

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	OMB Clearance Control Number : 1103-0018		
2. CONTRACT (Proc. Inst. Ident.) NO. DJB1PC014		3. EFFECTIVE DATE See Block 20C.		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY Federal Bureau of Prisons Privatized Corrections Contracting 320 FIRST STREET NW Room 5005 WASHINGTON, DC 20534		CODE CO	6. ADMINISTERED BY (If other than item 5)				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COMMUNITY EDUCATION CENTERS, INC. Doing Business As: COMMUNITY CORRECTIONS 35 FAIRFIELD PLACE WEST CALDWELL, NJ 07006-6206				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
CODE: 223457238 FACILITY CODE: 008681215				9. DISCOUNT FOR PROMPT PAYMENT NET 30			
11. SHIP TO/MARK FOR Federal Bureau of Prisons Community Education Centers, Inc. Limestone County Detention Center 910 Tyus Road Groesbeck, TX 76642				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM SEE G. 6			
12. PAYMENT WILL BE MADE BY Federal Bureau of Prisons Privatization Management Branch (Room 4002) Attn: Administrator Privatization - Contract Invoice 320 FIRST STREET NW WASHINGTON, DC 20534		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					
14. ACCOUNTING AND APPROPRIATION DATA 2011-CB-FP090009S6-66A-2599		15. SHIP TO/MARK FOR Federal Bureau of Prisons Community Education Centers, Inc. Limestone County Detention Center 910 Tyus Road Groesbeck, TX 76642					
15A. ITEM NO. 0001	15B. SUPPLIES/SERVICES Base Year 1 - Total Annual Operating Price (AOP) 3 Months Ramp Up Price See Continuation Sheet(s)	15C. QUANTITY 3.000000	15D. UNIT MO	15E. UNIT PRICE \$1,066,338.0000	15F. AMOUNT \$3,199,014.00		
Guaranteed Minimum Amount of the Base Period:					\$70,890,714.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS		CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE			
17. <input checked="" type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Douglas M. Martz, Chief PCC			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

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Section B - Supplies or Services and Prices/Costs

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Year 1 - Total Annual Operating Price (AOP) 9 Months Monthly Operating Price (MOP), inmates up to 90%.	9.000000	MO	\$1,509,750.0000	\$13,587,750.00
0003	Base Year 1 - 12 Months (including 3 months Ramp Up Price) Fixed Incremental Unit Price (FIUP) - \$6.60 per day.	61,875.000000	BZ	\$6.6000	\$408,375.00
0004	Base Year 2 - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0005	Base Year 2 - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
0006	Base Year 3 - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0007	Base Year 3 - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
0008	Base Year 4 - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0009	Base Year 4 - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
0010	Option Period #1 - Year One - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,507,005.0000	\$18,084,060.00
0011	Option Period #1 - Year One - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,350.000000	BZ	\$6.6000	\$543,510.00
0012	Option Period #1 - Year Two - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0013	Option Period #1 - Year One - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
0014	Option Period #2 - Year One - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0015	Option Period #2 - Year One - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
0016	Option Period #2 - Year Two - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0017	Option Period #2 - Year Two - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
0018	Option Period #3 - Year One - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,507,005.0000	\$18,084,060.00
0019	Option Period #3 - Year One - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,350.000000	BZ	\$6.6000	\$543,510.00
0020	Option Period #3 - Year Two - Total Annual Operating Price (AOP) 12 Months Monthly Operating Price (MOP), inmates up to 90%.	12.000000	MO	\$1,502,887.5000	\$18,034,650.00
0021	Option Period #3 - Year Two - 12 Months Fixed Incremental Unit Price (FIUP) -Unit price based on \$6.60 per day.	82,125.000000	BZ	\$6.6000	\$542,025.00
	Guaranteed minimum amount for the base period is 90% (810 beds), or the Monthly Operating Price (MOP). Estimated maximum amount is the MOP (90%) + the Fixed Incremental Unit Price (FIUP)(up to 225 beds). MOP (810 beds) + FIUP (225 beds) = Maximum 1,035 beds (115%).				

I. This document incorporates the following items by reference:

Offerors signed SF-33 dated 09/16/2010;
Technical and Business Proposals dated 09/16/2010;
Offerors response to Discussion Notice #1 dated 01/18/2011;
Offerors response to Discussion Notice #2 (FPR) dated
02/24/2011;
Amendment 1 dated 08/24/2010;
Amendment 2 dated 08/31/2010;
Amendment 3 dated 09/07/2010;
Amendment 4 dated 09/30/2010;
Amendment 5 dated 10/15/2010;
Amendment 6 dated 02/17/2011;
Amendment 7 dated 02/17/2011;

The offerors approved Subcontracting Plan dated 08/23/2010 (12 pages)

II. In Section I, update the following FAR clauses:

"52.203-7 Anti-Kickback Procedures (OCT 2010)"

"52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)"

"52.204-9 Personal Identification of Contractor Personnel (JAN 2011)"

"52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)"

"52.215-2 Audit and Records - Negotiation (OCT 2010)"

"52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 2010)"

"52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 2010)"

"52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)"

"52.215-21 Requirements for Cost or Pricing Data - Modifications (OCT 2010)"

"52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)"

"52.219-8 Utilization of Small Business Concerns (JAN 2011)"

"52.219-9 Small Business Subcontracting Plan (JAN 2011)"

"52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010)"

"52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEPT 2010)"

"52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)"

"52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)"

"52.232-17 Interest (OCT 2010)"

"52.244-6 Subcontracts for Commercial Items (OCT 2010)"

"52.248-1 Value Engineering (OCT 2010)"

III. In Section I, incorporate the following FAR clauses:

"52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards (JUL 2010)"

"52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEPT 2010)"

"52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)"

IV. Pursuant to FAR 42.202 and 42.203, the administrative functions of this contract shall be performed by the Contract Administration Office (CAO), assigned as Privatized Corrections Contracting (PCC), address as shown below and in Block 6:

Privatized Corrections Contracting (PCC)
Acquisitions Branch
Federal Bureau of Prisons
320 First Street NW, Room 5005
Washington, DC 20534
Phone: 202-616-1647

Fax: 202-616-6224

This assignment carries with it the authority to perform all the normal contract administration functions listed in FAR 42.302(a) as Items (1) through (70), to the extent that those functions apply to this contract. This assignment also includes delegation of authority to perform those negotiation functions as specified in FAR 42.302(b) as Items (1) through (11), to the extent those functions apply to this contract.

V. In the event a conflict exists between the contract terms (including the Performance Work Statement) and CEC's proposal, the contract terms shall take precedence.

VI. The base period of the contract shall be 48 months from the date the Notice to Proceed is issued.

VII. The total amount of the contract as set forth in Block 15G. of the SF 26 is the estimated amount for the four-year base period.

VIII. Within 108 days (July 1, 2011) of contract award, the contractor must be determined by the Federal Bureau of Prisons (BOP) to be in compliance with contract requirements and capable of assuming full responsibility for performance. This may occur earlier at the request of the contractor, but only if the BOP determines the contractor is capable of accepting inmates.

//Last Item//

TOTAL

\$184,487,004.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$0.00	2011 - CB - - - FP090009S6 - 66A - - 2599 - - - - -
		TOTAL: \$0.00	

Clauses By Full Text

B.1 Services and Prices/Costs

The contract resulting from this solicitation will be an Indefinite-Delivery Indefinite-Quantity Firm Fixed-Priced type contract for services.

The period of performance for any contract which the Government may award under the terms and conditions of this RFP will be for a four-year base period, with three two-year option periods.

B.2 Pricing Instructions

Offerors must submit offer(s) for the total four-year base period and three **two**-year option periods.

In the event funds are not available after the first, second, third or fourth year of the base period, the Government reserves the right to cancel the contract in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts.

In the event the contract is cancelled after the first year of the base period because funds are not available, the contractor will be compensated in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the cancellation ceilings set forth below. Ceilings exclude amounts for requirements included in prior years:

Base Year 2 - 30% of the non-recurring allowable costs for the remaining Base Period

Base Year 3 - 15% of the non-recurring allowable costs for the remaining Base Period

Base Year 4 - 7.5% of the non-recurring allowable costs for the remaining Base Period

B.3 Pricing Schedule

For purposes of price evaluation and according to the above instructions, offerors must submit their proposed prices on attachment J - 1 (Pricing Schedule) (16 pages).

The contractor will be required to house a daily population up to 15% over the 100% accepted contract beds. The contract requirement found in Section C regarding a minimum 10% segregation capacity of the 100% accepted contract beds, is not included in the 100% population total.

For example:

If the Accepted Contract Beds (100%) = 1,000 beds

Then, the Maximum Number of Beds (115%) = 1,150 beds

(15% Additional Beds (150) is composed of the number of Segregation Beds + Other Beds)

Segregation Beds (10% of the Accepted Contract Beds) = 100 beds

Other Beds (Additional Beds - Segregation Beds) = 50 Beds

Maximum Number of Beds (115%) = Accepted Contract Beds + Segregation Beds + Other Beds

Four-Year Base Period - For the Base Period, offerors must submit:

(1) a Monthly Ramp Up Price (MRP);

(2) Ramp Up Per Diem Price (price per inmate per day) for the ramp up period;

(3) a Monthly Operating Price (MOP);

(4) a Fixed Incremental Unit Price (FIUP);

(5) a Per Diem Price at 90%, 100%, and 115% capacity; and

(6) an Annual Operating Price (AOP) for each year of the base period, combining the MOP and the FIUP (calculations should be based on a daily population of 115% of contract beds).

Two-Year Option Periods - Offerors must submit the following for each year:

(1) MOP;

(2) FIUP;

(3) a Per Diem Price at 90%, 100%, and 115% capacity; and

(4) AOP for each year of the option period, combining the MOP and the FIUP (calculations should be based on a daily population of 115% of contract beds).

Ramp Down Pricing - Offerors must submit:

(1) a Monthly Ramp Down Price (MRDP)

(2) Ramp Down Per Diem Price (price per inmate per day) for the ramp down period

The Government is required to order and the contractor required to furnish at least a guaranteed minimum quantity of 90% of the accepted number of contract beds. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed an estimated maximum of 115% of the accepted number of contract beds. The guaranteed minimum quantity of 90% of the accepted number of contract beds is not applicable during either the ramp up period or the ramp down period.

Monthly Ramp Up Price (MRP) - The MRP applies when the average number of inmates housed in a monthly payment period

does not exceed 50% of 100% contract beds. Once the population reaches 50% plus 1 inmate during a monthly payment period, the MRP shall be considered expired for the remainder of the contract. The MOP becomes effective after the expiration of the MRP. During the ramp up period, the Government is required to order and the contractor required to furnish at least a guaranteed minimum quantity of 50% of the accepted number of contract beds.

Monthly Operating Price (MOP) - The MOP will apply after the Ramp Up Period when the average number of inmates housed in a monthly payment period exceeds 50% of 100% accepted contract beds.

- The MOP will apply after the Ramp Up Period when the average number of inmates housed in a monthly payment period exceeds 50% of 100% accepted contract beds.

Fixed Incremental Unit Price (FIUP) - The FIUP is the unit price per inmate day that will apply when the average number of inmates housed in a monthly payment period exceeds 90% of 100% contract beds. FIUP is calculated at 90% plus 1 inmate.

Monthly Ramp Down Price (MRDP)- Monthly ramp down refers to a period of time when inmates are transferred from the facility due to the expiration of the contract. This period may become effective approximately three (3) months prior to the expiration of the contract. The MRDP applies when the average number of inmates housed in a monthly payment period reaches 50% of the 100% accepted contract beds. When ramp down becomes effective, the Government is required to order and the contractor required to furnish at least a guaranteed minimum quantity of 50% of the accepted number of contract beds.

Payment - Monthly payments will begin after Notice to Proceed is issued and inmates begin entering the institution. Notice to Proceed will take effect on the first day of a calendar month.

Section C - Description/Specifications/Statement of Work

Clauses By Full Text

C.1 Performance Work Statement

See Attachment J-2 "Performance Work Statement" (45 pages).

Section D - Packaging and Marking

This Section Is Intentionally Left Blank

Section E - Inspection and Acceptance

Clauses By Full Text

52.246-4 Inspection of Services--Fixed-Price (Aug 1996)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-
- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.
- (End of clause)

E.2 QUALITY CONTROL AND QUALITY ASSURANCE

Evaluation techniques for quality assurance of contractor performance and contractor quality control are addressed in Section J.

The Government's Quality Assurance Plan (QAP) is based on the premise the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The QAP procedures recognize the contractor is not a perfect manager, and unforeseen and uncontrollable problems may occur. Effective management and use of an efficient Quality Control Program will allow the contractor to operate within acceptable performance levels.

In accordance with Federal Acquisition Regulation 52.246-4, Inspection of Services--Fixed-Price, each phase of the services rendered under this contract is subject to the Government's inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The Government's QAP is not a substitute for quality control by the contractor.

The Government may check the contractor's performance and document any noncompliance. However, only the CO may take formal action against the contractor for unsatisfactory performance.

In accordance with the Inspection of Services--Fixed-Price clause, the Government may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100% surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality

of services and the total payment due.

E.3 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reduction in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

E.4 INSPECTION BY REGULATORY AGENCIES

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies. The results of all such inspections shall be provided to the CO/Contracting Officer's Technical Representative (COTR).

E.5 PERFORMANCE EVALUATION MEETINGS

The contractor's representatives shall meet with the CO, Contracting Officer's Representative (COR) and COTR on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The written meeting minutes shall be signed by the contractor's representative and the Government's representative within a reasonable time frame as determined by the CO/COR. Within five calendar days of receipt of the signed minutes, the contractor shall respond in writing to the CO concerning any areas of disagreement.

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.arnet.gov/far

Clause	Title
52.242-15	Stop-Work Order (Aug 1989)

Clauses By Full Text

52.211-11 Liquidated Damages--Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,500.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

F.2 PERFORMANCE

For the purpose of this solicitation, the term "contract award" is defined as the date the award document is signed by the Contracting Officer (CO).

Within 120 days of contract award, the contractor must be determined by the Federal Bureau of Prisons (BOP) to be in compliance with contract requirements and capable of assuming full responsibility for performance. This may occur earlier at the request of the contractor, but only if the BOP determines the contractor is capable of accepting inmates.

The contractor's ability to perform in accordance with the terms of the contract will be assessed by the BOP prior to issuance of the Notice to Proceed (NTP). The BOP will perform numerous assessments to ensure contract compliance prior to issuance of the NTP.

In order to receive the NTP, the determination of contractor compliance with contract requirements applicable to issuance of the NTP are at the discretion of the CO. The BOP reserves its right under the contract should the contractor fail to comply with the requirements necessary for issuance of the NTP.

Contract performance shall begin upon written issuance of the NTP signed by the CO.

Acceptance of inmates by the contractor shall occur immediately after the issuance of the

NTP.

The anticipated periods of performance include:

Base Year 1: NTP through 12 months
Base Year 2: 13 months through 24 months
Base Year 3: 25 months through 36 months
Base Year 4: 37 months through 48 months

Option Period 1: 49 months through 72 months
(1st year & 2nd Year)

Option Period 2: 73 months through 96 months
(1st year & 2nd year)

Option Period 3: 97 months through 120 months
(1st year & 2nd year)

The performance period of the contract shall be effective from the NTP through 48 months, with the Government's unilateral right to exercise the three two-year option periods in accordance with the terms of this contract.

Section G - Contract Administration Data

Clauses By Full Text

2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

(a) An individual that shall be named after contract award, is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

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

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

(End of Clause)

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

A. An individual that shall be named after contract award is hereby designated to act as Contracting Officer's Representative (COR) under this contract.

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

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

G.3 PAYMENT SCHEDULE

In consideration for the contractor's satisfactory performance of services called for under this contract, the Government shall make payment to the contractor at the rates identified in the schedule. For billing purposes, inmate days will be calculated based upon a daily official (SENTRY) inmate count to be specified by the Federal Bureau of Prisons subsequent to award.

Monthly payment shall be based upon the contractor's fixed price divided by the number of months within each performance period. For the base period and each option period, the fixed incremental unit price will only apply when the number of inmates within the monthly payment period exceeds an average daily population. Except for inmates receiving outside medical care, inmates not physically located within the facility shall not be included in the average daily population.

The contractor assumes full responsibility and risk to perform required services identified within the Performance Work Statement regardless of unforeseen events, including Acts of God. Should an Act of God occur which results in the contractor being unable to meet contract requirements, the Government reserves its rights under the contract to reduce the contract value.

Should it become necessary during performance to reduce the inmate population within any monthly payment period below an average daily population due to deficient contract performance, the Government shall reduce the base price and payment by a percentage corresponding to the reduced population.

G.4 BILLING PROCEDURE

The Government will make payments to the contractor on a monthly basis, promptly after receipt of a proper invoice.

The contractor shall provide a remittance address below:

Address:

City:

State:

Zipcode:

Attention:

G.5 ORDERING

In accordance with Federal Acquisition Regulation (FAR) 16.505, Ordering, and the clause at FAR 52.216-18, Ordering, any supplies or services to be furnished under this contract shall be ordered by issuance of task orders by a warranted Contracting Officer (CO) in the Privatized Corrections Contracting Office.

G.6 INSPECTION AND RECEIVING REPORT

The contractor shall prepare an original invoice plus two copies. Invoices shall be furnished to:

Original - Federal Bureau of Prisons
Privatization Management Branch
Attn: Administrator Privatization -
Contract Invoice Enclosed
320 First St., NW
Room 4002
Washington, DC 20534

Copies - Two additional copies of the invoice, clearly marked as "COPY", shall each be submitted to the site CO and Senior Secure Institution Manager (SSIM) to increase efficiency in the certification process.

The CO and SSIM will verify services were satisfactorily performed and invoices are proper and correct.

Invoices shall be certified for receipt of services by the Assistant Administrator, Privatization Management Branch, before being forwarded to the Finance Office for certification and payment.

Section H - Special Contract Requirements

Clauses By Full Text

H.1 CHANGE IN ESSENTIAL PERSONNEL

Following contract award, any change in essential personnel during contract performance is subject to the review and approval of the Contracting Officer's Representative. Such requests for review and approval shall be in writing. Failure of the contractor to timely fill any essential position may result in an invoice reduction from the day of the vacancy.

The following positions are considered essential personnel:

Project Coordinator
 Warden(s)
 Associate Warden(s)
 Administrator, Religious Services
 Case Management Coordinator
 Chief, Correctional Services
 Computer Services Manager
 Correctional Shift Supervisors
 Facilities Manager/Administrator
 Food Service Administrator
 Human Resource Manager
 Inmate Systems/Records Office Manager
 Intelligence Officer
 Medical Services Administrator
 Quality Control Specialist
 Safety/Environmental Specialist

H.2 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference between the Federal Bureau of Prisons (BOP) and the contractor will be held prior to issuance of the Notice to Proceed.

The purpose of the post-award performance conference is to discuss and develop a mutual understanding concerning scheduling and administering the work, introduce BOP and contractor staff and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference is required. The Project Coordinator, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

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.arnet.gov/far

Clause	Title
52.253-1	Computer Generated Forms (Jan 1991)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
52.242-13	Bankruptcy (July 1995)
52.237-3	Continuity Of Services (Jan 1991)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.233-3	Protest after Award (Aug 1996)
52.233-1	Disputes (July 2002)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-8	Discounts For Prompt Payment (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
52.232-25	Prompt Payment (Oct 2008)
52.232-23	Assignment Of Claims (Jan 1986)
52.232-18	Availability Of Funds (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-1	Payments (Apr 1984)
52.229-3	Federal, State and Local Taxes (Apr 2003)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-1	Authorization and Consent (Dec 2007)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.224-2	Privacy Act (Apr 1984)
52.224-1	Privacy Act Notification (Apr 1984)
52.223-6	Drug Free Workplace (May 2001)

Clause	Title
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.222-54	Employment Eligibility Verification (Jan 2009)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)
52.222-41	Service Contract Act of 1965. (Nov 2007)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (July 2005)
52.222-3	Convict Labor (June 2003)
52.222-26	Equal Opportunity (Mar 2007)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-28	Post-Award Small Business Program Rerepresentation (Apr 2009)
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008)
52.219-16	Liquidated Damages-Subcontracting Plan (Jan 1999)
52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
52.215-8	Order of Precedence--Uniform Contract Format (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)
52.204-7	Central Contractor Registration (Apr 2008)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-3	Gratuities (Apr 1984)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
52.202-1	Definitions (July 2004)

Clauses By Full Text

52.24-403-70 Notice of Contractor Personnel Security Requirements (OCT 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) ¹ entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term ² contractor employee whose background investigation (BI) process begins on or after October 27, 2005:a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);

b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;

c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

- High Risk - Background Investigation (5 year scope)
- Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:

1) Favorable review of the security questionnaire form; 2) Favorable fingerprint results; 3) Favorable credit report, if required;³ 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC) ⁴ portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results). e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

a. Favorable review of the security questionnaire form; b. Favorable fingerprint results; c. Favorable credit report, if required;⁵ and d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.

b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.

c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.

d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.

e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year. 4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.

5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

Notes:

1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM ' s instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block " B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

[End of Clause]

52.27-103-72 DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004)

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. Legally resided in the United States (U.S.);
2. worked for the U.S. overseas in a Federal or military capacity; or
3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

[End of Clause]

52.203-14 Display of Hotline Poster(s) (Dec 2007)

(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:

<i>Poster(s)</i>	<i>Obtain from</i>
DOJ/OIG	Fraud Detection Office Attn: Poster Request

	1300 N. 17th St. Suite 3200 Arlington, VA 22209
--	--

Each request for posters must state the contract number and awarding component/bureau, provide a point of contact (with telephone number), mailing and/or Fed Ex address, and the quantity of posters requested.

(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 \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.209-8 Updates Of Information Regarding Responsibility Matters (Apr 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor's record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.215-19 Notification of Ownership Changes (Oct 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day through the last day of the contract's effective period.

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

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

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 90% of the accepted contract beds, 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 115% of the accepted contract beds;

(2) Any order for a combination of items in excess of 115% of the contract beds; or

(3) A series of orders from the same ordering office within five (5) 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 three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after expiration of the applicable contract period.

(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 contract period.

(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 prior to the expiration of the current contract period; 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 10 years.

(End of clause)

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

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

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

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

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

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

[End of Clause]

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005)

- (a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- ___ Offeror elects to waive the evaluation preference.
- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.
- (End of clause)

52.219-26 Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000)

- (a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.
- (b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized, NAICS Industry Subsectors, it will receive [Contracting Officer to insert the appropriate number between 0 and 10] percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.
- (c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.
- (End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
Warehouse Specialist	WS-5 \$16.62
Chief Cook/Steward	WS-8 \$21.20
Instructor	GS-11 \$23.07
Secretary IV	GS-7 \$15.59

Secretary III	GS-6	\$14.03
Corrections Officer	GS-7	\$12.58
Personnel Assistant IV	GS-7	\$15.59
Personnel Assistant II	GS-5	\$12.58
Nursing Assistant	GS-7	\$15.59
Carpenter, Maintenance	WS-8	\$21.20
Automotive Worker	WS-8	\$21.20
Librarian	GS-11	\$23.07
Paralegal/Legal Assistant	GS-11	\$23.07
Stationary Engineer	WS-8	\$21.20
Licensed Practical Nurse	GS-7	\$15.59

(End of clause)

52.222-49 Service Contract Act -- Place of Performance Unknown (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: unavailable at this time . The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by within 15 days of the release of the solicitation .

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *1,000,000.00.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

* Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

52.239-101 DOJ Residency Requirement - Information Technology (NOV 2008)

Department of Justice (DOJ) Order 2640.2F prohibits the use of non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or assisting in the development, operation, management, or maintenance of any DOJ Information Technology System. By signing this contract or by beginning performance, the contractor agrees to this restriction.

[End of Clause]

52.243-1 Alt I Changes--Fixed Price (Aug 1987)- Alternate I (Apr 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

Section J - List of Attachments*Exhibits and Attachments*

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