BEFORE THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

Appeal of Advisory Neighborhood Commission 5B, Pursuant to 11 DCMR §§ 3100 and 3101, from the Administrative decision of David Clark, Director, Department of Consumer and Regulatory Affairs (DCRA) for the issuance of Building Permit No. B425438, for the renovation of a warehouse for use by a community corrections center.	)	BZA Appeal No. 16998

PETITIONER'S AMENDMENT TO EXHIBIT 3

Comes Now Petitioner, ANC 5B, and respectfully amends its Exhibit 3 to include the complete Federal Bureau of Prison Request for Proposal (RFP) 200-0593-MA and Scope of Work. This document, recently received from the Federal Bureau of Prisons, is one of two solicitation documents which governed the contract that was awarded to Bannum, Inc. for purpose of this halfway house. The Statement of Work. in the previous Exhibit 3 is contained in the new attached Exhibit 3 and can be discarded.

Respectfully submitted,

Donald M. Temple, Esq.
1200 G Street, N.W. #370
Washington, D.C. 20005
202-628-1101
202-628-1149 fax

BZA
Case No. 16998
Exhibit No. 64

Board of Zoning Adjustment
District of Columbia
CASE NO. 16998
EXHIBIT NO. 64A1

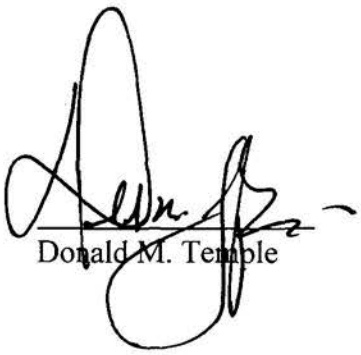
CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of July 2003, a copy of the foregoing Amendment to Petitioner's Exhibit 3 was hand delivered to:

Bennet Rushkoff, Esq.
Senior Counsel
Office of the Corporation Counsel
441 4th Street, N.W., Suite 450-N
Washington, D.C. 20001

and sent by overnight mail to

Joseph A. Camardo, Jr.
127 Genesee Street
Auburn, New York 13021



Donald M. Temple

U.S. Department of Justice

Federal Bureau of Prisons

RECEIVED
D.C. OFFICE OF ZONING
2003 JUL -2 PM 4:54

March 24, 2000

To All Interested Parties:

RE: Request for Proposal (RFP) 200-0593-MA
Washington, D.C.

The Department of Justice, Federal Bureau of Prisons, is soliciting proposals to provide Community Corrections Center and Community Sanctions Center services for Federal offenders held under the authority of United States Statutes in Washington, D.C.

Please read the enclosed Request for Proposals (RFP) carefully and complete all documents where indicated. **If you choose not to respond with an offer to this solicitation, please notify us by letter briefly outlining your reasons for not responding.**

Please follow the instructions in Section L of the RFP when preparing your Business, Technical and Past Performance Information Proposals. Each section, Business, Technical and Past Performance should be submitted in loose leaf format in separate binders. The original of your proposal with ORIGINAL signatures on all documents should be submitted along with THREE (3) copies of your proposal.

A cover letter setting forth your firm rates for the Base Period and **each** Option Year (sliding scales, etc. are not acceptable), and Section A (Solicitation, Offer and Award, Section B, G, H, J and K should comprise your business proposal.

The Technical Proposal must include a clear and concise explanation of how you propose to accomplish the procurement objective, describing in detail the approach, methods, techniques and manpower you intend to utilize. It should be numbered sequentially as per the Statement of Work (Section C) with supporting documents at the end of each relevant chapter.

Your Technical Proposal will be evaluated as an indication of your comprehension of the services to be provided and your ability to perform them.

FEDERAL BUREAU OF PRISONS
PROCUREMENT AND PROPERTY BRANCH
320 FIRST STREET, N. W.
WASHINGTON, D. C. 20534
ATTN: CCC CONTRACTING

SOLICITATION NUMBER: RFP200-0593-MA

ISSUE DATE: March 24, 2000

CLOSING DATE: May 23, 2000

2:00 PM local time

LOCATION: Washington, D.C.

ADDRESS ALL PROPOSALS TO:

Michelle Aceto
Contract Specialist
U. S. Department of Justice
Federal Bureau of Prisons
Procurement and Property Branch
320 First Street, N. W.
Washington, D. C. 20534

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES/COSTS

(a) The Contractor shall provide Community Corrections Center(CCC) and Community Sanctions Center(CSC) services for Federal offenders held under authority of various United States Statutes. Services are required to be provided in the District of Columbia (Washington, D.C.), on a firm-fixed unit price basis according to the following estimates:

LINE ITEM ONE - COMMUNITY CORRECTIONS CENTER SERVICES

PERFORMANCE YEAR		TOTAL ESTIMATED INMATE DAYS*	TOTAL CALENDAR MONTHS	TOTAL FIXED PRICE PER INMATE DAY
BASE PERIOD	April 1, 2001 through March 31, 2002	4,745 minimum 18,250 maximum	12	_____
OPTION YEAR ONE	April 1, 2002 through March 31, 2003	4,745 minimum 18,250 maximum	12	_____
OPTION YEAR TWO	April 1, 2003 through March 31, 2004	4,745 minimum 18,300 maximum	12	_____
OPTION YEAR THREE	April 1, 2004 through March 31, 2005	4,745 minimum 18,250 maximum	12	_____
OPTION YEAR FOUR	April 1, 2005 through March 31, 2006	4,745 minimum 18,250 maximum	12	_____

LINE ITEM TWO - COMMUNITY SANCTION CENTER SERVICES

PERFORMANCE YEAR		TOTAL ESTIMATED ESTIMATED INMATE DAYS*	TOTAL CALENDAR MONTHS	TOTAL FIXED PRICE PER INMATE DAY
BASE PERIOD	April 1, 2001 through March 31, 2002	7,300 minimum 29,200 maximum	12	_____
OPTION YEAR ONE	April 1, 2002 through March 31, 2003	7,300 minimum 29,200 maximum	12	_____
OPTION YEAR TWO	April 1, 2003 through March 31, 2004	7,300 minimum 29,280 maximum	12	_____
OPTION YEAR THREE	April 1, 2004 through March 31, 2005	7,300 minimum 29,200 maximum	12	_____
OPTION YEAR FOUR	April 1, 2005 through March 31, 2006	7,300 minimum 29,200 maximum	12	_____

The Government intends to refer all eligible CCC and CSC requirements under this solicitation to the successful contractor. The estimated requirements with respect to gender are as follows:

100 percent Male for line items one and two.

*Services are required primarily for full-time resident inmate days; however, a percentage of total estimated inmate days may be used for live-out programs. The estimated number of inmate days set forth above may be broken down into the following estimated percentages:
Fixed price per Regular Inmate days: 80 percent

Home Confinement Inmate days: 19 percent

Furloughed Inmate days: 1 percent

Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options.
Pursuant to FAR 17.203(d), offerors may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

(b) Services are required to be provided in accordance with Part I, Section C, the Statement of Work, with documentation as required.

[END OF SECTION]

LINE ITEM TWO - COMMUNITY SANCTION CENTER SERVICES

PERFORMANCE YEAR		TOTAL ESTIMATED ESTIMATED INMATE DAYS*	TOTAL CALENDAR MONTHS	TOTAL FIXED PRICE PER INMATE DAY
BASE PERIOD	April 1, 2001 through March 31, 2002	7,300 minimum 29,200 maximum	12	_____
OPTION YEAR ONE	April 1, 2002 through March 31, 2003	7,300 minimum 29,200 maximum	12	_____
OPTION YEAR TWO	April 1, 2003 through March 31, 2004	7,300 minimum 29,280 maximum	12	_____
OPTION YEAR THREE	April 1, 2004 through March 31, 2005	7,300 minimum 29,200 maximum	12	_____
OPTION YEAR FOUR	April 1, 2005 through March 31, 2006	7,300 minimum 29,200 maximum	12	_____

The Government intends to refer the minimum estimated CCC and CSC requirements under this solicitation to the successful contractor(s). The estimated requirements with respect to gender are as follows:

100 percent Male for line items one and two.

*Services are required primarily for full-time resident inmate days; however, a percentage of total estimated inmate days may be used for live-out programs. The estimated number of inmate days set forth above may be broken down into the following estimated percentages:

Fixed price per Regular Inmate days: 80 percent

Home Confinement Inmate days: 19 percent

Furloughed Inmate days: 1 percent

Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options.
Pursuant to FAR 17.203(d), offerors may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

(b) Services are required to be provided in accordance with Part I, Section C, the Statement of Work, with documentation as required.

[END OF SECTION]

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATION

A description of the services to be performed is given in the attachments identified as, Attachment A and B. Line item 1 is described in attachment A, Federal Bureau of Prisons, Statement of Work, Community Corrections Center (CCC), dated Jauary 2000. Line item 2 is described in attachment B, Federal Bureau of Prisons, Statement of Work, Community Sanctions Center(CSC), dated January 2000.

[There Are No Clauses Included In This Section]

[END OF SECTION]

ATTACHMENT A

STATEMENT OF WORK

(SOW)

COMMUNITY CORRECTIONS CENTER

(CCC)

JANUARY 2000

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INTRODUCTION

The Bureau of Prisons (BOP) provides community-based residential and nonresidential correctional services through contractual agreements with state, county and city governments and private corrections contractors. These contractors provide services which include employment and residence development and other self-improvement opportunities to assist federal offenders in becoming law-abiding citizens.

1. OBJECTIVE. The objective is to establish a Community Corrections Center (CCC) that provides comprehensive community-based services for offenders, i.e., offenders who are in the custody of the BOP, United States Attorney General, or under the supervision of the United States Probation Office (USPO).

2. STATEMENT OF WORK (SOW). The SOW sets forth the contract performance requirements for the management and operation of a CCC for federal offenders. The contractor shall ensure that the CCC operates in a manner consistent with the mission of the BOP. The mission is to protect society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost efficient and appropriately secure, that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

3. PLACEMENT OF OFFENDERS. Only the Community Corrections Manager (CCM) can approve a federal offender's placement at a CCC.

4. CONTRACTOR'S RESPONSIBILITY. The contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

5. BOP'S PHILOSOPHICAL BASE. The BOP can successfully carry out its mission because its operations are firmly grounded in a set of common values and functional goals. A clear vision of the BOP's organizational and individualized responsibilities exist among employees. The BOP, as an organization, has a "culture" – a set of values and shared attitudes that guide staff's actions. These values are a source of pride and professionalism to all employees, as they see them reflected in safe, humane and cost effective operations, and in the fair treatment of offenders. The following values are important for contract employees to understand, because they describe some of the major portions of the BOP's culture.

- Sound Correctional Management – The BOP maintains effective security and control of its offenders in CCC facilities utilizing

the least restrictive means necessary. This approach is the essential foundation of all sound correctional management programs.

• Correctional Workers First – All BOP employees share with contract employees a common role as correctional workers and a mutual responsibility for maintaining safe and secure facilities and for modeling society's mainstream values and norms to offenders.

• Promotes Integrity – The BOP firmly adheres to a set of values that promotes honesty, integrity, and professionalism in order to ensure public confidence in its programs. These values also include the agency's prudent use of its allocated resources.

• Recognizes the Dignity of All – Recognizing the inherent dignity of all human beings and their potential for change, the BOP treats offenders fairly, is responsive to their needs, and affords them opportunities for self-improvement to facilitate successful re-entry into the community. The BOP recognizes that offenders are incarcerated as punishment, not for punishment.

• Community Relations – The BOP recognizes and facilitates the integral role of the community in accomplishing the BOP's mission. The BOP also works cooperatively with other law enforcement agencies, the Courts, and other components of the Government. BOP staff visit regularly with CCC contract employees to exchange information on areas of mutual concern. CCCs have proven to be invaluable in maintaining a productive link between the institution and the community in which it is located.

• High Standards – The BOP requires high standards of staff integrity, safety, security, sanitation, and discipline, which promotes a physically and emotionally sound environment for both staff and offenders.

One of the most important things a contract employee can do – for offenders and for society – is to motivate offenders to take advantage of self-improvement opportunities while confined. Contract employees also have an important responsibility to provide a model of mainstream values and standards to offenders in their daily lives and their work in the community. These elements – helping and motivating – call for a caring attitude toward offenders, one that sensibly meshes with the BOP's responsibility to protect society with the joint role the BOP has with the community and offender during the rehabilitation process.

Contract employees need to be firm but fair, humane but careful, in their interactions with offenders. It is possible to maintain security without compromising humane offender care.

Corrections is an important part of the rehabilitative process - offering the programs and services that can help offenders when they return to the community. Offenders should be provided information on these programs, presented in a way that encourages and motivates them to participate.

The CCC has an obligation to provide offenders with an opportunity to acquire the "tools" for self-improvement and law-abiding behavior upon release. Offenders must participate in maintaining family and community ties, through correspondence, visitation and planning for eventual release through participation in pre-release classes and other programs. They have the obligation to honor their debts and begin payment while confined. Each offender is personally responsible for taking advantage of available CCC programs.

These are important guiding principles for contract employees. They provide direction for decisions that carry out the BOP's mission. They also are the foundation of many expectations that the BOP will place on contract employees throughout performance of the contract.

6. CONTRACT PERFORMANCE. All services and programs shall comply with the SOW; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the BOP shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to BOP policy, Department of Justice (DOJ) regulation, Congressional mandate, Federal law or E.O.

Should the BOP invoke such changes, the contractor retains rights and remedies to equitable adjustment under the terms and conditions of the contract.

BOP reserves the right to enter into negotiations with the contractor to change the conditions or procedures in this SOW and contract.

BOP reserves the right to have various staff monitor contract performance. The BOP reserves the right to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance. The BOP may investigate any incident pertaining to the performance of this contract. The contractor shall comply and cooperate with the BOP on all investigations, monitoring visits, inspections and inquiries.

The contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency, e.g., Federal Bureau of Investigation, United States Marshals Service, state and local authorities, and immediately notify the CCM of the report. The contractor shall immediately report to the CCM any person or agency requesting to use an offender in any investigation.

The contractor shall submit any request for contract changes through the CCM to the Contracting Officer (CO) for approval.

Should electronic media, e.g., the Internet, be used by the contractor, the contractor shall manage the information in accordance with Federal law, regulations and policies of the U.S. Department of Justice and BOP. Offenders shall not have direct access to the Internet in the facility.

The BOP Internet web page (WWW.BOP.GOV) is available to the contractor as a resource for information.

7. SCOPE OF WORK. The contractor shall comply with all requirements in this SOW and other reference documents as indicated. The technical proposal is incorporated into the contract unless otherwise stated in the contract or defined by the CCM.

The contractor has affirmative responsibility to ensure proper management and oversight of their program. Absentee ownership shall not mitigate program integrity, responsiveness or responsibility.

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

The contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including those costs, expenses and attorneys fees incurred by the United States Government, the BOP and its employees or agents. The contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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

in any way from the performance of the contract or any subcontract under this contract.

The contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The contractor shall provide the CCM copies of all documents. The contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

The contractor shall develop operational policies and procedures that follow the requirements contained in this SOW and to generally accepted correctional practice as defined by the COTR.

Except as otherwise provided for in this SOW, all federal offenders shall receive the same treatment and services.

CHAPTER 1 - Administration and Organization

The contractor shall maintain a current written operations manual that is available to all staff. It shall describe the purpose, philosophy, programs, services, policies and procedures of the facility, and be updated on an as-needed basis. The operations manual shall address each chapter of the SOW. Staff shall have a general understanding of the operations manual. The operations manual shall contain all certifying tests, zoning and "permit to use" documents for the facility. The contractor must operate in accordance with the manual. The operations manual shall not circumvent the SOW requirements. The operations manual is a separate manual from the technical proposal. Staff shall at least annually review the operations manual which the contractor shall document. The operations manual shall be available for review by the BOP during inspections of the facility.

The contractor shall report, through the CCM, to the CO any deviation from the requirements of this SOW. The CCM will interpret the requirements of this SOW.

The contractor shall develop a written mission statement, long-range goals, and objectives, which shall be available for review by the BOP during inspection of the facility.

1. AMERICAN CORRECTIONAL ASSOCIATION (ACA). The BOP encourages the contractor to acquire certification in accordance with the most current edition(s) of the ACA Standards for Adult Community Residential Services.

If the facility is not ACA accredited, the contractor shall use the most recent edition(s) of the ACA Standards for Adult Community Residential Services as a guide in developing the operations manual.

The contractor shall advise the CCM in writing of their intent to seek ACA accreditation.

2. PERFORMANCE. The contractor shall maintain a current contingency plan to ensure continuity of service should unforseen circumstances occur, such as employee work actions or strikes. The plan must be available for the BOP upon inspection.

The contractor shall provide at least 75 percent of the contract requirements by using employees compensated directly by the contractor. This means the contractor cannot subcontract more than 25 percent of the contract requirements. The intent is to create a uniform composition of services under the control and supervision of the facility director. The contractor shall submit all proposed subcontracts to the BOP for approval when the contractor intends to seek the services of a subcontractor, e.g., food service or facility maintenance.

The contractor shall under no circumstances allow an offender to be in a position of control or authority over another offender, contract or subcontractor employee.

The contractor shall not use or allow offenders to be used for medical, pharmaceutical, or cosmetic experiments.

3. INFORMATION. The contractor shall comply with the requirements of the Freedom of Information Act 5 U.S.C. §552, Privacy Act, 5 U.S.C. §552a. and 28 CFR part 16, Production or Disclosure of Material or Information. The contractor shall seek the CCM's approval before releasing BOP records in response to a request for information. All documents produced as a result of this contract shall become the property of the BOP.

The contractor shall have written policy and procedures for staff managing information.

a. Government Contacts. The contractor shall post and display in a conspicuous location a listing of the names, addresses, and telephone numbers of the responsible Community Corrections Regional Administrator (CCRA), Management Center Administrator (MCA), CCM, Regional Director, and Chief USPO.

b. Congress. The contractor shall immediately notify the CCM when a request, e.g., information or tour of the facility, is made by a member of the United States Congress to the contractor.

c. News Media. The contractor shall notify the CCM when a request or contact is made by any media representative, i.e., a person whose principal employment is to gather or report news for a newspaper, magazine, national or international news service, or radio or television news program. These requests or contacts may include, but are not limited to, interviews, visits or impromptu questions with staff or offenders.

The contractor shall coordinate all public information issues with the CCM and clear, in advance, all press statements and releases.

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

d. Documentation. The contractor shall document that all requirements of this SOW are being met. The contractor has the affirmative responsibility to prove the requirements are being met.

The contractor shall maintain documentation showing their standing as a legal entity, or part of a legal entity, and shall maintain documentation indicating legal measures have been taken to provide continuity of service in case of incapacitation, retirement, or death of the contractor.

The contractor shall maintain documentation of their tax exempt status, if applicable.

The contractor shall have valid liability and property insurance for the facility and equipment, with documentation available for review.

e. Meetings. The facility director shall conduct staff meetings at least monthly to foster communication, establish policy, discuss problems, ensure compliance with SOW requirements, and accomplish program objectives. The contractor shall distribute new or revised policy and procedure to staff, volunteers, and if appropriate, offenders. The contractor shall document these meetings by providing a written summary of the minutes. This documentation shall be available to the BOP upon inspection.

f. Equipment. The contractor shall have a working fax machine and telephone for staff use only.

g. Translation. The contractor shall provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language as required by the composition of the offender population.

4. COMMUNITY OUTREACH. The contractor shall have written policy and procedures for a public information program which offers ongoing, positive communication between the facility and the local community, elected officials, law enforcement and citizens.

5. QUALITY CONTROL. The contractor shall develop a quality control plan, i.e., an internal system for monitoring programs through inspections or reviews conducted by the facility director or other staff. The contractor shall conduct at least one formal annual review of the facility's operation. The contractor shall report to the CCM in writing the results of the review to include any written finding(s) and action plans to correct the finding(s).

The contractor shall conduct a system of regular quality control as indicated in the contractor's quality control plan. The contractor shall make the plan and its outcomes available to the BOP upon any inspection. The contractor shall treat quality control as an ongoing process. Outcomes, quality and value can be enhanced by systematically designing, measuring, assessing, and improving the CCC's functions and processes, such as

CHAPTER 2 - Personnel

1. STAFF COVERAGE. The contractor shall have trained, paid staff, dressed and awake, on the premises to provide 24 hour coverage, seven days a week that provides for safe and secure supervision of all federal offenders, and that provides for the orderly running of the CCC.

The contractor shall staff at least one 7-day post, 24 hours a day, to supervise federal offenders. The contractor shall also provide key personnel in accordance with the number of offenders residing in a facility (see Key Personnel).

Housing configurations, e.g., several buildings, require the contractor to determine the number of staff needed to safely and securely supervise the federal offenders. A staff/offender ratio shall be submitted in the technical proposal based upon the layout of the proposed facility and the estimated number of federal offenders in the Request for Proposal (RFP).

The contractor shall maintain the staff/offender ratio (i.e., number and type of staff, specified in the contract, proportionate to the offender population) throughout the performance of the contract unless otherwise indicated by the CCM.

a. Staffing Pattern. The contractor shall concentrate staff when most offenders are available for program activities, normally during the evening hours.

The contractor shall submit, in the technical proposal, a sample of a weekly work schedule by position clearly defining the duty-hours of each position. The sample schedule shall indicate which positions are full-time and which are part-time. In addition, the work schedule will identify if the positions are devoted to federal offender supervision and/or program activities. The intent is to ensure that the contractor adequately staffs for both program activities and offender supervision.

NOTE: If the contractor's facility also houses non-federal offenders, the contractor shall specify what percentage of each position's time will be devoted to the federal contract.

b. Staff/Offender Ratio. The contractor is always responsible the appropriate supervision of federal offenders and the orderly running of the CCC. The staff/offender ratio established in the contract contributes to the contractor's ability to safely and securely operate the CCC. The contractor shall notify the CCM of any unforseen circumstance which may affect the safety, security or orderly running of the CCC. Accordingly, the CCM may determine that an adjustment to the staff/offender ratio is

warranted. The contractor shall comply with any changes to the ratio as directed by the CCM.

1) Population Changes. If the average monthly population (AMP) changes from the BOP's original projection for three consecutive months, the staff/offender ratio may be changed in accordance to the following:

a) If the AMP exceeds the original estimate by 25 percent for three consecutive months, the contractor shall add qualified staff consistent with the original staff/offender ratio.

b) If the AMP is 25 percent below the original estimate for three consecutive months, the contractor may reduce staff consistent with the original staff/offender ratio, as long as the contractor continues to provide safe and secure supervisor of federal offender.

c. Key Personnel. All key personnel are full-time employees. They work on-site at the facility. Key personnel at major use contracts (31 offenders or more) shall devote 100 percent of their working time to the federal contract. The intent is to ensure that key personnel work exclusively with federal offenders when the contractor also provides services to other offenders such as local or state offenders. The contractor shall identify to the CCM key personnel employed at the facility.

1) Full-time employment is 40 hours per week on-site.

2) The contractor shall staff at least four key personnel positions. They are the facility director, case manager, employment placement specialist (EPS), and counselor or an equivalent position. The EPS is required only at major use facilities.

The CCM must approve changes of key personnel before they are employed in a key personnel position.

The contractor shall staff all key personnel positions throughout the performance of the contract. The contractor shall notify the CCM in writing if key personnel vacate a position permanently and indicate when a replacement will be made. The notification shall occur within five working days after the vacancy.

d. Training. The contractor shall develop an employee training program in addition to any BOP provided training.

1) Contractor Training.

a) Annual. The contractor shall provide staff with at least 20 hours of annual refresher training relating to the operation of the CCC. The contractor shall document the training

topics, date, time and participants. The training shall at least cover the following:

- Discipline procedures for offenders
- Emergency Plans;
- Staff integrity and ethics;
- Accountability and security procedures;
- Life, safety and emergency procedures;
- Offender searches;
- Signs of suicide and suicide precautions;
- Use of force regulations and tactics;
- CDC Report writing;
- Universal precautions;
- Interpersonal relations and communication skills;
- Social and cultural life styles of the offender population;
- Prevention, identification, and handling of sexual abuse/assault incidents and
- Basic first aid.

b) Orientation. The contractor shall provide an orientation for all new employees during their first week of employment. Topics must include at least, a discussion of sexual abuse/assault prevention and intervention and Employee "Standards of Conduct." The contractor shall document the employees' participation, certifying date, time and completion in their personnel file.

2) BOP Training. At least one key personnel staff member attend and participate in the BOP regional training meeting, which is ordinarily scheduled every two years. The contractor is responsible for all costs associated with this training.

2. ORGANIZATIONAL CHART. The contractor shall maintain a narrative description and diagramed organizational chart outlining the structure of authority, responsibility, and accountability of both the facility and company. The intent is to gain an understanding of the "chain-of-command" between the governing board, chairperson of the board, chief executive officer, president, authorized negotiator, facility director to include key personnel, and other staff who will be directly supervising the federal offenders.

The contractor shall be responsible to the Government for acts and omissions of employees, and of subcontractors and their employees.

Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens shall not be employed by the contractor. The contractor shall ensure this

provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

3. PERSONNEL RECORDS. The contractor shall maintain a complete, confidential, and current personnel file for each employee. The contractor shall maintain this file on-site at the facility and make it available to the BOP upon request.

The contractor shall have a written personnel manual that describes policies and procedures covering at a minimum the following areas:

- Staff coverage
- Staff training
- Staff discipline
- Staff retention
- Organizational chart
- Staff orientation
- Staff development
- Personnel records
- Recruitment
- Separation from work
- Performance evaluation
- Standards of Conduct
- Volunteers
- Resignation

Note: The contractor shall develop a retention program designed to minimize employee turnover.

The personnel manual is a separate manual from the operations manual.

a. Affirmative Action. The contractor shall have a written policy specifying that equal employment opportunities exist for all positions. Full consideration shall be given to the recruitment, hiring, placement, retention, training, and advancement, of women, members of minority groups, disabled veterans, and qualified individuals with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job in question. The contractor shall not discriminate against individuals based on race, color, religion, sex, national origin, physical or mental disability, age, retaliation, or sexual orientation. In addition, the contractor shall not prevent women from working in male offender programs or men from working in female offender programs.

b. Employee Evaluation. The contractor shall develop written policies and procedures for an annual written performance review of each employee based on defined criteria. The results are discussed with the employee, and the review is signed by the employee and evaluator.

c. Newly Hired Employees. The contractor shall have written policy providing for a probationary term followed by permanent status for new or newly promoted employees.

d. Job Descriptions. The contractor shall establish job descriptions for all staff positions performing services under this contract. Each job description shall accurately describe duties for the position and include, at a minimum a job title, the minimum education and experience qualifications required, and specific duties and responsibilities.

The minimum education and experience qualifications for the position of facility director (facility manager, CCC supervisor, center director and all other similar titles) shall be four years of academic studies in a social or behavioral science program from an accredited college or university. Work experience may be substituted for academic studies exchanging one year of work experience in a related field for one year of academic education. In addition to the academic requirement, one year of supervisory experience is required. A four year degree with supervisory experience in the corrections field is preferred.

e. Social Security Card. The contractor shall ensure each employee and any subcontractor, has a social security card issued by the U.S. Social Security Administration, and is a United States citizen or a person lawfully admitted into the United States as a permanent resident.

4. BACKGROUND INFORMATION. Contract employees must be approved by the CCM before they may work with federal offenders.

The contractor shall submit a person's name and relevant information to the CCM for a fingerprint and background check only after the contractor has determined that this person is appropriate for employment and that this person will work with federal offenders.

The contractor shall secure from a person (i.e., a person who the contractor employs or intends to employ and who will be working with federal offenders) a signed consent form using Attachment A, AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION. The contractor shall then submit to the CCM the relevant information, including the signed consent form. This begins the fingerprint and background checks. The contractor shall not submit any person which the contractor does not employ or intend to employ.

The contractor shall require this person to provide complete details of any conviction record or current charges for any violation of law. The information will be used to determine the person's fitness for working with federal offenders.

The information shall include full name, date of birth, state of birth, sex, race, social security number, and previous cities and state(s) of residence. The contractor shall notify this person that a National Crime Information Center/National Law Enforcement Telecommunication System (NCIC/NLETS), fingerprint, criminal

records and other appropriate background checks will be processed by the BOP to verify this information. The intent is to ensure that all contract employees are effectively and efficiently screened to ensure their acceptability to work with federal offenders.

This person shall not begin working with federal offenders before clearance is obtained from the CCM. The CCM may grant the person temporary clearance to work with federal offenders after the NCIC/NLETS check is conducted if the results of the check are appropriate.

The final approval or disapproval by the CCM will follow the CCM's receipt of the fingerprint and/or other background checks. The contractor shall understand that the granting of final approval shall not occur until after the CCM receives a response(s) from the fingerprint or other background checks and these checks prove to be appropriate.

This action shall in no way prevent, preclude, or bar the withdrawal or termination of any prior clearance or approval by the CCM at any time during the term of the contract.

The CCM will ordinarily approve a person to work with federal offenders in accordance with guidelines established in the most recent version of the BOP program statement entitled Contract Staff Integrity for Privately Operated Community Corrections Residential Facilities.

The contractor shall verify training and experience of all staff. This includes credentials for all professional staff. The contractor shall document the verification in the personnel file and make it available to the CCM during inspections.

The contractor shall voucher potential employees through reference and employment checks. The contractor shall document information regarding reference and employment checks in the employee's personnel file.

5. STANDARDS OF CONDUCT. The contractor shall develop written policy, procedures and practice, subsequently referred to as the Standards of Conduct, on employee conduct, ethics and responsibility. The contractor shall notify employees of the Standards of Conduct and document this notification in their personnel files.

The contractor shall require all employees to sign an acknowledgment that they have received and understand the Standards of Conduct and shall cooperate fully by providing all pertinent information which they may have with any investigative authority. Full cooperation means and requires truthfully

responding to all questions and providing a signed affidavit, if requested.

The contractor shall also document this acknowledgment in each employee's personnel file.

Investigative authorities include, but are not limited to, investigations conducted by the Federal Bureau of Investigation, Office of the Inspector General, Office of Professional Responsibility, BOP Office of Internal Affairs, Office of Personnel Management, BOP Special Investigative Agent, BOP Special Investigative Supervisor, Equal Employment Opportunity Investigator, Department of Labor, U.S. General Accounting Office, U.S. Marshal Service or any other agent or agency the CCM authorizes or directs to conduct an investigation.

a. At a minimum, the contractor shall include in the "Standards of Conduct" the following:

•Employees shall conduct themselves professionally and in a manner that creates and maintains respect for the CCC, BOP, the Department of Justice, and the U.S. Government.

•Employees shall avoid any action that might result in, or create the appearance of, adversely affecting the confidence of the public in the integrity of the U.S. Government.

•Employees shall uphold the ethical rules governing their professions, including complying with applicable licensing authority rules, unless they conflict with federal law.

•Employees shall not use or possess illegal drugs or narcotics. They shall not abuse any drugs or narcotics. Use of alcoholic beverages or being under the influence of alcohol while on duty, present in the facility, or immediately before reporting for duty is prohibited. An employee while on duty or in the facility is considered to be under the influence of alcohol if their blood alcohol content level is 0.02 percent or greater.

•Employees shall not allow themselves to show partiality toward, or become emotionally, physically, sexually, or financially involved with offenders, former offenders, or the families of offenders or former offenders. Chaplains, psychologists, and psychiatrists may continue a previously established therapeutic relationship with a former offender in accordance with their respective codes of professional conduct and responsibility.

•Employees shall not engage in, or allow another person to engage in, sexual behavior with an offender. Regardless of whether force is used or threatened, there can be no consensual sex between employees and offenders.

•Employees shall not offer or give to an offender or a former offender or any member of his or her family, or to any person known to be associated with an offender or former offender, any article, favor, or service, which is not authorized in the performance of the employee's duties. Employees shall not accept any gift, personal service, or favor from an offender or former offender or from anyone known to be associated with or related to an offender or former offender. This prohibition includes becoming involved with families or associates of any offender.

•Employees shall not show favoritism or give preferential treatment to one offender, or a group of offenders, over another.

•Employees shall not use profane, obscene, or otherwise abusive language when communicating with offenders, fellow employees, or others. Employees shall conduct themselves in a manner that is not demeaning to offenders or fellow employees.

•Employees shall remain fully alert and attentive during duty hours.

•Employees shall not have any outside contact with an offender, ex-offender, offender's family or close associates, for a period of one year from the last day of the offender's sentence or supervision, whichever is later, except those activities that are an approved, integral part of the CCC program and a part of the employee's job description.

•Employees shall not engage in any conduct that is criminal in nature or which would bring discredit upon the CCC, BOP, Department of Justice or U.S. Government. Employees' conduct must be above reproach. It is expected that employees shall obey, not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the facility director. The facility director shall immediately report the incident to the CCM. Traffic violations resulting in fines less than $150 shall be exempt from this reporting requirement.

•Employees shall not use brutality, physical violence, or intimidation toward offenders, or use any unauthorized or inappropriate force.

•Employees shall not have an inappropriate contact or relationship with their supervisor or subordinate.

•Employees shall not possess lethal weapons or weapons which may inflict personal injury in the facility or while on duty.

•Employees suspected of any "Standard of Conduct" violation are subject to the least restrictive action(s) which will protect the safety, security and orderly running of the facility.

b. The contractor shall not conduct an investigation of any misconduct allegation without the BOP's approval. This includes questioning the subject of a misconduct allegation. The contractor shall advise all employees that they are subject to Government investigation if an allegation is made concerning any interest of the Government.

c. The contractor shall report any allegation, violation or attempted violation of the "Standards of Conduct" immediately by telephone. The contractor shall subsequently report in writing to the CCM, within one calendar day after becoming aware of the incident. The contractor shall not restrict any employee or offender from reporting misconduct directly to the BOP. Moreover, the contractor shall not retaliate against any employee or offender who reports misconduct.

Following the investigation and if allegations are sustained, the contractor shall indicate, in writing, to the BOP their plan of action indicating the disposition of the employee. The BOP has the right to determine if the employee may continue to work with federal offenders.

Failure to report a violation or take appropriate action against an employee may subject the contractor to appropriate action, up to and including termination of the contract.

d. The contractor shall not employ any individual who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons with previous criminal convictions who are not under supervision may be considered for employment. However, the BOP reserves the right of approval in such cases. Consideration will be given to such factors as criminal history, time elapsed since conviction(s), and subsequent adjustment in the community.

e. The contractor shall have a written policy to prevent conflicts of interest that specifically states that no employee may use his or her official position working with federal offenders to secure privileges or advantages in the facility or in the community.

f. Safety of offenders and staff is the highest priority. Contract employees may justify the use of physical force in the following situations: when there is eminent danger to their safety or life; when there is eminent danger to the safety or life of another person; to prevent an offender from self-inflicted harm; or to prevent the loss or damage of property.

Justifiable physical force is the minimum degree of force used to control the situation.

All employees shall use only the force necessary to control the situation. They shall not use excessive force. The contractor shall immediately report any instance of the use of physical force to the CCM, by the most expeditious means available, e.g. telephone. The contractor shall submit in writing, within one calendar day after the incident, a carefully documented written report to the CCM.

g. The BOP strictly prohibits contract employees and offenders from ~~using or possessing~~ any lethal ~~weapon, pepper spray or other~~ self-defense type of chemical agent in the contract facility. Offenders shall not posses or use any of these items at any time.

6. SEXUAL ABUSE INFORMATION. The contractor has the responsibility to provide a working environment that is free from sexual harassment and intimidation in accordance with Title VII of the Civil Rights Act of 1964, as amended. Sexual abuse/assault/misconduct is verbal or physical conduct of a sexual nature directed toward an offender or employee by another offender, employee, or volunteer of the facility.

The contractor shall ensure that policy prohibits sexual abuse/assault/misconduct by employees against federal offenders or other employees. Sexual misconduct is illegal and a violation of federal law.

The contractor shall develop and implement a comprehensive staff training program addressing the facility's sexual abuse/assault/misconduct prevention and intervention program. Written policy, procedure, and practice shall provide that all staff receive such training during employee orientation and on an annual basis as part of the facility's in-service training plan.

7. VOLUNTEERS. The BOP encourages the use of volunteers. Contractors will use volunteers to provide a variety of programs, such as marriage and family enrichment, substance abuse education, literacy, spiritual growth, recreation, health education, fitness, vocational training and many others. While providing these valuable services, volunteers reinforce the societal values conveyed daily by staff. Direct volunteer assistance is useful to an offender's successful community reintegration.

Volunteers are private citizens or students, age 18 or older, who provide a variety of unpaid services that would not otherwise be performed by a paid employee.

Volunteers who provide services in a CCC under the direct observation and supervision of paid staff will not need to undergo any security background clearances.

Volunteers at a CCC who provide services without any direct supervision must submit to the same background checks as paid staff. In addition, the contractor shall have the volunteer complete the BOP form entitled APPLICATION FOR VOLUNTEER SERVICE to the CCM. The contractor shall report the number of volunteers quarterly to the CCM.

The contractor shall provide a brief orientation program for all volunteers and provide specific written guidance in the format of a "Volunteers Manual."

CHAPTER 3 - Facility

The facility shall comply with applicable local, state, and national health, safety, environmental laws, regulations, and Executive Orders, and building codes. In the event local, state, and national codes conflict, the most stringent will apply. The contractor shall adhere to the requirements of: the Architectural Barriers Act of 1968 as amended; Rehabilitation Act of 1973 as amended and sections 502 and 504; Americans With Disabilities Act (ADA) of 1990 as amended; Uniform Federal Accessibility Standards (UFAS); the National Fire Codes published by the National Fire Protection Association with special emphasis on the 101 Life Safety Code; Occupational Safety and Health Act of 1970 as amended; U.S. Food and Drug Administration, U.S. Public Health Service, Food Code; Occupational Safety and Health Administration's (OSHA) General Industry Standards; American National Standards Institute (ANSI) A-117.1, as determined by the local building inspector general; Building Official Code Administrators (BOCA) section 404.1 entitled Minimum Plumbing Facilities; American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Published Standards & Guidelines; American Society of Sanitary Engineering Standards; Uniform Plumbing Code; 16 CFR §1632, Standard for the Flammability of Mattresses and Mattress Pads (FF 4-72, Amended); Current Edition; Flammability Standard DOC-FF-472; California State Technical Bulletin 106; NFPA Codes 1, 10, 13, 13R, 25, 70, 96, and 101; and any other codes or regulations indicated in the SOW.

The contractor shall maintain copies of all required environmental permits and registrations or letters from permitting authorities indicating that the facility is in compliance or is specifically exempt from the standard in question. The contractor shall make these documents available on-site and to the BOP upon request.

1. SITE & FLOOR PLANS. Each technical proposal shall include a professional copy of the site and floor plan for the proposed facility in accordance with the requirements in this section. Each technical proposal shall also include an accurate photograph, taken within 120 days of proposal submission, showing the front and back outside view of the facility.

The contractor shall submit to the CCM for approval any request to change the site or floor plan from what was approved in the contract. The contractor will maintain and make available an accurate site and floor plan on-site at all times for the inspection of the BOP. These plans shall meet the requirements stated in this section.

a. Site. The contractor shall submit half size prints for site plans (Scale of original document: Minimum 1" = 100 feet) showing:

- The location of buildings, roads, fences, parking lots, walkways, and adjacent buildings, identifying their function.

b. Floor. The contractor shall submit half-size prints for architectural floor plans of each building (Scale of original document: 1/8" = 1 foot) showing:

- Layout, name and function of all rooms;
- Bed location, number of bed(s) in each room;
- Show unencumbered space area per occupant and indicate square footage;
- Location of fire suppression equipment;
- Total gross square footage of entire facility;
- Total gross square footage of each room;
- Area of safe refuge; and
- All building entries and exits.

The contractor shall also identify in the floor plans the exact location and dimensions of sleeping room(s), counseling room(s), lavatories, dining room(s), fire exits, and kitchen(s).

2. LOCATION. The contractor shall locate the facility within one mile of public transportation, or the contractor shall provide transportation for offenders to seek employment, work, and participate in program activities at no cost to the offender.

The contractor shall locate the facility in an area where the commuting time to the general area of work is ordinarily no more than one and one-half hours each way via public or contractor provided transportation.

The contractor shall arrange for transportation for indigent offenders seeking employment at no cost to the offender.

The facility shall not be part of a building which houses any other business, serves alcohol or provides some type of entertainment. The BOP strictly prohibits the use or possession of alcohol in the contract facility. The contractor shall ensure the building is appropriately zoned. The contractor shall maintain a permit from the local or state enforcement body or authorized representative having jurisdiction to operate. The contractor shall make these documents available on-site and to the BOP upon request.

3. PLANT REQUIREMENTS.

a. Air Circulation. The facility's sleeping rooms shall have adequate ventilation of outside or recirculated filtered air. The BOP authority having jurisdiction determines if adequate natural or mechanical ventilation is present.

b. Lighting. All personal living and sleeping areas in the facility shall have lighting of at least 20 foot candles. Lighting in washrooms and resident grooming areas shall have lighting of at least 30 foot candles. Illumination for walk-in refrigerator, freezer, closet and/or storage areas shall be at least 10 foot candles.

c. Space. A minimum of 25 continuous square feet of unencumbered space per occupant in the sleeping rooms shall be provided. The contractor shall ensure that the square footage area is not obstructed by any object, e.g., bed, furniture, or fixed building structure, and allows a reasonable person enough space to freely move about. The sleeping room area shall provide reasonable privacy to the offender; however, it shall be accessible to staff at all times. Areas such as day rooms, closets, bathrooms, TV rooms, dining rooms, or halls shall not be considered as sleeping rooms.

The contractor shall provide each offender with a bed and one closet or metal locker which provides for adequate space and is adjacent to or located in their sleeping area for the storage of personal items. Adequate space means an area which provides a reasonable person enough room to store personal clothes and hygiene articles. The contractor shall always have instant access to all closets and metal lockers for reasons of security and safety.

Co-correctional facilities shall provide for separate sleeping, bathing, and toilet areas by gender. The contractor shall provide reasonable control for appropriate separation of offenders by gender. If the facility is co-correctional, the contractor shall indicate separate sleeping, bathing, and toilet areas by gender on the architectural floor plans.

The contractor shall provide appropriate space and furnishings for private counseling sessions, group meetings, visits, and recreation.

The contractor shall indicate in the technical proposal that the facility is accessible to persons with disabilities, or provide a contingency plan to make the facility accessible. If a contingency plan is needed, the contractor shall address all deficiencies and specify a date when the facility will meet the requirement. If the targeted completion date is post-contract award, progress shall be reported annually to the CCM in conjunction with the contractor's annual review.

d. Lavatory. The facility shall have at least one operable toilet for every ten offenders, one shower (or bathing area) for every eight offenders, and one wash basin for every six offenders. If the facility is con-correctional, the contractor

shall provide the same lavatory accommodations for the females, separate from the males.

Showers and wash basins shall have hot and cold water. Hot water temperature shall be thermostatically controlled so the water does not exceed 120° Fahrenheit (49° Celsius), except for food service equipment. Temperature control devices shall be inaccessible to offenders and unauthorized personnel.

e. Laundry. Laundry facilities shall be available to all offenders. The contractor shall provide one operable washer and dryer for every 16 offenders in the facility or through a community establishment within one mile of the facility. The contractor shall provide laundering services at no cost to federal offenders.

f. Telephone. The contractor shall provide the offenders telephone service which is accessible on the facility's premises. The use of pay telephones is acceptable. The contractor will provide at least one telephone for every 10 offenders.

g. Room Temperature. The contractor will maintain the temperature at a level appropriate for the season.

h. General. The site of performance shall not operate as a hotel or motel.

The interior of the contract facility shall be a non-smoking area and signs shall be conspicuously posted indicating this requirement. The contractor may designate smoking areas outside the contract facility at least 10 away from all entrance and exits.

I. Drinking Fountains. The contractor shall provide drinking fountains in the facility in accordance with BOCA, ADA and the Clean Water Act. The facility shall have at least one drinking fountain for every 100 occupants.

CHAPTER 4 - Life/Safety

Any structure used to house federal offenders must meet specific fire and safety standards before it can be approved by the BOP. In applying these standards, the safety and welfare of both staff and offenders must be considered. The contractor shall maintain an acceptable level of fire and life safety by complying with the most current edition of applicable fire safety codes, standards and regulations of the National Fire Protection Association (NFPA).

The contractor shall comply with the most current version of the following NFPA codes and standards:

- NFPA 1: Fire Prevention Code
- NFPA 10: Standard for Portable Fire Extinguishers
- NFPA 13: Standard for the Installation of Sprinkler Systems
- NFPA 13R: Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height
- NFPA 25: Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
- NFPA 70: National Electric Code
- NFPA 72: National Fire Alarm Code
- NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
- NFPA 101: Life Safety Code
- NFPA 260: Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture
- NFPA 261: Standard Method of Test for Determining Resistance of Mock-Up Upholstered Furniture Material Assemblies to Ignition by Smoldering Cigarettes
- NFPA 701: Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

BOP reserves the right to act as the Authority Having Jurisdiction (AHJ) with respect to the interpretation, enforcement, and waivers of the NFPA requirements. All applicable NFPA requirements are mandatory.

The contractor shall also comply with the most current version of the following California State Technical Information Bulletins, published by the California Bureau of Home Furnishings and Thermal Insulation: Bulletins 106, 116, 117, 121 and 133. The BOP reserves the right to act as the AHJ with respect to the interpretation, enforcement, and waivers of these requirements.

1. INSPECTION. The contractor shall maintain a current independent third party certification that all buildings used to house federal offenders are in compliance with NFPA 101. In addition, the contractor shall have each building inspected

annually by a local or state AHJ. Inspection reports shall be retained and made available to the BOP to indicate the inspections were completed in a timely and appropriate manner.

2. FIRE EVACUATION AND EMERGENCY PLANS. The contractor shall maintain current written emergency plans. These plans shall be available and reviewed by all staff annually. The contractor shall document the review and make this available on-site for BOP inspection.

The plans shall describe the procedures to follow in emergency situations, and be updated on an as-needed basis. The contractor shall submit to the CCM a current copy of the emergency plans after contract award and before the notice to proceed performance is given by the CO. The contractor shall forward any subsequent changes or updates to the emergency plans to the CCM. The intent is that both the CCM and the contractor will have a set of current procedures to use if an emergency occurs.

The contractor shall ensure all emergency contact telephone numbers and addresses are up-to-date and valid.

The plans shall identify potential emergency situations such as a fire or major emergency (including man-made and natural disasters) and outline appropriate action which ensures offender accountability and safety. At a minimum, the plans shall include instructions for the following:

- Immediate notification to the fire department;
- Facility and community search for missing offenders;
- Automated information backup procedures (if needed);
- Utility services interruption, i.e., water, gas, power;
- Evacuation in case of fire;
- Procedures in the event of man-made or natural disasters;
- Evacuation routes and procedures;
- Immediate notification of community emergency response teams;
- Notification of authorities, including internal and external; and
- Control or extinguishment of a fire.

a. Emergency Evacuation Training. The contractor shall train all staff in emergency procedures within one week of their initial employment. In addition, the contractor shall include emergency training in annual refresher training. The contractor shall document all training.

b. Diagramed Evacuation Routes and Drills. The contractor shall post diagramed evacuation routes at a conspicuous location on every floor or level of the facility. The contractor shall not use the site and floor plan for this requirement. The diagram shall meet NFPA requirements.

A diagramed emergency evacuation route shall identify "You Are Here" location and be compatible with the floor plan. This diagram shall also show the exterior areas around the facility and indicate outside areas of the facility used as assembly points or other areas of safe refuge during an emergency evacuation or drill.

The diagram shall include the location of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies. It will also show areas of safe refuge from inclement weather.

The contractor shall review all emergency and evacuation procedures, including diagramed evacuation routes, with each new offender upon arrival.

The contractor shall conduct at least one monthly evacuation drill during the hours when most offenders are in the facility. Documentation of each drill shall include how the evacuation alarms were activated, date and time of the drill, amount of time taken to evacuate the building, evacuation path used, number of staff and offenders participating, and comments.

c. Fire Alarm Systems. All buildings used to house federal offenders must be equipped with an automatic fire detection and alarm system designed, installed, tested, and maintained in accordance with NFPA. The system design must incorporate hard wired smoke detectors in all sleeping rooms, corridors, and common areas. The alarm system must be hard wired into an annunciator panel, located at a central control point under 24-hour staff supervision.

d. Fire Extinguishers. Buildings used to house federal offenders must be equipped with an adequate number of portable fire extinguisher that are sized, located, installed, tested, and maintained in accordance with NFPA. At least one extinguisher must be provided on each level of the building.

3. FURNISHINGS. Combustible and flammable fuel load sources shall be kept to a minimum to prevent the possible spread of fire. The contractor's furnishings shall meet the standard test requirements in the California State Technical Information Bulletins.

All mattresses, mattress pads, and pillows throughout the facility shall meet the Flammability Standard DOC-FF-472 or Federal Flammability Standard 16 CFR §1632. The contractor shall maintain documented compliance of this requirement.

Interior furnishings such as window covers, curtains, sofas, chairs, etc., shall meet the requirement of all NFPA standards. These are to be considered minimum requirements.

The contractor shall maintain documentation of compliance with NFPA standards.

NOTE: These requirements apply to the entire structure, even when federal offenders occupy only a portion of the facility. An exception is when the area housing federal offenders is separated from other areas of the building by a two-hour fire wall which meets the approval of the AHJ.

CHAPTER 5 - Sanitation & Environment

1. SANITATION. An aggressive, well-defined sanitation and housekeeping plan is of utmost importance for the protection of health and well-being. In addition, proper sanitation throughout the facility complements fire and pest control efforts. All too often, failure to maintain an aggressive program results in preventable accidents, injuries, and personal liability.

The contractor shall maintain a written sanitation and housekeeping plan which provides for the upkeep of the facility. The plan shall be made available to the BOP upon inspection.

The housekeeping plan shall assign specific duties and responsibilities to staff and offenders. The plan shall address the following:

- The contractor shall ensure the facility and surrounding area are kept clean and in good repair at all times.

- Sidewalks leading from the exits shall always be clear of materials, debris, ice, and snow.

- The contractor shall document weekly sanitation and safety inspections of all internal and external areas and equipment. Documentation shall indicate corrective action to be taken on discrepancies found during these inspections. The action will be done in a timely manner.

- Waste containers shall be of noncombustible or other approved materials.

- Filters on furnaces and ventilation systems are to be exchanged and kept clean per manufacturer's requirement. The contractor shall not allow the ventilation system ducts and vents to accumulate excessive dust and dirt build-up.

- The contractor shall equitably assign general housekeeping chores of common areas to all offenders.

The contractor shall maintain a high standard of sanitation and environmental health throughout the facility. Offenders are not permitted to perform work for the contractor, except as part of the sanitation and housekeeping plan. The contractor may require offenders to maintain high sanitation in their living areas. This includes sweeping and cleaning their sleeping areas, recreation or day rooms, bathrooms and showers, passages and hallway areas. "Extra Duty" to clean an area of the facility could be imposed for minor rule infractions in accordance to the chapter on discipline. The contractor will not use offenders in lieu of paid workers.

2. ENVIRONMENT. The contractor shall establish and conduct a comprehensive environmental and pollution prevention program to use source reduction techniques and sound recycling practices in accordance with state or local ordinances. If there are no state or local ordinances in place, the contractor shall develop an environmental awareness program for offenders.

The contractor shall at no time dispose of hazardous, toxic or caustic substances by unsafe methods. Unsafe methods include spreading or pouring it onto the ground, dumping in a lake, river or stream, and flushing into sewers.

1. TRAINING. The contractor shall train all staff in the proper handling and use of all hazardous, toxic, caustic, and flammable materials within two weeks of their initial employment or whenever a new hazard is introduced into their work area and annually thereafter.

All offenders shall receive training during intake screening. If controlled materials are issued to an offender for authorized use, the offender shall sign an acknowledgment specifying they understand the proper use of the material as well as its potential health hazards. The contractor shall document all training. Training shall include:

- Methods that may be used to detect the presence or release of hazardous materials in the facility;

- The potential health hazards of chemical spills in the work area;

- The measures employees and offenders can take to protect themselves from these hazards, including procedures such as universal precautions and personal protective equipment;

- The details of the hazard plan developed by the contractor, including an explanation of the labeling system and the MSDS, and how employees and offenders can obtain and use the appropriate information regarding hazardous materials.

2. MSDS. When using an identified hazardous material, the contractor shall obtain and maintain the MSDS (OSHA-174 form or its equivalent) for that material. MSDSs shall be maintained and readily accessible to staff and offenders. The MSDS lists information about the storage, use, and disposal of the material, and those requirements shall be followed.

Staff shall review annually the MSDS to ensure that it is current. Staff shall document this review and make it available to the BOP upon inspection.

3. MANAGEMENT. The contractor shall provide a method of accountability and supervision for chemicals and hazardous materials. Employees shall continually demonstrate to offenders the proper use of these materials.
Offender personal hygiene items are exempt from this requirement.

NOTE: Flammable materials such as gasoline, kerosine, and paint thinner are stored outside of the main facility, unless otherwise indicated by the AHJ.

The contractor shall provide a level of supervision required for chemicals and hazardous materials determined by the level of hazard labeling. The MSDS will outline the precautions to be used for each chemical.

The contractor shall use good judgement when making decisions regarding the use and storage of chemicals and hazardous materials. The intent is to manage chemicals and hazardous materials in accordance with governing regulations while providing a safe environment for both offenders and staff members.

CHAPTER 8 - Pest Control & Waste Management

1. PEST CONTROL. The EPA has set standards for pesticide handling and use. These include such areas as record keeping, storage and disposal procedures, filling and mixing methods. The intent is to help make pesticide use safer for people and the environment.

State laws also govern pesticide use. Both federal and state laws and regulations apply to any person using pesticides within a state. In some cases, it may be feasible for the contractor to contract for these services through a licensed exterminator. However, the best method of pest control is the establishment and maintenance of good housekeeping practices.

The contractor shall provide for vermin and pest control and disposal. Control and accountability of pesticides and rodenticide are mandatory.

In addition, the contractor shall store pesticides in a cool, dry, and well ventilated room which can be locked. The contractor shall also store all pesticides in their original containers.

Triple rinse all empty pesticide containers before disposing. Disposable aerosol containers are not to have any "charge" remaining in them at the time of their disposal.

The contractor shall place screens in good condition on all open windows and doors throughout the contract facility to include food preparation and dining areas.

2. WASTE REMOVAL. The contractor shall provide noncombustible containers in such sizes and quantities needed to be sufficient for trash collection.

Remove trash at least daily from inside of the facility. The contractor shall ensure that all garbage is removed from the facility property to ensure sanitation and to prevent accumulation, odors and pest control problems. The contractor is responsible for all trash removal.

CHAPTER 9 - Referral and Intake Processing

The contractor shall have written policy and procedures governing offender referral and intake processing.

The contractor should be able to manage any offender approved for referral by the CCM. However, due to the unique circumstances and complexities which the contractor may face, the contractor shall submit a criteria for rejecting referrals as part of their technical proposal. The CCM will consider this established rejection criteria along with the criteria published in the most recent version of BOP P.S. entitled COMMUNITY CORRECTIONS CENTER (CCC) UTILIZATION AND TRANSFER PROCEDURES when making referrals to the contractor. The contractor shall not discriminate against offenders based on race, color, religion, sex, national origin, physical or mental disability, medical diagnosis or infectious disease, age, retaliation, or sexual orientation.

The contractor shall accept only offenders who are approved by the CCM. Acceptance of a federal offender without the CCM's approval may result in non-payment and jeopardize the contractor's performance under this contract.

1. REFERRALS. The contractor shall consider all offenders for placement at the facility. The CCM will forward a referral packet to the contractor requesting a specific placement date. Within no more than five calendar days of receipt of the referral packet, the contractor shall in writing notify the CCM whether the referral is accepted or rejected.

> NOTE: To help expedite the referral process, the contractor shall telephonically discuss with the CCM any referral considered to be unacceptable.

a. Acceptance. The contractor shall fax a copy of the acceptance letter to the CCM confirming the reporting date. If the reporting date differs from referral packet, the contractor must obtain concurrence from the CCM before notifying the referring agent of the acceptance.

1) Transferring from a BOP institution. The contractor will send the acceptance letter, subsistence collection agreements, and CCC rules and regulations to the offender in care of the Unit Manager as indicated in the referral packet.

2) Direct Court commitment. The contractor will send the acceptance letter, subsistence collection agreements, and CCC rules and regulations directly to the offender.

3) Supervision case. The contractor will send the acceptance letter, subsistence collection agreements, and CCC

rules and regulations directly to the offender with copies to USPO.

b. Rejection. The contractor shall specify in writing their reason(s) for rejecting the referral. The expectation is that the contractor will reject a referral only in accordance with the rejection criteria established in the contract.

The reason(s) for rejection shall be immediately faxed to the CCM. The contractor shall mail an original signature copy of the rejection to the CCM. The contractor shall not delegate the decision to reject a referral below the level of the facility director.

2. ADMISSION. The contractor shall develop an intake process. Immediately upon an offender's arrival, staff shall interview the offender to determine if there are non-medical reasons for housing the offender away from the facility's offender population. Staff shall conduct the interview in private away from other offenders. Staff shall evaluate both the general physical appearance and emotional condition of the offender. In addition, the interview shall inform the offender about the CCC rules and regulations such as a contact person regarding incidents of sexual abuse/assault, discipline, curfew, visiting.

When an offender is indigent, the contractor shall provide personal hygiene articles at no cost to the offender. Examples include, soap, toothbrush, toothpaste or powder, comb, and toilet paper. If the contractor accepts women, the contractor shall also provide products for female hygiene needs.

Upon arrival, the contractor shall issue each offender one complete set of clean bed linens and towels. The contractor shall provide for the exchange or laundering of these items on a weekly basis, at no cost to the offender.

In addition, staff shall review available documents, e.g., Judgement and Commitment (J&C) Order from the sentencing Court, criminal records, presentence investigation reports, for any indication that an offender has a history of sexually aggressive, violent or escape behavior. The contractor shall report these behaviors to the CCM.

a. Notification. When an offender reports to the CCC for admission, the contractor shall immediately notify the CCM using either a fax or telephone. This includes arrivals during the evening hours, weekend, or holidays. The CCM may specify a means for immediate notification. The contractor shall also send written notification to the CCM within three calendar days. If the reporting offender is a supervision case, the contractor shall, in addition, notify the appropriate USPO.

Should an offender not arrive within two hours of the designated time, the contractor shall immediately notify the CCM that the offender failed to report to the CCC for admission. Accountability is paramount. Any committed offender who fails to report to a contract facility for admission may be placed on escape status.

> NOTE: The federal escape statute applies only to those who escape from the custody of the Attorney General or BOP. An offender housed at a CCC as a condition of supervision is ordinarily deemed not to be in the custody of the Attorney General or the BOP. These offenders may be considered to have absconded rather than escaped. However, some offenders during supervision are in custody and could be considered to have escaped. This can be confusing. To prevent this confusion, the contractor shall immediately report all offenders who fail to report to the CCC for admission to the CCM.

b. Documentation. The contractor will process all required documents and return them to the CCM within five calendar day of the offender's arrival. The contractor will maintain copies of all processed documents in the offender's file.

1) Transfer Orders. For institution transfers, the contractor shall sign and return the Transfer Order (Return of Service) to the CCM within five calendar days of the offender's arrival.

2) Judgement/Commitment Case Order. The contractor shall execute the Order upon arrival of direct court commitments. Staff must sign and date the original Order, indicate the offender's arrival and return the Order to the CCM with a copy to the U.S. Marshal (USM) of the sentencing district.

3) Fingerprints. The contractor shall fingerprint all offenders. If the contractor does not have staff trained in fingerprinting procedures, arrangements may be made with a local law enforcement agency. In this case, staff shall accompany the offender when prints are taken. Staff may contact the CCM for assistance in arranging for fingerprints.

CCCs operated by state correctional or parole agencies shall forward fingerprint cards to the CCM. However, the CCM may authorize the agency to send the cards directly to the FBI.

a) For institution transfers (BOP cases), the contractor shall execute the Authorized Unescorted Commitment & Transfers Identification Card by fingerprinting the offender's thumb in the designated spot. The contractor shall forward the executed card to the CCM within five calendar days of the offender's arrival.

It is critical that staff compare the new thumb print with the thumb print on the card to verify the identity of the offender. Identification is also done by comparing the offender with the photo on the card and questioning the offender about their name, date of birth, offense, and register number.

b) The contractor shall take three sets of fingerprints of direct court commitments (BOP cases) and one set of USPO cases immediately upon arrival. Two sets of the fingerprints of direct court commitments shall be forwarded to the CCM. The remaining set of fingerprints and the one set on USPO offenders cases will be kept in the offender's file at the CCC.

4) Intake Screening Form. The contractor shall complete Attachment B, INITIAL INTAKE FORM, for each offender and place it in the offender's file.

5) Photograph. The contractor shall photograph each offender admitted to the center and retain the photograph in the offender's file and furnish the CCM a copy. This will provide for a recent, clear means of identification, which is especially useful in subsequent matters of investigation, discipline or escape.

6) Conditions of Residential Community Programs. Each offender must sign the BOP form COMMUNITY BASED PROGRAM AGREEMENT. If an offender is transferred from a federal institution, this form should already be in the file, signed by the offender. If the form is absent from the file, the contractor shall have the offender sign the form and place it in the offender's file. This requirement is applicable to all offenders. The contractor shall forward a copy of the form to the CCM.

7) Medical Screening. Offenders committed directly to the facility, including USPO cases, shall receive a medical examination within five calendar days after arrival (institutional transfers are excluded). However, if an offender is suspected to have a communicable or debilitating physical problem, the contractor shall arrange for a medical examination within one calendar day after arrival.

The examination is to determine any urgent medical or mental health care needs, restrictions from work, and freedom from infectious disease. The contractor shall notify the CCM of those offenders with immediate mental or medical health needs and infectious disease. The results shall be documented and sent to the CCM with a copy to the offender's file.

NOTE: The exam shall include diagnostic procedures for communicable and infectious disease when medical staff makes the determination that testing is clinically

indicated. The exam shall be a general office visit comparable to an "insurance-type" physical and will not require hospitalization. Routine laboratory studies shall include at a minimum a complete blood count (CBC), urinalysis, tuberculin screening tests, infectious disease screening, and serological tests for syphilis.

CHAPTER 10 - Programs CCC

CCCs provide the terms and conditions to meet the statutory purposes of sentencing, including promoting respect for law, providing just punishment for the offense, achieving general deterrence, and protecting the public from further crimes by the defendant.

1. SECURITY AND ACCOUNTABILITY. The contractor shall provide written policy and procedures on offender accountability and security inspections.

The contractor shall have a comprehensive offender accountability program that ensures every offender is accounted for while in the facility or on home confinement. The contractor shall have a security inspection plan that provides a safe and secure environment for both staff and offenders. The expected results are that continuous offender accountability and safety are maintained through a system of reasonable and accurate controls. The contractor's program shall control the introduction of contraband; insure the facility's safety, security, and good order; prevent escapes; maintain sanitary standards; and eliminate fire and safety hazards.

Work - Release

The contractor shall be able to locate and verify the whereabouts of offenders at all times. Written procedures shall be established to guide staff in meeting this requirement. The contractor will contact the offender either telephonically or in-person at random times, at work, home or authorized destination to maintain accountability throughout the sign-out time(s). This should occur at least twice a day. The intent is to set a frequency that ensures accountability. The contractor may request the CCM to approve fewer daily contacts if it is in the best interest of offender accountability and program objectives. The CCM has the authority to increase or decrease the number of required accountability checks.

a. Sign-in/Sign-out. The contractor shall monitor offender movement into and out of the facility. The monitoring of offender movement, particularly during the evening and night hours, serves to protect offenders, staff, and the public.

The contractor shall authorize an offender to leave the facility through sign-out procedures only for an approved program activity such as seeking employment, working, counseling, visiting, or recreation (see Authorized Absences).

The contractor will identify and document all individuals entering or exiting the facility by using a sign-in/sign-out log.

In the event of an emergency evacuation, the contractor shall continue offender accountability as outlined in the contractor's emergency plans.

The contractor shall monitor and control access to the sign-in/sign-out log. The log must provide information such as the offender's name authorized destination, authorized return time and actual return time. The contractor may use an automated system to accomplish this requirement.

In addition a log sheet shall be maintained in each offender's file specific to that offender's movement. It shall contain: offender's full name, register number, type of offender, time-out, destination, purpose, authorized return time, time-in, a section for special comments, and certification by staff's initials for each entry. The intent is to provide a chronological record of the offender's movement. The log sheet and sign-in/sign-out log should compliment each other in regards to identity, authorized destination, authorized return time and actual return time.

The sign-in/sign-out sheet alone is invalid for overnight release or distances of more than 100 miles. In these circumstances, the contractor shall follow the requirements for passes or furloughs.

Offenders shall return to the facility from employment before signing out to participate in another approved program activity. However, the facility director may make an exception when travel time or distance is excessive, or when the offender is working unexpected overtime. These instances are on a case-by-case basis. The intent is to balance the offender's approved program objectives with the offender's requirement to return to the facility. Accountability is paramount and under no circumstances should an offender routinely sign-out for more than 12 consecutive hours daily without returning to the facility.

Ordinarily, only pre-release offenders who are employed, involved in educational or vocational training programs, or considered medically unable to work may be absent from the center for social purposes. Other than for employment, an offender must be in the center from 9:00 P.M. to 6:00 A.M., unless exceptions are made by the facility director on a case-by-case basis. The facility curfew shall always be 9:00 P.M., unless otherwise indicated by the CCM.

Recreational activities are ordinarily provided in the facility. However, if in-house recreation is not possible, alternative recreation will be made available in the community. This will be within walking distance of the CCC and will not be in an area that does not support the mission of the BOP. Offenders, including those in the community corrections component, may sign-out for up to one hour per day to the alternate recreation

location. The sole purpose shall be for exercise or recreational activity.

b. Report of Incident. The contractor shall report immediately to the CCM, by telephone, all unusual or serious incidents. Serious incidents include, but are not limited to the following: escapes, "standard of conduct" violations, spill of hazardous materials, disturbances, gang activities, work-place violence, civil disturbances or protests, staff use of force, assaults on staff or offenders, fights, fires, suicide attempts, deaths, hunger strikes, natural disasters, adverse weather (e.g., hurricanes, floods, significant ice or snow storms, heat waves, tornadoes), injuries, any law enforcement visits, bomb threats, significant environmental problems that impact facility operations, transportation accidents, offender victim contacts, offender strip searches, adverse incidents that may result in significant publicity, any arrest and/or detainment of offenders by law enforcement authorities. Immediately following CCM notification, the contractor shall fax a report detailing the incident which includes, but is not limited to, the following:

- Type of incident, date and time;
- Person(s) involved (if offender, include register number);
- Notifications (who, date and time);
- Any media attention; and
- Brief summary of incident.

In addition, the contractor shall immediately notify the CCM when an offender shows evidence of suicidal tendencies, or unusual or dangerous behavior. If the contractor is in doubt, they shall contact the CCM.

2. SEARCHES AND CONTRABAND. The contractor shall have written policy and procedures for searches to control contraband and its disposition. The policy shall identify items which are considered contraband at the facility. This policy shall be made available to all staff and offenders.

The contractor shall conduct searches of the facility and personal belongings of offenders (including offenders' vehicles) as needed, but at least once per month. These facility searches shall be documented in a log. The log will be made available to BOP upon inspection.

If any unknown substance resembling narcotics is found, the contractor shall use a Narcotic Identification Kit to determine the identity. The contractor shall maintain a supply of Narcotic Identification Kits (purchased commercially) to determine the identity of the unknown substances. Staff shall be proficient in using the Narcotic Identification Kit and shall ordinarily be responsible for testing unknown substances. The contractor shall

maintain these commercially available kits at the facility to meet this requirement.

The contractor shall train staff on the proper techniques for offender pat, room, vehicle, and common area searches. This training shall be conducted within the first week that the employee is hired and annually thereafter.

When staff believe an offender is attempting to introduce contraband into the facility, they shall conduct a pat search of the offender. A strip search may be conducted only after the facility director has approved the search. If a strip search is necessary, two staff shall conduct the search. Staff shall be of the same gender as the offender. The contractor shall document the basis for and results of the strip search.

Staff shall conduct random pat searches of offenders as necessary. These searches need not be documented. However, they should be appropriate and conducted in accordance with the contractor's policy on searches.

3. PROGRAM COMPONENTS. The components are community corrections, pre-release, and home confinement. The contractor shall initially place all federal offenders in the community corrections component, unless directed otherwise by the Courts or the CCM.

The facility director may reassign all offenders, except direct court commitments, from the community corrections component to the pre-release component if they are successfully demonstrating responsibility, successfully programing and there is no pre-existing direction from the Court or CCM.

NOTE: Offenders, except direct court Commitments, are expected to be employed within 15 calendars days of arrival to the facility. Obtaining employment is part of successful programing.

The facility director shall seek the approval of the CCM before assigning a direct court commitment to the pre-release component. Only the CCM may assign offenders to the home confinement component.

Offenders in all components are provided the same general program resources, but the privileges and supervision requirements range from restrictive to least restrictive. The contractor shall have a thorough understanding of the components and subsequent requirements for each component assignment.

a. Community Corrections Component. The community corrections component is the most restrictive. Except for employment,

program needs and community service ordered by the Court, an offender is restricted to the CCC.

Passes, furloughs or other absences from the facility require advance approval of the CCM. Recreational activities are ordinarily provided in the facility. However, if in-house recreation is not possible, then alternate recreation will be made available in the community through limited and clearly defined sign-out procedure.

Offenders normally remain in this component until they have demonstrated the responsibility necessary to function in the community. When an offender is appropriate for the pre-release component and if the offender is not a direct court commitment or directed to remain in the community corrections component by the Court or CCM, CCC staff shall request PRT approval to assign the pre-release component.

b. Pre-Release Component. The pre-release component is designed to assist offenders making the transition from an institution to the community or as a program resource while under supervision. The contractor shall develop programs that increase privileges, such as volunteer community service. It is generally appropriate to require offenders to be employed before allowing them to be absent from the CCC for social purposes. Offenders in the pre-release component generally have more access to the community and family members through weekend and evening passes in accordance with the Authorized Absences section.

c. Home Confinement Component. The home confinement component is authorized by the CCM according to an offender's needs (see Home Confinement). The contractor shall make maximum use of this component by referring all eligible and appropriate candidates to the CCM for review. Eligible and appropriate candidates are defined in the most recent version of the BOP P.S. entitled, Home Confinement.

Offenders in this program component are permitted to reside at home and be gainfully employed. The contractor shall review and monitor the telephone bills of an offender in this component to ensure that no service is in place that would circumvent the accountability program. The contractor shall indicate that the current telephone bill is appropriate when making the home confinement referral to the CCM.

Compliance with the conditions of home confinement may be monitored by electronic monitoring equipment approved by the CCM, or by regular telephone or in person contacts by contract staff. If electronic equipment is proposed, the contractor shall clearly indicate that the equipment is offered at no additional cost to the BOP and costs are not reflected in the cost of the contract.