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BY HAND-DELIVERY

June 30, 2003

Jerrily R. Kress, FAIA
Director
D.C. Board of Zoning Adjustment
441 4th Street, NW Suite 210-S
Washington, DC 20001

2003 JUN 30 PM 4:58
BOARD OF ZONING

Re: BZA Appeal No. 16998

Dear Ms. Kress:

Appellant hereby submits twenty (20) copies of Exhibit No. 4, as amended. This is an approximately five (5) minute video of BOP and Bannum representatives speaking at a community meeting in which the question whether a Community Correction Center is a halfway houses was being discussed.

For the record, Appellant withdrew Exhibit No. 20, which is the two hour video of a community meeting; BZA counsel suggested thereafter that Appellant waived introduction of a substitute Exhibit 20.

Additionally, Appellant is hereby supplementing the hearing record as follows:

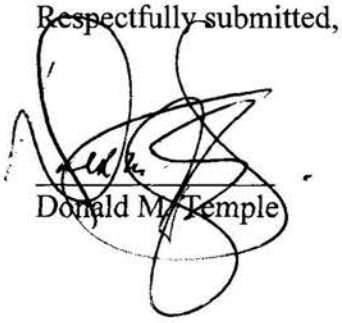
Exhibit No. 33 Bureau of Prison - Bannum Contract

Exhibit No. 34 Phil Mendelson's Letter, dated June 17, 2003

BZA
Case No. 16998
Exhibit No. 60

Board of Zoning Adjustment
District of Columbia
CASE NO. 16998
EXHIBIT NO. 60

Respectfully submitted,



Donald M. Temple

cc. Joseph A. Camardo, Jr. Esq.
Bennett Rushkoff, Esq.

COUNCIL OF THE DISTRICT OF COLUMBIA

WASHINGTON, D.C. 20004

Phil Mendelson
Councilmember At-Large

Office: (202) 724-8064
Fax: (202) 724-8099

June 17, 2003

Mr. Geoffrey H. Griffis, Chairperson
D.C. Board of Zoning Adjustment
441 4th Street, NW Suite 210
Washington DC 20001

RE: Appeal No. 16998 (Bannum, Inc.)

Dear Mr. Griffis:

I am writing to lend my support to the considerable community opposition to a halfway house proposed in the C-M District at 2210 Adams Place, N.E. Even though the halfway house would be located in a former warehouse, the Zoning Regulations are clear enough that halfway houses are not permitted in C-M Districts.

The Zoning Regulations define community based residential facilities (CBRF) as including halfway houses for sentenced offenders: A CBRF includes "a facility providing residential care for ... [individuals] under pre-trial detention or sentenced court orders." (11 DCMR 199.1) The Zoning Regulations also state explicitly that a community-based residential facility shall not be considered a matter of right use in the CM zone (11 DCMR 801.2). Yet Bannum, Inc. is seeking to put a halfway house in a CM zone. Therefore, Bannum should not have obtained permits as the use is not matter of right.

Bannum and DCRA argue that the halfway house is a "temporary detention or correctional institution on leased property for a period not to exceed three years" – a permitted use in the CM zone (11 DCMR 801.7). Indeed, DCRA proffers case law to support this. But the cases are not on point. They do not concern zoning, nor do they address the distinction in our zoning regulations between a CBRF – which is explicitly excluded from matter of right – and a correctional institution – which is explicitly permitted.

Further, DCRA admits that Bannum's facility is a CBRF (see Exhibit 34). Because of this admission, and to avoid the provision in § 801.2, DCRA says, well, the facility is also a detention or correctional institution. But the principles of statutory construction do not support this creative argument. It is not reasonable to interpret the regulations to specifically exclude a use in § 801.2 and then specifically include it five paragraphs later, in § 801.7. [1]

[1] Indeed, the Regulations state that "If an establishment is a community-based residential facility as defined in this section, it shall not be deemed to constitute any other use permitted under the authority of these regulations." (11 DCMR 199.1; page 1-16 (February 2003))

BZA
Case No. 16998
Exhibit No. 60A

Community opposition to the Bannum proposal is widespread and deep. It is also grounded in the regulations. I urge you to grant their appeal.

Sincerely,

Phil Mendelson

AWARD/CONTRACT

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF PAGES 1 17

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
J200c-576	03/01/02	186 & 209/Grinley

5. ISSUED BY CODE
U.S. Department of Justice
Federal Bureau of Prisons
Attn: CCC Contracts (5006)
320 First Street, N.W.
Washington, D.C. 20534

6. ADMINISTERED BY (If other than Item 5) CODE
Michelle D. Aceto
(202) 307-0093

7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
Bannum, Inc.
1301 Seminole Boulevard, Suite 126
Largo, Florida 33770
Attn: Mr. David Lowry
(727) 588-2594

ORIGINAL

8. DELIVERY
DESTINATION
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM C.3(d)

CODE FACILITY CODE

11. SHIP TO/MARK FOR CODE
2210 Adams Place, NE
Washington, DC

12. PAYMENT WILL BE MADE BY CODE
FBOP, Mid-Atlantic Region Office
10010 Junction Drive, Suite 101-N
Annapolis Junction, MD 20701

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
FP 010009T1310 2522 YREGDOC
Funds will be obligated by each deliver order.

15A ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15F. AMOUNT
1.	Provide residential Community Corrections Center services in accordance with RFP 200-0593-MA Line Item 1 & RFP 200-0604-MA Line Items 1 & 2 (Continued See SF-36)	Line Item One (RFP 2(Min. 4,745	ID 64	$
		Maximum 18,250	ID 64	$
		Line Item Two (RFP 200 Min. 7,300	ID 64	$ 64
		Max. 18,250	ID $	$
		Line Item Three (RFP 200-0593-MA) Min. 7,300	ID $ 64	:
		Max. 18,250	ID $	
	Minimum Base Period Total		**15G. TOTAL AMOUNT OF CONTRACT ▶**	$1,547,600.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I — THE 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					
X	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or 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. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RFP 200-0593-MA & RFP 200-060 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 continuation 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)
DAVID A. Lowry Ex. Dir.

20A. NAME OF CONTRACTING OFFICER
Andrew L. Payne

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	10-25-01	BY _____ (Signature of Contracting Officer)	10/16/01

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

BZA
Case No. 16998
Exhibit No. 60B

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	J200c-576	2 of 17

NAME OF OFFEROR OR CONTRACTOR

Bannum, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(continued #1)				
	Business, Technical, and Past Performance proposals submitted by Bannum, Inc. dated May 22, 2000. Amendment Number 1 dated 4-17-00, Amendment Number 2 dated 7-27-00, Amendment Number 3 dated 4-4-01, Amendment Number 4 dated 10-12-01. Discussion letters dated 08-30-00; 09/12/00; 11-06-00; 12-11-00; First Final Proposal Revision dated 1-23-01 and additional Discussion letters dated 03-28-01; 4-9-01; 4-23-01; 4-27-01; 7-9-01; 7-10-01; 9-4-01. The second Final Proposal Revision Request 09-19-01 and the second Final Proposal Revision dated 09-28-01 and 10-01-01.				
2.	Performance shall begin March 1, 2001, and/or upon Government's issuance of Notice to Proceed.				
3.	Home confinement and Furlough services shall be provided at one-half (1/2) the rate of regular inmate day services.				
4.	Option Years, if exercised, will begin March 1.				
5.	Option Years for the three line items, minimum and maximum number of inmate days and rates are as follows:				
	Line Item One (RFP 200-0593-MA)				
	03/01/03 through 02/29/04 Minimum	4,745	ID		
	Maximum	18,250	ID		
	03/01/04 through 02/29/05 Minimum	4,745	ID		
	Maximum	18,300	ID		
	03/01/05 through 02/29/06 Minimum	4,745	ID		
	Maximum	18,250	ID		
	03/01/06 through 02/29/07 Minimum	4,745	ID		
	Maximum	18,250	ID		

b4

CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: J200c-576 | PAGE: 3 of 17

NAME OF OFFEROR OR CONTRACTOR: Bannum, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Item Two (RFP 200-0604-MA)				
	03/01/03 through 02/29/04 Minimum	7,300	ID		
	Maximum	18,250	ID		
	03/01/04 through 02/29/05 Minimum	7,300	ID		
	Maximum	18,300	ID		
	03/01/05 through 02/29/06 Minimum	7,300	ID		
	Maximum	18,250	ID		
	03/01/06 through 02/29/07 Minimum	7,300	ID		
	Maximum	18,250	ID		
	Line Item Three (RFP 200-0604-MA)				
	03/01/03 through 02/29/04 Minimum	7,300	ID		
	Maximum	18,250	ID		
	03/01/04 through 02/29/05 Minimum	7,300	ID		
	Maximum	18,300	ID		
	03/01/05 through 02/29/06 Minimum	7,300	ID		
	Maximum	18,250	ID		
	03/01/06 through 02/29/07 Minimum	7,300	ID		
	Maximum	18,250	ID		
6.	Section F - Deliveries Remove all the Contract Specialists names and replace with ※All Warranted Contract Specialists in Community Corrections Contracting Section.				
7.	Section I- Replace this section with the attached Section I for RFP 200-0593-MA and RFP 200-0604-MA.				
8.	Section G.3(a) add ※Invoices must include appropriate contract number.※				

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 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):

http:www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	MAY 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR

52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of Clause]

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Acquisition Branch and shall not be binding until so approved.

I.3 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]

I.4 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 date established by the notice to proceed through a period not to exceed the last day of the base period as set forth in Sections B and F, or the last day of an option period, if exercised, as set forth in Sections B and F.

(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.

I.5 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 than7,300 inmate days for the base period and each of the four option years for line items one and two, 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 18,250 inmate days for the base period and each of the four option year periods for line items one and two; cited due to this

being an indefinite quanitty type contract.* See below

(2) Any order for a single item in excess of 18,250 inmate days for the base period and each of the four option year periods for line items one and two; cited due to this being an indefinite quantity type contract.* See below

*(An indefinite quantity type contract is one in which the purchaser agrees to buy the minimum quantity identified for the specified services herein from the awardee to fill all the purchaser's needs during the period fo the contract.

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

(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 limitation in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 ten days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 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 02-28-07.

[End of Clause]

I.7 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 by the last day of the current performance period.

[End of Clause]

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of the ensuing option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

[End of Clause]

I.9 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)(DEVIATION)(SECTION F SUBCONTRACT $25,000)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or

(2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary.

[End of Clause]

I.10 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
01040 Desk Clerk	GS 4,5
01310 Secretary	GS 5,6
07041 Cook I	WG 7,8
07042 Cook II	WG, 8
07070 Dishwasher	WG 3,4
07100 Food Service Worker	WG 3,4
11150 Janitor	WG 3,4
23370 General Maintenance Worker	WG 6,7
27101 Guard I	WG 4,5
90180 Accounting Clerk I	GS 4,5
A0180 Accounting Clerk II	GS 5,6
B0180 File Clerk	GS 4,5

I.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30. 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 September 30, 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]

I.12 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items.

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subocntracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual oblications.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I.13 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 Justice Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 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):

http:www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	MAY 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2000	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR

52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of Clause]

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Acquisition Branch and shall not be binding until so approved.

I.3 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]

I.4 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 date established by the notice to proceed through a period not to exceed the last day of the base period as set forth in Sections B and F, or the last day of an option period, if exercised, as set forth in Sections B and F.

(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.

I.5 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 4,745 inmate days for the one year base period and each of the four one year options for Line Item One and 7,300 inmate days for the one year base period and each of the four one year options for Line Item 2, 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 18,250 inmate days for the one year base period and for option years one, three and four and 18,300 inmate days for option year two for Line Item 1 and

29,200 inmate days for the one year base period and for option years one, three, and four and 29,280 inmate days for option year two for Line Item 2; cited due to this being an Indefinite Quantity type contract. * See below.

(2) Any order for a combination of items in excess of 18,250 inmate days for the one year base period and for option years one, three, and four and 18,300 inmate days for option year two for Line Item 1 and 29,200 inmate days for the one year base period and for option years one, three, and four and 29,280 inmate days for option year two for Line Item 2; cited due to this being an Indefinite Quantity type contract. * See below.

* (An indefinite quantity-type contract is one in which the purchaser agrees to buy the minimum quantity identified for the specified services herein from the awardee to fill all the purchaser's needs during the period of the contract.

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

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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.

I.6 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 02-28-07.

[End of Clause]

I.7 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 by the last day of the current performance period.

[End of Clause]

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of the ensuing option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

[End of Clause]

I.9 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)(DEVIATION)(SECTION F SUBCONTRACT $25,000)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or

(2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary.

[End of Clause]

I.10 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
01040 Desk Clerk	GS 4,5
01310 Secretary	GS 5,6
07041 Cook I	WG 7,8
07042 Cook II	WG, 8
07070 Dishwasher	WG 3,4
07100 Food Service Worker	WG 3,4
11150 Janitor	WG 3,4
23370 General Maintenance Worker	WG 6,7
27101 Guard I	WG 4,5
90180 Accounting Clerk I	GS 4,5
A0180 Accounting Clerk II	GS 5,6
B0180 File Clerk	GS 4,5

I.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30. 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 September 30, 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]

I.12 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items.

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subocntracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual oblications.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I.13 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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 Justice Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

[END OF SECTION]

Exhibit 60

2
VHS Tapes

EXHIBIT 60