12. **[PROCEDURES FOR PAYMENT § 505.6. Fees imposed pursuant to this part are due and payable after notice of the Unit Team actions. When the inmate participates in the financial responsibility program, fees are to be included in the category "other federal government obligations" and shall be paid before other financial obligations in that same category. Fees may be subject to interest charges.]**

All COIF payments are to be paid through and recorded at the appropriate Financial Management Office. Payments by money order or check should be made payable to the Federal Bureau of Prisons. The check or money order must reference the inmate's:

- name,
- register number, and
- reason for payment (COIF).

For internal payments, designated IFRP forms shall be used as a vehicle to collect COIF payments. For either internal or external payments, the appropriate Financial Management Office shall provide the inmate a receipt of payment for all monies paid toward the assessed fee, and upon request, a statement of any unpaid balance, if appropriate. For outside payments, the inmate must provide a copy of the receipt to the Unit Team so that they may adjust the inmate's SENTRY obligation balance.

An inmate does not begin payment of a fee under this part until he or she has completed payment on any other financial obligations which are a higher priority under IFRP. After such payments have been completed, or no higher priority obligations exist, the inmate ordinarily must pay the COIF either in one lump sum or using a multiple payment installment plan, not to exceed 12 months.

An inmate may be granted a multiple payment **installment plan in excess of 12 months** only if the Warden determines that extraordinary or compelling circumstances exist to warrant an extension. Such circumstances ordinarily refer to a period of time to allow an inmate the opportunity to sell his or her assets in order to pay the COIF. In order to grant an extension, the Warden must request and receive **approval from the Assistant Director, Administration Division, Central Office** (Attachment C).

Ordinarily, interest charges will not be levied against an inmate for non-payment or partial payment of an assessed fee. Any exception to this procedure must be authorized by the Assistant Director, Administration Division, Central Office.

Board of Zoning Adjustment
District of Columbia
CASE NO. 16998
EXHIBIT NO. 64A7

Progress toward satisfaction of the assessed COIF shall be formally reviewed at each regularly scheduled program review.

Pursuant to the provisions of the IFRP, any inmate who refuses to satisfy his or her assessed fee may be subject to a loss of privileges (see the Program Statement on the Inmate Financial Responsibility Program).

13. **[PROCEDURES FOR FINAL DISPOSITION § 505.7. Before the inmate completes his or her sentence, Unit Team staff must review the status of the inmate's fee. Any unpaid amount will be referred for collection in accordance with Federal Claims Collection Standards (4 CFR Chapter II).]**

If an inmate is being released directly to the community with an unpaid COIF balance, Unit Management staff shall prepare a Claims Collection Litigation Report (CCLR) and submit it to the Office of Financial Management (OFM) with the Release and Gratuity Information form (BP-S189.051) prior to the inmate's release date. Unit Management shall follow procedures outlined in the Program Statement on Accounting for the Cost of Incarceration Fee.

14. **INSTITUTION/CCC TRANSFERS.** The SENTRY contract will stop upon an inmate's transfer to another institution or Community Corrections Center (CCC). The SENTRY obligation balance will transfer in SENTRY with the inmate. The Unit Management staff at the receiving institution shall retrieve outstanding obligation data from SENTRY and generate a new contract. The contract shall be provided to the OFM to establish an account receivable for the remaining balance.

For inmates transferring to CCCs, institution staff shall forward account receivable information to the appropriate Regional Correctional Programs staff. This information is to be forwarded no later than two weeks prior to transfer. Regional Correctional Programs staff must notify the Regional Comptroller and the appropriate CCM of the remaining COIF balance immediately.

15. **FEDERAL INMATES IN COMMUNITY CORRECTIONS CENTERS.** Community Corrections Managers (CCMs) are responsible for compliance with this Program Statement for all federal inmates serving their sentences in CCCs. The CCM is considered to be the Warden for purposes of this Program Statement. CCMs shall ensure that this Program Statement is posted in all CCCs.

a. **Direct Court Commitments.** The CCM shall compute the amount of the fee each inmate designated directly to a CCC is to pay. Procedures outlined in Section 9 shall be used to determine the amount of the fee to be paid.

For inmates determined to have a Bureau-assessed COIF, the CCM shall notify the inmate, in writing, of the amount of:

- the obligation,
- the deadline of making said payment, and
- the address of the pay station to which the payment shall be made.

If the inmate requests a payment schedule, the CCM shall adhere to the criteria outlined in Section 13 of this Program Statement. Payment schedules shall not exceed the length of sentence. In this correspondence the inmate shall also be instructed to send the payment to the CCM's pay station via certified check or money order.

If the Direct Court commitment has been assessed a COIF, subsistence shall be waived.

b. **Institution Transfers to CCC.** A pre-release inmate who is transferred to a CCC and has a COIF obligation may have a previously approved installment schedule. The CCM shall notify the inmate, in writing, that he or she is to continue the payment schedule with payments submitted to the CCM's official pay station via certified/cashiers check or money order. The notification letter is to give the address of the pay station to which the payment is to be mailed.

The payment schedule and amounts shall be the same as those previously established at the transferring institution. The SENTRY obligation balance will transfer in SENTRY with the inmate. CCM staff shall retrieve outstanding obligation data from SENTRY and generate a new contract. It is imperative to maintain accurate SENTRY records as this information is monitored by Central Office and submitted quarterly to the Director.

The CCM shall monitor COIF payments regularly and follow-up with a letter to any inmate if it is determined that payments are in arrears. If the inmate is not making timely COIF payments after being identified and notified of his or her obligation, disciplinary action, which could result in removal from the CCC, may be initiated.

c. **COIF Payments.** All COIF payments are to be paid through and recorded at the Regional Office of Financial Management in the region where the inmate is currently housed. The Office of Financial Management shall provide the inmate with a receipt for all monies paid toward the assessed fee. A copy of the receipt shall also be forwarded to the appropriate Community Corrections office in order to ensure proper credit in the SENTRY program.

d. **Release from Contract Facility.** If the inmate is released from a contract facility with a COIF balance, the CCM shall prepare the CCLR form and forward it to the appropriate Regional Comptroller, who shall complete the bill number and current amount on the CCLR and process it according to procedures detailed in the Program Statement on Accounting for the Cost of Incarceration Fee.

e. **COIF and Subsistence.** If the pre-release inmate's COIF payment schedule equals or exceeds the calculated subsistence collection amount, subsistence should be waived until the COIF obligation has been satisfied. If the inmate's payment schedule is substantially less than the calculated subsistence payment, the difference should be collected as subsistence.

/s/
Kathleen Hawk Sawyer
Director

BP-S546.053 COST OF INCARCERATION FEE WORKSHEET
is available on BOPDOCS

COST OF INCARCERATION FEE

Program Statement 5380.XX, Cost of Incarceration Fee (COIF), applies only to the calculation and imposition of the Bureau-imposed fee. This is separate and distinct from the Court-imposed fine. Fines merely collected by the Bureau are processed differently than Fees imposed by the Bureau. The chart below has been developed to help clarify the differences which exist between the two.

COIF CLARIFICATION		
	Court-Imposed **FINE** (COIF - COURT)	Bureau-Imposed **FEE** (COIF - BOP)
When Imposed:	1. J&C indicates a specific dollar amount is to be paid toward the Cost of Incarceration	1. The Judge has neither waived nor imposed a fine **and** the COIF Worksheet indicates that the inmate is financially able to pay the fee 2. The inmate entered Bureau custody on or after January 1, 1995, and was sentenced prior to November 1, 1997; **and,** the J&C does not include any reference to a Cost of Incarceration Fine; **and,** the COIF Worksheet indicates that the inmate is financially able to pay the fee [note: if the inmate was sentenced on or after 11-01-1997, and the Judge either imposed or waived a fine, the Bureau may not impose the fee]
Obligation Type	Code 14 COIF COURT COURT (USDC) IMPOSED COIF (FINE) USDC	Code 39 COIF BOP BUREAU ASSESSED COIF (FEE) BOP FED AGENCY
SENTRY Transaction	Update U.S. District Court Financial Doc. Use AUSA address and date on J/C	Update Non-U.S. District Court Financial Doc. Use institution address & date worksheet completed in Date Imposed category
Maximum Amount	Specified amount on J&C dedicated to COIF	Current year COIF figure (note: this is a one-time obligation)
Payment Period	TBD - as agreed upon by Unit Staff and inmate	One lump sum (negotiable to 12 months)
Funds Disbursement	U.S. Treasury Department	Held at local institution (currently in suspense)
Purpose/Intent	Punitive in nature as part of an inmate's overall sentence	Fee imposed by the Bureau - as mandated by 18 U.S.C. §4001, note - to recoup the administrative costs of confinement and to improve institutional programs

MEMORANDUM FOR _____, ASSISTANT DIRECTOR
ADMINISTRATION DIVISION

FROM: (Warden)
(Institution)

SUBJECT: (Inmate Name)
(Register Number)

This is to request your approval to grant (Inmate Name, Reg. No.) an extension to the Cost of Incarceration Fee payment plan beyond the 12-month installment plan allowed in policy.

Program Statement 5380.xx, Cost of Incarceration Fee (COIF), indicates that inmates will be granted an extension when extraordinary or compelling circumstances exist. (Mr./Ms. Inmate) indicates that (he/she) is unable to complete payment of the COIF within a 12-month period due to the following reason(s):

Thank you for taking the time to review this request. Please indicate your decision by checking the appropriate category below and signing in the corresponding signature block.

_____ Approve extended payment plan by _____
(# months)

_____
Assistant Director, Administration Division

_____ Disapprove extended payment plan

_____
Assistant Director, Administration Division

cc: Regional Director
Regional Correctional Programs Administrator
Regional Comptroller

NOTIFICATION TO INMATE IN CCC REGARDING COIF PAYMENT

Inmate Name: _____

Register Number: _____

Date: _____

This is to advise you that you have been assessed a Cost of Incarceration Fee (COIF) in the amount of $ _____. You have a remaining balance of $ _____. This amount is due and payable by (date).

If you have transferred from an institution, you are to continue with the same payment schedule.

Payments are to be submitted in the form of certified check or money order to the address below:

Office of Financial Management
(Region)
(Address)

Once processed, the Office of Financial Management shall provide you with a receipt (BP-114) of payment.

Prepared by: (CCM)
(Address/phone)

enclosure: Cost of Incarceration Fee Worksheet

U.S. Department of Justice
Federal Bureau of Prisons

Change Notice

DIRECTIVE BEING CHANGED: 1330.13
CHANGE NOTICE NUMBER: CN-03
DATE: October 7, 1997

1. PURPOSE AND SCOPE. To update the Administrative Remedy Program Statement, PS 1330.13.

2. SUMMARY OF CHANGES. This Change Notice removes all SENTRY transaction codes and replaces them with function descriptions. The attachment is now incorporated in the updated Technical Reference Manual, TRM 1301.02 which is being issued concurrent with the issuance of this Change Notice.

3. TABLE OF CHANGES

Remove	Insert
Pages 11 and 12	Pages 11 and 12
Attachment A, Pages 1 - 9	

4. ACTION. File this Change Notice in front of PS 1330.13, Administrative Remedy Program.

/s/
Kathleen M. Hawk
Director

U.S. Department of Justice
Federal Bureau of Prisons

Change Notice

DIRECTIVE BEING CHANGED: 1330.13
CHANGE NOTICE NUMBER: CN-02
DATE: April 14, 1997

1. PURPOSE AND SCOPE. To transmit page changes to PS 1330.13, the Administrative Remedy Program.

2. SUMMARY OF CHANGES. The General Accounting Office no longer requires the "Annual Report of Holdings"; therefore, this Change Notice removes the requirement for locations to maintain a record of the volume, by year, of the Administrative Remedy case files destroyed.

3. TABLE OF CHANGES

Remove	Insert
Page 15	Page 15

4. ACTION. File this Change Notice in front of PS 1330.13, Administrative Remedy Program.

\s\
Kathleen M. Hawk
Director

U.S. Department of Justice
Federal Bureau of Prisons

Change Notice

DIRECTIVE BEING CHANGED: 1330.13
CHANGE NOTICE NUMBER: CN-01
DATE: April 24, 1996

1. PURPOSE AND SCOPE. To transmit page changes to Program Statement 1330.13, Administrative Remedy Program.

2. SUMMARY OF CHANGES. This Change Notice requires an inmate that is illiterate, disabled, or not functionally literate in English, to contact a staff member if he/she needs assistance in the preparation or submission of an Administrative Remedy or Appeal. It also removes the requirement that the Wardens, Regional Offices, and Central Office Administrative Remedy Files be maintained by case number.

3. TABLE OF CHANGES.

Remove	Insert
Pages 10 and 13	Pages 10 and 13 (CN-01)

4. ACTION. File this Change Notice in front of Program Statement 1330.13, Administrative Remedy Program.

\s\
Kathleen M. Hawk
Director

U.S. Department of Justice

Federal Bureau of Prisons

April 10, 2000

Interested Parties

Re: RFP200-0593-MA
Washington, D. C.

Dear Sir/Ms.:

Enclosed is amendment number 1 to RFP200-0593-MA for Community Corrections Center and Comprehensive Sanction Center services in Washington, D.C. This amendment removes and replaces page two of Section B of the solicitation.

Please acknowledge receipt of this amendment by signing and dating three copies of such and returning them with your proposal to:

Michelle Aceto, Contract Specialist
Community Corrections Contracting
Federal Bureau of Prisons
320 First Street, N.W.
Washington, D.C. 20534

If you have any questions, please do not hesitate to contact me at either (202)307-3069 or e-mail epp@bop.gov.

Sincerely,

Elaine P. Peebles

Elaine P. Peebles
Contract Specialist

Enclosure.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
Amend. 1	April 10, 2000	Grinley/186	

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
Elaine Peebles, Contract Specialist Community Corrections Contracting Federal Burearu of Prisons 320 First Street, N.W. Washington, D.C. 20534	Michelle Aceto, Contract Specialist Community Corrections Contracting Federal Bureau of Prisons 320 First Street, N.W. Washington, D.C. 20534

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)		9A. AMENDMENT OF SOLICITATION NO.
	X	RFP200-0593-MA
		9B. DATED (SEE ITEM 11) March 24, 2000
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

RFP200-0593-MA for Community Corrections Center and Community Sanctions Center services in Washington, D.C. is hereby amended to remove and replace page two of Section B of the solicitation.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elaine P. Peebles Contract Specialist	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Elaine P. Peebles (Signature of Contracting Officer)	16C. DATE SIGNED 7-10-00

AMENDMENT OF SOLICITATIO' IODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
AMENDMENT NO. 2	See Block 16C.	Grinley	

6. ISSUED BY CODE
Dept. of Justice/Bureau of Prisons
ATTN: CCC Contracting
320 First Street, N.W.
Washington, D.C. 20534

7. ADMINISTERED BY *(If other than Item 6)* CODE
Michelle D. Aceto
Contracting Officer
(202) 307-3069

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

(W) X

9A. AMENDMENT OF SOLICITATION NO.
RFP 200-0593-MA

9B. DATED *(SEE ITEM 11)*
3-24-00

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

CODE | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 4 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

Solicitation RFP 200-0593-MA, Washington, DC is hereby amended to incorporate the attached pages to the Statement of Work as part of Chapter 2, Personnel.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Michelle D. Aceto Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Michelle D. Aceto *(Signature of Contracting Officer)*	16C. DATE SIGNED 7/28/00

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.

CONTRACTOR'S EMPLOYEE STANDARDS OF CONDUCT. The contractor shall develop and use written policy, procedures and practice, herein called Contractor's Employee Standards of Conduct, for employee conduct, ethics and responsibility. The contractor shall notify its employees of the contractor's Employee Standards of Conduct.

The contractor shall require all its employees to sign an acknowledgment that they have received and understand the contractor's Employee Standards of Conduct. The acknowledgment shall indicate that contractor will require its employees to cooperate fully by providing all pertinent information which they may have with any investigative authority. Full cooperation includes truthfully responding to all questions and providing a signed affidavit, if requested. The contractor shall retain a signed copy of this acknowledgment in each of its employees' personnel files.

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

a. At a minimum, the contractor shall require contractor's employees, in the Contractor's Employee Standards of Conduct, to conduct themselves in accordance with the following standards:

The contractor shall require its employees to conduct themselves professionally and in a manner that creates and maintains respect

for the CSC, BOP, the Department of Justice (DOJ), and the U.S. Government.

The contractor shall require its employees to avoid any action that might result in, or create the appearance of, adversely affecting the confidence of the public in the integrity of the CSC, BOP, DOJ and U.S. Government.

The contractor shall require its employees to uphold all ethical rules governing their professions, including complying with applicable licensing authority rules, unless they conflict with legal laws.

The contractor shall prohibit its employees from using or possessing illegal drugs or narcotics. The contractor shall prohibit its employees from abusing any drugs or narcotics. The contractor shall prohibit its employees from using alcoholic beverages and being under the influence of alcohol while on duty, present in the facility, or immediately before reporting for duty. The contractor shall indicate to contractor's employees that when a contractor's employee's blood alcohol content level is 0.02 percent or greater he or she will be considered to be under the influence of alcohol.

The contractor shall prohibit its employees from showing 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.

The contractor shall prohibit its employees from engaging in, or allowing another person to engage in, sexual behavior with an offender. The contractor shall indicate to its employees that regardless of whether force is used or threatened, there can be no "consensual sex" between contractor's employees and offenders.

The contractor shall prohibit its employees from offering or giving an offender or a former offender or any member of an offender's 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 contractor's employee's duties. The contractor shall prohibit its employees from accepting 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. The contractor shall indicate in its Employee Standard of Conduct, to its employees that this prohibition includes becoming involved

with offender's families or associates of any offender.

The contractor shall prohibit its employees from showing favoritism or give preferential treatment to one offender, or a group of offenders, over another offender.

The contractor shall prohibit its employees from using profane, obscene, or otherwise abusive language when communicating with offenders, fellow employees, or others. The contractor shall require its employees to conduct themselves in a manner that is not demeaning to offenders, fellow employees, or others.

The contractor shall require its employees to remain fully alert and attentive during duty hours.

The contractor shall prohibit its employees from having 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 CSC program and a part of the its employee's job description.

The contractor shall prohibit its employees from engaging in any conduct that is criminal in nature or which would bring discredit upon the CSC, BOP, DOJ or U.S. Government. The contractor shall require its employees to conduct themselves in a manner that is above reproach. The contractor shall require its employees to obey, not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. The contractor shall require its employees charged with, arrested for, or convicted of any felony or misdemeanor, to immediately inform and provide a written report to the facility director. The facility director shall immediately report the incident to the COTR. Traffic violations resulting in fines less than $150 are exempt from this reporting requirement.

The contractor shall prohibit its employees from using brutality, physical violence, or intimidation toward offenders, or use any unauthorized or inappropriate force.

The contractor shall prohibit its employees from engaging in inappropriate supervisor/subordinate relationships, to include but not limited to, emotional, sexual, financial or physical.

The contractor shall prohibit its employees from possessing lethal weapons or weapons which may inflict personal injury, to include pepper spray or other self-defense type of chemical agents, in the facility or while on duty. The contractor shall also prohibit contractor's employees from storing lethal weapons or weapons which may inflict personal injury, to include pepper

spray or other self-defense type of chemical agents, in vehicles under their control parked on or adjacent to the facility. Offenders shall not possess or use any of these items at any time.

The contractor shall prohibit any of its employees who are suspected of violating the contractor's Employee Standard of Conduct from contact with federal offenders until a disposition is made by the COTR.

b. The contractor shall not conduct an investigation of any misconduct allegation without the COTR'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 matter affecting the interests of the Government.

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

Following the investigation(s) and if allegations are sustained, the contractor shall indicate, in writing, to the COTR the contractor's proposed plan of action for COTR's approval. The COTR has the right to determine if the contractor's employee may work with federal offenders.

Failure to report a violation of the contractor's Employee Standards of Conduct or to take appropriate action against a contractor's 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 the 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 COTR 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 contractor's 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. The contractor shall operate a facility which provides the highest degree of safety for offenders and contractor's employees. The contractor shall specifically define when contractor's employees may use force against offenders. The contractor shall prohibit contractor's employees from using excessive force to control a situation. The contractor shall immediately report any instance of the use of force to the COTR, by the most expeditious means available, e.g. telephone. The contractor shall submit in writing, within one calendar day after the incident, a written report to the COTR.

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS

Facility Name and Address:

I, _____, authorize the release to the Federal Bureau of Prisons of any information generated as a result of a National Crime Information Center/National Law Enforcement Telecommunications System (NCIC/NLETS) criminal history check on me, or any other information necessary to determine my suitability for work with federal offenders.

I also authorize the Federal Bureau of Prisons to disclose to the facility director or the contract's "authorized negotiator" all information generated as a result of a National Crime Information Center/National Law Enforcement Telecommunications System (NCIC/NLETS) criminal history check on me, or any other information necessary to determine my suitability for work with federal offenders at _____.

I understand that my records are protected under federal privacy regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it. In any event, this consent will cease to be effective after my employment with _____.

1. Name (print: Last, First, Middle)	2. Date of Birth	3. SSN
4. Signature	5. Date signed	
6. Witness Signature (print & sign)	7. Date Witness signed	

Record Copy - CCM; Copy - Facility Director; Copy - Contract Employee or Volunteer

This form may be replicated via Computer)

U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

April 4, 2001

Bannum, Inc.
1301 Seminole Boulevard, Suite 126
Largo, Florida 33770
Attn: David Lowry

Re: RFP 200-0593-MA, Washington, DC
Amendment Number 3

Dear Mr. Lowry:

Attached you will find amendment number three for the above referenced solicitation. This amendment incorporates the new notification procedures for operating a community corrections program for the Federal Bureau of Prisons. Please send these notification letters and provide me with proof of notification as required by the solicitation. In addition, please sign, date and return the original amendment to me by April 20, 2001, at the following address:

Federal Bureau of Prisons
320 First Street, NW, 5006
Washington, DC 20534
Attn: Michelle D. Aceto

If you have any questions regarding this matter, feel free to contact me at (202) 307-3069.

Sincerely,

Michelle D. Aceto
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
AMENDMENT NO. 3	4-4-01	Grinley	

6. ISSUED BY
Dept. of Justice/Bureau of Prisons
ATTN: CCC Contracting
320 First Street, N.W.
Washington, D.C. 20534

7. ADMINISTERED BY (If other than Item 6) CODE
Michelle D. Aceto
Contracting Officer
(202) 307-3069

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.
RFP 200-0593-MA

X

9B. DATED (SEE ITEM 11)
03-24-00

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

Solicitation RFP 200-0593-MA, Washington, DC is hereby amended to add the attached notification letter to Section J of the solicitation. Section H.2(b) and L.8(h) are also amended as follows:

Offerors shall submit proof that the law enforcement agency with primary jurisdiction and at least two levels of local government officials have been notified of their intent to open and operate a community corrections program as identified in the solicitation. The notification shall be made using the

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Michelle D. Aceto Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	4/4/01

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	notification letter in Section J of this solicitation. The proof shall be a signed copy of each notification sent via registered or certified mail to the Chief Executive Officer of the law enforcement agency and two levels of elected officials of the geographical area in which the proposed facility is located. The proof of notification and a copy of the contents of the notification materials submitted to local officials shall be part of the response to the Bureau of Prisons' solicitation.				

*U.S. Government Printing Office: 1993 — 342-199/60024

[Date]

[Inside Address]

Dear:

The purpose of this letter is to inform you that ***[name of offeror]*** has submitted an offer for community corrections center (CCC), or "halfway house," services for federal offenders releasing to the ***[geographic area specified in the RFP]*** area. This action is being taken in response to a request for proposals (RFP) issued by the Federal Bureau of Prisons (BOP). The BOP encourages full and open competition in the procurement of these services; consequently, other offerors may also be responding to this RFP.

As part of the CCC contracting process, the BOP requires that all offerors notify and seek input from the local law enforcement authority and two levels of locally elected government officials. This letter will serve as documentation of partial satisfaction of this requirement.

[Give the exact address and complete description of the proposed place of performance. What is its current use? Is it zoned appropriately for use as a CCC? Does it have all necessary permits and licenses? If not, when will they be obtained? Will renovations be necessary? If so, when will they be completed?]

The total term of the proposed contract is 5 years. The estimated requirement specifies a maximum of 130 beds for males and a maximum of 0 beds for females at the beginning of the contract term, increasing incrementally to 130 beds for males and 0 beds for females at the end of the contract term. These numbers reflect the BOP's best estimates of bed space need at this time. However, the proposed site will be able to accommodate up to ***[maximum number of occupants according to the certificate of occupancy]*** offenders, and the BOP may exceed its original estimates if there is an unanticipated need for additional bed space in this area. Performance is to begin on ***[date]***, with contract award approximately 120 days prior to that date.

The BOP has a long history of transferring inmates who are

within a few months of release to a contractor-operated CCC for transitional programming. These inmates have often been removed from the community for an extended period of time. Sound correctional practice suggests that CCCs enhance public safety by offering offenders the opportunity to find employment, establish a residence, and re-enter the community through a structured, supportive environment.

The BOP takes its responsibility for contract oversight very seriously. Contract language establishes requirements for inmate accountability, programming, life safety, staffing, inmate discipline, urine and alcohol surveillance, and a variety of other areas. These requirements are closely monitored by BOP staff, who provide training and conduct both scheduled and unannounced on-site inspections.

Federal offenders at the CCC will come from three sources: inmates who are transferred from a prison to the CCC for pre-release programming, inmates who are committed directly to the CCC to serve short sentences, and offenders under the supervision of the U.S. Probation Office for whom residence at the CCC is a condition of supervision. Nationwide, the average CCC placement is three to four months in length, although longer placements are sometimes made.

[Give a thorough description of your company or program. How long have you been in business? What other types of facilities do you operate, and where are they? If you have a brochure describing your programs or facilities, attach it to this letter.]

The BOP is currently evaluating all proposals that were submitted for this RFP. The BOP and ***[the offeror]*** invite you to express your support for or concerns about this proposed CCC facility. Comments may be directed to ***[name of contracting officer, per the RFP]***, Contracting Officer, Federal Bureau of Prisons, 320 First Street, NW, Washington, DC 20534. The phone number is (202) 307-3069. Please forward a copy of any correspondence to ***[the offeror's address and phone number]***.

Sincerely,

[offeror's name, title, and company]

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
AMENDMENT NO. 4	See Block 16C.	Grinley	

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* CODE
Dept. of Justice/Bureau of Prisons ATTN: CCC Contracting 320 First Street, N.W. Washington, D.C. 20534	Michelle D. Aceto Contracting Officer (202) 307-3069

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	(V)	9A. AMENDMENT OF SOLICITATION NO.
	X	RFP 200-0593-MA Washington, DC
		9B. DATED *(SEE ITEM 11)* 03-24-00
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 4 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(V)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

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

Solicitation RFP 200-0593-MA is hereby amended to incorporate Wage Determinations 95-0819 (Rev. 10) dated 05/31/01.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Michelle D. Aceto Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Michelle D. Aceto *(Signature of Contracting Officer)*	8/29/01

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1995-0819
Revision No.: 10
Date of Last Revision: 05/31/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE	MINIMUM WAGE RATE
Food & Lodging:	
Cashier	7.19
Cook I	9.28
Cook II	11.37
Desk Clerk (1)	7.19
Dishwasher	6.60
Elevator Operator	6.60
Food Service Worker	7.19
Laborer, Grounds Maintenance	7.19
Maid or Houseman	7.19
Waiter/Waitress	6.60
Halfway House & Residential Community Treatment:	
Accounting Clerk I	8.85
Accounting Clerk II	9.53
Cook I	9.28
Cook II	11.37
Desk Clerk (1)	8.21
Dishwasher	6.60
Food Service Worker	7.19
General Clerk I	8.21
General Maintenance Worker	10.03
Guard I	8.12
Guard II	8.69
Janitor	7.19
Laborer, Grounds Maintenance	7.19
Maid or Houseman	7.19
Secretary	10.25
Word Processor I	8.21
Moving & Storage:	
Forklift Operator	9.28

Material Handling Laborer	7.88
Shipping Packer	9.28
Truckdriver, Heavy Truck	10.74
Truckdriver, Light Truck	9.28
Truckdriver, Medium Truck	10.03
Truckdriver, Tractor-Trailer	11.37
Warehouse Specialist	9.28

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Rates are applicable only under the appropriate occupational category.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.