records Management Training and Compliance

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

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

(2) Records Creation, Ownership, and Disposition

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

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

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

D. Data Privacy and Oversight

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

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

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

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

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘system of records’ means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.” 5 U.S.C. § 552a(a)(5).
[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “’personally identifiable information’ means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.
[3] The DOJ OPCL Resources page is available at https://www.justice.gov/opcl/resources.
[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] https://www.justice.gov/file/4336/download
[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.
[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (*e.g.*, Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.
[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.
[9] As defined in 40 U.S.C. § 11101, the term "information technology" means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.
[10] In this instance, the term "project" is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

DOJ-03 Alt I Personnel Security Requirements For Contractor Employees (Nov 2021);
(Alt. I) -- Classified Information -- Cleared Contractors

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

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

1. General Requirements

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

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

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

(Alt. I) [The following is added to the Clause]: (2) All contractor employees requiring access to classified information will be processed by Defense Counterintelligence and Security Agency (DCSA) in accordance with the National Industrial Security Program (NISP). The contractor will not be permitted to commence performance under this contract until a

sufficient number of its personnel, as determined by the SPM in consultation with the Contracting Officer's Representative (COR) if one is appointed, have received the requisite NSI Clearance.

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

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

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

2. <u>Citizenship and Residency Requirements</u>

(a) Residency Requirement. (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department's residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances. The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/ consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

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

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

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

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

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

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

(d) Access to DOJ Information Technology Systems. Non-U.S citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

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

3. Background Investigation Requirements

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

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

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

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

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

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

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

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

(Alt. I) [The following is added to the clause]: (g) National security investigations will be accepted from other federal agencies under reciprocity guidelines provided all of the following are true: (i) The new position does not require a higher eligibility than what the subject currently possesses; (ii) the existing eligibility is not granted on an interim or temporary basis, or limited or one-time basis; (iii) the covered individual's eligibility is not currently denied, revoked, or suspended; (iv) the favorable adjudication was based on the 13 Adjudicative Guidelines (SEAD 4) and E.O. 12968. Agencies may accept eligibility recorded with an exception based on their own risk assessment; (v) the most recent background investigation is not more than seven years old; (vi) there is no new derogatory information of national security adjudicative relevance that has been reported/developed since last investigation; (vii) the Bond Amendment disqualifier (SEAD 4) does not apply and individual requires SCI, SAP, or restricted access; and (viii) the subject does not have a break in federal service of 24 months or longer.

4. Background Investigation Process

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

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

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

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

(c) Adjudication and Pre-Employment Background Investigation Waivers

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit

the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for _public trust contractors_ can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

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

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

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

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

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

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

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

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

5. <u>Identity Proofing and Badging</u>

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

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

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

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

> (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access badge. PIV cards require additional processing time and will not likely be issued on the same day.
> (ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. <u>Employee Reporting Requirements</u>

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

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

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

7. <u>Replacement Personnel</u>

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

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

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

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

(End of Clause)

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

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

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

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

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees. employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)

Section J - List of Attachments

No Clauses

Identifier	Title	Number of Pages
1	Section J Attach 01 RRC SOW March 2022 Final.pdf	173
2	Section J Attach 02_2020 Performance Summary Table.pdf	4
3	Section J Attach 03_Environmental Cert of Compliance n Checklist.pdf	5
4	Section J Attach 04_Sample_Community_Notification_Letter.pdf	2
5	Section J Attach 05_Sample_Client_Notification_Letter.pdf	1
6	Section J Attach 06_Sample_Bank_Notification_Letter.pdf	1
7	Section J Attach 07 Service Contract Business Mgt Questionnaire Updated June 2026.pdf	4
8	Section J Attach 08 Final Compliance Matrix June 2026.pdf	15
9	Section J Attach 09_RRC_Cert_of_Compliance.pdf	1
10	Section J Attach 10_Local_Area_Concerns.pdf	2
11	Section J Attach 11 Subcontracting Plan 07.17.2026.pdf	9
12	Attch 12 WD 2015-4269 Rev33 n 2015-4281 Rev 38 7.30.26.pdf	14
13	FBOP ATU Vendor Attestation FINAL.pdf	3

Section K - Representations, Certifications and Other Statements of Offerors

Provisions By Reference

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

Provision	Title	Fill-ins (if applicable)
52.209-12	Certification Regarding Tax Matters (Oct 2025)	

Provisions By Full Text

52.209-7 (DEV) Information Regarding Responsibility Matters (Oct 2018) (DEVIATION NOV 2025)

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

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

Federal contracts and grants with total value greater than $10,000,000 means—

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

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

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

(b) The offeror ___has ___does not have current active Federal contracts and grants with total value greater than $10,000,000.

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13 (DEV) Violation of Arms Control Treaties or Agreements--Certification (Nov 2021) (DEVIATION NOV 2025)

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

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

___ (1) The Offeror certifies that–

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

52.240-90 (DEV) Security Prohibitions and Exclusions Representations and Certifications (DEVIATION NOV 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

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.
[END OF SECTION]

Section L - Instructions, Conditions and Notices to Offerors

Provisions By Reference

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

Provision	Title	Fill-ins (if applicable)
52.204-7 (DEV)	System for Award Management-Registration (Nov 2024) (DEVIATION NOV 2025)	

Provision	Title	Fill-ins (if applicable)
52.215-1 (DEV)	Instructions to Offerors-Competitive Acquisition (Nov 2021) (DEVIATION DEC 2025)	
52.219-4 (DEV)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (DEVIATION DEC 2025)	

Provisions By Full Text

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

____

____

[Insert one or more Internet addresses]

(End of provision)

52.216-1 (DEV) Type of Contract (Apr 1984) (DEVIATION DEC 2025)

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

(End of provision)

52.233-2 (DEV) Service of Protest (Sep 2006) (DEVIATION NOV 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

2852.203-70 General Non-Disclosure Agreement (AUG 2016)

The provisions of this Non-Disclosure Agreement (NDA) are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations,

rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.
(End of Provision)

2852.233-70 Protests Filed Directly with the Department of Justice (NOV 2020)

(a) The following definitions apply in this provision:
(1) “Agency Protest Official” (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)
(2) “Deciding Official” means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding Official.
(3) “Interested Party” means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
(b) Only interested parties may file a protest.
(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.
(d) A protest filed directly with the DOJ shall:
(1) Indicate that it is a protest to DOJ.
(2) Be filed with the Contracting Officer.
(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
(5) Include the information required by FAR 33.103(d)(2):
(i) Name, address, facsimile number and telephone number of the protestor.
(ii) Solicitation or contract number.
(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
(iv) Copies of relevant documents.
(v) Request for a ruling by the agency.
(vi) Statement as to the form of relief requested.
(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
(viii) All information establishing the timeliness of the protest.
(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.
(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
(g) Oral conferences may take place either by telephone or in person.
(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.
(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.
(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.
(End of Clause)

L.1 RRC Freedom of Information Act

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

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

Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages ____.

The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is considered confidential or privileged, and not subject to mandatory disclosure under the FOIA. All information in an offeror's proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the offeror. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

L.2 RRC Notice of Award

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

L.3 RRC Dispositon of Proposals

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

L.4 RRC 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 RRC   Content of Techincal/Management Proposals

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 of Prisons 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 concise 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) for both In-House RRC Services and for Home Detention Services.

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.

(2) The Bureau of Prisons 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 and elected officials at the local level and the respective Congressional delegation representing the proposed location. Offerors shall submit proof of notification to the followings:

(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 this solicitation at the location mentioned in Section F.3. 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 Offical U.S. Government System website www.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 negotiations 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 60 days after the date of the initial proposal submission. In addition, the offeror is required to maintain proper zoning throughout the life of the contract. An offeror's failure to establish and maintain proof may result in elimination prior to award and termination for default following award.

j. Contract performance will have up to 240 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 240 days following award), a representative of the Bureau of Prisons 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 RRC Content of Business Proposals

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 Federal Bureau of Prisons. Whether or not an EA is required, or whether the EA supports a FONSI determination, will be left to the Contracting Officer's discretion. All offerors are advised that the Government reserves the right to disclose or make public any environmental documentation or other information provided in response to the solicitation. Such disclosures would typically occur in Environmental Impact Statements, Environmental Assessments, public hearings, comment periods and other public forums. The following websites provide additional information concerning the National Environmental Policy Act (NEPA) and
how the information may be used:
http://ceq.eh.doe.gov/nepa/regs/ceq/1500.htm
http://ceq.eh.doe.gov/nepa/regs/ceq/1502.htm
http://ceq.eh.doe.gov/nepa/regs/40/1-10.htm
http://ceq.eh.doe.gov/nepa/regs/40/30-40.htm

L.7 RRC Content of Performance Proposals

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

L.8 RRC Pre-Award Survey

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

Section M - Evaluation Factors for Award

Provisions By Reference

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

Provision	Title	Fill-ins (if applicable)
52.217-5 (DEV)	Evaluation of Options (July 1990) (DEVIATION AUG 2025)	

Provisions By Full Text

M.1 RRC   Evaluation Factors for Award

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

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

M.2 RRC   Technical/Management Evaluation Panel

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

M.3 RRC   Award Without Discussion

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

M.4 RRC   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 negotiations.
SATISFACTORY: Offeror's technical proposal meets the requirements of the solicitation. Some minor problems exist, but can be resolved through negotiations.
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 negotiations.
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 negotiations.

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
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 **240 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. 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.

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.

For each performance period, the Government will determine an evaluated price using the following steps.
1) The fixed monthly rate for Tier 1 will be multiplied by 12 months to determine the total annual cost.
2) Government will identify the proposed daily rates for the rest of each tier and calculate the daily rate applicable forRRCand Home Confinement services, based on a 30-day month, where required. The daily rates for all these tiers willbeadded together and divided by three or four depending on how many total tiers of daily rates to determine an averagedailyrate for those tiers. For example, there are a total 4 tiers, tier 1 – Fixed Monthly rate, tier 2 – daily rate, tier 3 –daily rate,tier 4 – daily rate (est. max. ADP). The average daily rate: (tier 2 + tier 3 + tier 4) / 3 = average daily rate. Theaveragedaily rate will then be multiplied by the maximum number of billable days 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]