

PERFORMANCE WORK STATEMENT (PWS)

***American Correctional Association (ACA) Reaccreditation
For
Army Corrections Command (ACC)
including
United States Disciplinary Barrack (USDB),
Midwest Joint Regional Correctional Facility (MWJRCF),
NorthWest Joint Regional Correctional Facility (NWJRCF),
U.S. Army Regional Correctional Facility - Europe (USARCF-E),
and U.S. Army Regional Correctional Facility - Korea (USARCF-K)***

05 Dec 2024

1. GENERAL:

1.1 Description of Services/Introduction: This is a non-personal services contract to provide American Correctional Association (ACA) reaccreditation for Army Corrections Command (ACC) to include facilities at Fort Leavenworth, Kansas; Joint Base Lewis McCord, Washington; Europe; and Korea. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the services defined in this PWS except for those items specified as Government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Background: The ACA has been established and exists for the purpose of improving correctional agencies, institutions, and programs through the process of accreditation. Accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with ACA Standards in order to be accredited. The Association has developed the Manual of Standards for Adult Correctional Institutions, Fifth Edition, containing standards approved for the accreditation of such agencies, facilities, and programs. The Commission is in the process of accrediting Adult Correctional Institutions, throughout the United States, and the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission. ACC realizes the benefits accruing from accreditation and wishes to seek reaccreditation from the Commission.

1.3. Objectives: The ACA shall conduct an audit of the ACC HQ and facilities compliance with ACA standards to determine eligibility for reaccreditation; ACA awards accreditation to the ACC HQ and each facility pending the outcome of the audits.

1.4. Scope: The contractor shall provide a reaccreditation audit in order for the ACC and each facility to maintain their initial accreditations.

1.5. Period of Performance: The period of performance shall be for:

ACA Audit Years – Date and Location:

Europe	20-23 May 2025	FY25 (Base Year)
ACC Agency/HQ	29-31 July 2025	FY25 (Base Year)
Korea	2-4 Dec 2025	FY26 (Option Year)
USDB/MWJRCF	Mar 2027	FY27 (Option Year)
NWJRCF	Feb 2027	FY27 (Option Year)

ACA Performance Measures Visit (PMV) – Date and Location:

NWJRCF	August 2025	FY25 (Base Year)
USDB/MWJRCF	September 2025	FY25 (Base Year)
Europe	November 2026	FY27 (Option Year)
ACC Agency/HQ	January 2027	FY27 (Option Year)
Korea	August 2027	FY27 (Option Year)

1.6. General Information:

1.6.1. Quality Control: Quality Control is the responsibility of the contractor. The contractor is responsible for the delivery of quality services/supplies to the Government (see Federal Acquisition Regulation (FAR) 52.246-4, Inspection of Services – Fixed-Price).

The Contractor shall develop, implement, and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP must contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting, and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The contractor shall upon request provide to the Government their quality control documentation. The QCP shall be provided to the administrative Contracting Officer (KO) and contract specialist via e-mail within ten business days of the performance start date (PSD). The Government will accept, or return the QCP for revision within ten business days. Any change to the QCP after initial acceptance requires the review and acceptance of the KO.

1.6.2. Quality Assurance: The Government will evaluate the contractor's performance under this contract IAW the Quality Assurance Surveillance Plan (QASP). This plan is a Government only document primarily focused on what the Government must do to assure that the contractor has performed IAW the requirements of the contract .

1.6.3. Federal Government Holidays:

New Years Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth Day	19 th day of June (observed on Monday with holiday falling on Sunday).
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November (observed on Monday with the holiday falling on Sunday).
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

1.6.4. Hours of Operation: The contractor is responsible for conducting business while the facility is open, Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.6.5. Place of Performance: The work to be performed under this contract will be performed at each location/facility, as applicable.

1.6.6. Security Requirements: Contractor personnel (to include subcontractors) performing work under this contract must have a favorable background investigation to access the non-classified internet protocol router network (NIPRNET). In addition, access to the Fort Leavenworth NIPRNET is limited to United States citizens.

1.6.6.1. Physical Security: The contractor shall be responsible for safeguarding all Government equipment, information, and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.6.6.2. Key Control: Not applicable.

1.6.6.3. Lock Combinations: Not applicable.

1.6.6.4. Key-pad Access Control: Not applicable.

1.6.7. Special Qualifications: Auditors must be certified by the ACA. The ACA is the only agency that accredits correctional facilities. ACA-developed standards are the only nationally recognized benchmarks for the quality services in corrections. Seeking accreditation is a difficult process that directly affects the quality of programs and services of an Army Correctional Facility.

1.6.8. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity IAW Federal Acquisition Regulation Subpart 42.5, Post Award Orientation. The Contracting Officer, Contracting Officer Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Government will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.9. Contracting Officer Representative (COR): Not Applicable.

1.6.10. Key Personnel: Not applicable.

1.6.11. Identification of Contractor Employees: ID badges will be issued by the facility. Each Contractor (to include subcontractors) employee shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for turning in their ID Badges at the end of the business day.

1.6.12. Supervision of Contractor Employees: The Government will not exercise any supervision or control over Contractor or subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor employees.

1.6.13. Contractor Travel: Not applicable.

1.6.14. Other Direct Costs: Not applicable.

1.6.15. Organizational Conflict of Interest (OCI): The contracting officer has not identified any OCIs inherent to this requirement. It is the offeror's responsibility to notify the contracting officer, prior to submission of proposals, if a potential OCI is identified.

1.6.16. Anti-Terrorism (AT) Level I Training: Not applicable.

1.6.17. Access and General Protection/Security Policy and Procedures: Not applicable.

1.6.17.1. Contractors Requiring a Common Access Card (CAC): Not applicable.

1.6.17.2. Contractors Not Requiring a CAC but Require Access to a Department of Defense (DoD) Facility or Installation: Not applicable.

1.6.18. AT Awareness Training for Contractor Personnel Traveling Overseas: Not applicable.

1.6.19. iWATCH Training: Not applicable.

1.6.20. Access to Government Information Systems: Not applicable.

1.6.21. Operations Security (OPSEC) Standing Operating Procedure (SOP)/Plan: Not applicable.

1.6.22. OPSEC Training: Not applicable.

1.6.23. Information Assurance (IA)/Information Technology (IT) Certification: Not applicable.

1.6.24. Threat Awareness Reporting Program (TARP): Not applicable.

1.6.25. Other Training Requirements: Not applicable.

1.7. Confidentiality: Strict confidentiality shall be maintained regarding personal information relating to any Civilians, Soldiers, and all inmates participating in the ACA Audit reaccreditation process. Personal notes, applications, and checklists shall be turned in to the USDB or JRCF designated representative for storage. Under no circumstances shall any Contractor employees remove any documents relating to a USDB or JRCF inmate from the USDB or JRCF.

2. DEFINITIONS AND ACRONYMS:

2.1. Definitions:

2.1.1. Contractor: A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

2.1.2. Contracting Officer: A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3. Contracting Officer's Representative: An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. Defective Service: A service output that does not meet the standard of performance associated with the PWS.

2.1.5. Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. Government Furnished Property (GFP) or Government Property (GP): Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.7. Key Personnel: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS.

2.1.8. Physical Security: Actions that prevent the loss or damage of Government property.

2.1.9. Quality Assurance: The Government procedures to verify that services being performed by the Contractor are acceptable IAW established standards and requirements of this contract.

2.1.10. Quality Assurance Surveillance Plan: An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11. Quality Control: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.2. Acronyms:

ACA	American Correctional Association
AR	Army Regulation
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DA	Department of the Army
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DoD	Department of Defense
ECMRA	Enterprise Contractor Manpower Reporting Application
FAR	Federal Acquisition Regulation
IA	Information Assurance
IAW	In Accordance With
ID	Identification
IT	Information Technology

JRCF	Joint Regional Correctional Facility
KO	Contracting Officer
NIPRNET	Non-Classified Internet Protocol Router Network
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OPSEC	Operations Security
POC	Point of Contact
PRS	Performance Requirements Summary
PSD	Performance Start Date
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOP	Standing Operating Procedure
TARP	Threat Awareness Reporting Program
USDB	United States Disciplinary Barracks

3. **GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services: Not applicable.

3.2. Facilities: The Government will provide the necessary workspace for three auditors to review folders uninterrupted by daily facility operations and to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment.

3.3. Utilities: The Government will provide all utilities associated with paragraph 3.2 for the contractor's use in performance of tasks outlined in this PWS. The Contractor (to include subcontractors) shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

3.4. Equipment: The Contractor shall use Government property only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. Modifications or alterations of Government property are prohibited.

3.5. Materials: The Government will provide all SOPs, policies, equipment, and materials needed to complete the audit.

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1. General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2. Materials: See paragraph 4.1, above.

4.3. Equipment: See paragraph 4.1, above.

5. **SPECIFIC TASKS:**

5.1. Task 1, Auditing Services: The contractor shall provide services for auditing the correctional procedures and policies enacted by the individual facilities in order to determine whether the locations/facilities qualify for reaccreditation by the ACA. Reaccreditation will be determined by an impartial, elected Commission. Specifically, the contractor shall:

- Conduct a thorough examination of all aspects of the correctional facility operations.
- Use only standards approved by the ACA in the accreditation process, making judgements of compliance based on written documentation, visual confirmation; conduct the audits in accordance of this PWS.
- Provide information on the reaccreditation program and process, and the participation of the agency, facility, or program therein, the Agency's governing and/or contract authority.
- Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense.
- Appoint all auditors/consultants based on their experience and demonstrated knowledge.
- Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners.
- Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Reaccreditation information will be shared among the Commission, officers, auditors, and staff on a need to know basis.
- Cooperate with the Agency, its Administrator, Accreditation Manager, and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process.
- Provide to the agency, facility, or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility, or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation.
- Publish the name of the accredited agency, facility, or program in an annual summary.

Location/Type of Audit:

Europe	CJ 1 st Edition/Audit-Core Jail
ACC Agency/HQ	ACA 2 nd Edition/Audit- Administration of Correctional Agencies
Korea	CJ 1 st Edition/Audit- Core Jail
USDB/MWJRCF	ACI/Audit-Adult Correctional Institutions
NWJRCF	CJ 1 st Edition/Audit-Core Jail

5.1.1. Deliverable: The reaccreditation audit shall be completed as scheduled IAW the specific tasks.

5.1.2. Standard: The Government will observe completion of the reaccreditation audit.

5.2. Task 2, Performance Measures Visits (PMV): The contractor shall provide services for PMVs reviewing the correctional procedures and policies enacted by the individual facilities in order to determine whether the locations/facilities are on track for reaccreditation by the ACA. Reaccreditation will be determined by an impartial, elected Commission. Specifically, the contractor shall:

- Conduct random examinations throughout of all aspects of the correctional facility operations.
- Use only standards approved by the ACA in the accreditation process, making judgements of compliance based on written documentation, visual confirmation; conduct the audits in accordance of this PWS.
- Provide information on the reaccreditation program and process, and the participation of the agency, facility, or program therein, the Agency's governing and/or contract authority.
- Conduct an orientation to the reaccreditation program ad process, if requested, at the Agency's expense.
- Appoint all auditors/consultants based on their experience and demonstrated knowledge.
- Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners.
- Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Reaccreditation information will be shared among the Commission, officers, auditors, and staff on a need to know basis.
- Cooperate with the Agency, its Administrator, Accreditation Manager, and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process.
- Provide to the agency, facility, or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility, or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation.
- Publish the name of the accredited agency, facility, or program in an annual summary.

Location/Type of Performance Measures Visits:

Europe	CJ 1 st Edition/ Core Jail
ACC Agency/HQ	ACA Edition/Administration of Correctional Agencies
Korea	CJ 1 st Edition/Core Jail
USDB/MWJRCF	ACI/Adult Correctional Institutions
NWJRCF	CJ 1 st Edition/Core Jail

5.2.1. Deliverable: The reaccreditation audit shall be completed as scheduled IAW the specific tasks.

5.2.2. Standard: The Government will observe completion of the reaccreditation audit.

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

Army Regulation (AR) 25-1, Army Knowledge Management and Information Technology Management, Chaps 1, 4, 5, 8.

AR 25-2, Information Assurance Chap 4, Sect II.

DoD Directive 8570.1-M, DoD Information Assurance Workforce Improvement Program.

DTMS Code Merge SOP.

AR 350-1, Army Training and Leader Development.

ADP/ADRP 7-0, Training Units and Developing Leaders.

Leaders Guide to Unit Training Management.

TRADOC Regulation, Army Learning Policy and Systems (TR) 350-70.

7. GENERAL INFORMATION TO ALL CONTRACTORS for Army Corrections Brigade):

7.1. Army Corrections Brigade at Fort Leavenworth, Kansas: Army Corrections Brigade at Fort Leavenworth, Kansas includes the United States Disciplinary Barracks (USDB), and the Joint Regional Correctional Facility (JRCF). The USDB is a Level III maximum security military prison. The JRCF is a Level II medium security military prison.

7.2. Final Decision Authority: The Commander, Army Corrections Brigade serves as the final decision authority on all matters pertaining to both prisons on Fort Leavenworth.

7.2.1. Removal and Dismissal: The Commander, Army Corrections Brigade may temporarily suspend and/or bar Contractors or Contractor employees from USDB or JRCF facilities for reasonable cause. Reasonable cause includes actual or attempted

violations of ACB/MCC, USDB, or JRCF policies and/or security procedures; and actions the Commander deems may threaten or compromise the security of the ACB, including the results of a Criminal History Background Check.

7.2.1.1. Temporary Suspension: If a Contractor or Contractor employees are temporarily suspended pending review, their access to the USDB or JRCF facilities and/or grounds is denied. Their badge is confiscated and turned into the Information System Security Office and the individual's picture, name, rank, organization, effective date, and badge number (if applicable) is entered into the USDB/JRCF Gate Program and added to the USDB/JRCF Bar Roster. Upon completion of the review by the Commander, notification will be made in writing of the results.

7.2.1.2. Permanently Barred: If the review determines the Contractor or Contractor employees shall be permanently barred from the facilities in the best interest of ACB, the Contractor will be notified and the individual concerned will be permanently barred from ACB facilities and/or grounds. As applicable, the relevant licensing body shall be notified.

7.2.1.3. Re-Training: If the review determines the infraction does not warrant permanently barring the individual from the facilities but re-training is required, the Contractor will be notified and the individual will be re-instated once the training is completed.

7.3. Rules and Restrictions: Access to and work inside the USDB and JRCF is subject to the below restrictions:

7.3.1. Prison Rape Elimination Act (PREA): All Contractors or Contractor employees shall comply with all ACB/MCC PREA Regulations, Standing Operating Procedures (SOPs), and policies. Any disclosure of sexual abuse or sexual harassment by inmates or staff on inmates will be reported to the nearest security staff member. The security and safety of all concerned parties shall be paramount.

7.3.2. Safety: All Contractors or Contractor employees shall comply with all ACB/MCC Safety Regulations, SOPs, and policies. All Contractors or Contractor employees shall immediately notify ACB staff when they observe, or are subject to safety violations. The security and safety of all concerned parties shall be paramount.

7.3.3. Physical Security: The Contractor shall submit an employee access roster to the Contracting Officer's Representative (COR). The access roster shall be a list of all Contractor employees to include names, social security numbers, and birth dates; and/or Contractor vehicles (if applicable), to include types of vehicles, color, and license plates. The Contractor shall submit access rosters to the COR at least ten working days before their employees begin work to allow the ACC G6 Office time to conduct Criminal History Background Checks. Criminal History Background Checks will be conducted each time the contract is renewed or an option year is awarded. The Contractor shall notify the COR in writing a minimum of ten working days in advance to add employees

or equipment to the work force. The Contractor shall immediately notify the COR in writing should a Contract employee(s) need to be removed from the work force.

7.3.3.1 Background Checks. The Government reserves the right to deny Contractors or Contractor employees access to the USDB or the JRCF, should the results of a security investigation or Criminal History Background Check determine them a security risk.

7.3.3.1.1. Neither ACB nor the Contractor shall hire or promote anyone who may have contact with inmates, and shall not enlist the services of any sub-contractor or employee who may have had contact with inmates, who –

7.3.3.1.2. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

7.3.3.1.3. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

7.3.3.1.4. Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 2.3.3.1.3.

7.3.3.1.5. The Contractors shall not omit material instances of sexual misconduct described in **7.3.3.1.1., 7.3.3.1.2., 7.3.3.1.3., or 7.3.3.1.4.** above, nor provide materially false information with respect thereto. Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.

7.3.3.2. Inspection and Search: All Contractors or Contractor employees, vehicles and materials shall be subject to inspection and search upon entry into and exit from the USDB or the JRCF. Except for emergency vehicles (fire trucks and ambulances), Contractors or Contractor employees and vehicles shall be given first priority in entering and departing the USDB or the JRCF. All Contractors or Contractor employees shall obey special handling or parking instructions for equipment that could be used to breach security when idle. When USDB or JRCF Corrections Specialists search Contractor vehicles entering or leaving the USDB or the JRCF, all Contractors or Contractor employees shall exit their vehicle, shut the engine off, and open all doors and compartments.

7.4. Rules of Conduct: All Contractors or Contractor employees shall read and comply with ACC Policy Letter #17, Standards of Conduct; 15th Military Police (MP) Brigade (BDE) Regulation 190-3, Rules of Conduct; and 15th MP BDE Regulation 1-2, Prison Rape Elimination Act (PREA) in its entirety, and sign a Statement of Understanding (SOU) prior to beginning work.

7.4.1. SOU Processing: The Contractor shall attach Contractor employees' SOU to the access rosters submitted to the Physical Security Officer in accordance with paragraph

2.33 above in order to process individual Contractor or Contractor employees for clearance.

7.4.2. Entry and Exit Points: Contractors or Contractor employees shall enter and exit the USDB or JRCF through either the Main Entrance or the West Gate.

7.4.3. Badges: Contractors or Contractor employees will either be issued Special Staff Badges, Black Contractor Badges, or Red Visitor Badges. The badge shall be worn on the outer garment at all times. **Contractors or Contractor employees who lose a badge must immediately report the loss to the Physical Security Officer.**

7.4.3.1. Red Visitor Badges: Contractors or Contractor employees who do not have a Special Staff Badge or Black Contractor Badge, shall report to the main entrance of either the USDB or the JRCF and provide two forms of identification; one must be a photo identification to receive a red numbered badge. All Contractors or Contractor employees who receive a red badge will be escorted at all times while inside either facility.

7.4.4. Conduct Inside the Facilities: Once inside the secure perimeter of the USDB or JRCF, Contractors or Contractor employees shall travel only from the Main Gate entrance or the West Gate entrance to the Contractor's work site. All Contractors or Contractor employees shall remain at designated work sites. Correctional Specialists will escort Contractors or Contractor employees who require access to additional work sites.

7.4.5. Interaction with Inmates: Contractor or Contractor employees are not permitted to talk with inmates, except as actual work may require. Contractor or Contractor employees shall not give or accept any items from inmates at any time. If there are problems with inmates, a Correctional Specialist or the Physical Security Officer will be notified.

7.4.6. Contraband Items: The following items are contraband, and Contractor or Contractor employees shall not bring them through the Main Entrance or West Gate of the USDB or JRCF:

- Guns or firearms of any type, and their component parts, including, but not limited to, ammunition clips or magazines.
- Explosives and ammunition.
- Incendiary devices or mechanical or chemical components thereof.
- Knives (including pocketknives).
- Razor blades, or blades of any type.
- Narcotics and nonprescription drugs. This does not include a limited supply of over the counter medications (e.g., aspirin, acetaminophen, ibuprofen, cold medicines), stored in their original containers.
- Intoxicants or alcoholic beverages.
- Currency not carried on the person or contained in a purse or handbag accompanying the person.

- Cellular phones and radio transmitters (not specifically authorized by the USDB Deputy Commandant or the JRCF Deputy to the Commander, as applicable).
- Photographic equipment, including, but not limited to, cameras and film.
- Printed material and media not in compliance with ACB/MCC Regulation 28-1, Mail Screening Policy and Procedures.
- WiFi, Bluetooth, and recording devices, including, but not limited to, MP3 players, iPods, portable hard drives, thumb drives; as well as any headphones and listening devices. Only government purchased memory storage devices may be used on government owned machines and must be approved by the Information Systems Security (ISS) Office.
- Extra clothing not worn at the job site.
- Glass containers (unless approved by the USDB Deputy Commandant or JRCF Deputy to the Commander, as applicable).
- Metal fingernail files.
- Metal eating utensils (e.g., forks, spoons, knives).
- Weight-lifting dietary supplements (e.g., creatine). This does not include a limited supply of diet or food items (e.g., Slim Fast).
- Personally owned or retained handcuff keys or picklocks.
- Tobacco of all kinds, including, but not limited to, cigarettes, cigars, cigarillos, and loose tobacco.
- Smoking-related products of all kinds, including, but not limited to, pipes, lighters, matches, e-cigarettes.
- Smokeless tobacco, including, but not limited to, chewing tobacco, snuff, pouches, etc. (even if contained in the mouth).

7.4.7. Exceptions: The Commander, 15th Military Police Brigade may grant exceptions to the above instructions on a case-by-case basis. Contractors shall submit exception requests to specific items above to the Contracting Officer, Fort Leavenworth, KS three weeks prior to the proposal response date. If an exception is approved, all offerors in receipt of the Request for Proposal will be so notified before the proposal response date. Exceptions to these instructions after work commences will generally not be granted. However, should unanticipated circumstances require a request for exception; Contractors will submit exception requests in writing as soon as the circumstances become known; but in no case, less than three working days prior to the desired effective date of the exception.

7.5. Fort Leavenworth Access: The Contractor will be required to obtain Fort Leavenworth Access.

7.5.1. Criminal Background Checks: Employees will be subject to National Agency check for personal security clearance. Directorate of Emergency Services (DES) will determine whether an employee's presence is detrimental to security.

7.5.2. Security Requirements and Access Control Credentials: Due to increased security of Fort Leavenworth, all personnel entering the Fort must report to the Visitors

Control Center (VCC) for a background check and a day pass by Investigative personnel. Individuals that are working for an approved contract for the Fort may apply for a Locally Access Credential (LAC) card that will give them extended access to the Fort without having to go thru the VCC daily. Disapproved applicants may be denied from entering the installation

7.5.3. Locally Access Credential (LAC): The Contractor shall submit the employees Local Access Credential Application Form and Fort Leavenworth Installation Access Credential Acknowledgment Statement to the USDB POC at start of employment. LAC Forms can be found on <http://garrison.leavenworth.army.mil/Newcomers---Visitors/Gate-Information.aspx>. These LACs must be submitted to your assigned sponsor for processing. Approved applicants shall report to VCC with a form of Government issued ID to receive their LAC card. The LAC will allow temporary access to the installation and must be renewed prior to expiration. Please refer to the Garrison website for information on acceptable forms of ID. An approved LAC authorizes the individual to access the Fort through the regular DoD ID lane, but will not allow them to "escort" other non-DoD Individuals. Loss of LAC card will need to be notified to the USDB POC and reported to the DES investigative personnel immediately. Employee must resubmit for a replacement LAC card. If termination of position occurs, LAC card must be returned to KO/USDB POC immediately, for return to VCC within 5 business days of termination. Disapproved applicants may be denied from entering the installation.

7.5.4. Vehicle Operation: The Contractor and Contractor employees driving Contractor-owned or privately owned vehicles (POV) on Fort Leavenworth shall possess a valid State driver's license and insurance for both company and private vehicles. Ensure the vehicle has a valid State registration for both company and private vehicles. There will be indication of company name visible on exterior of the company vehicles.

7.5.5. Search and Seizure: All Contractor personnel and property are subject to search and seizure upon entering, while on, and leaving the installation. No Contractor employee shall be permitted on the post when such check reveals that his presence would be detrimental to the security of the post or detrimental to the mission of the organization. Removal of employees for any of the reasons stated in this paragraph does not relieve the Contractor of the requirement to provide sufficient personnel to adequately perform services required under this contract.

7.5.6 Access to Installation Under COVID-19: All Contractors or personnel from out of state wanting to gain access to the installation under COVID-19 must adhere to the current installation COVID-19 posture. You must contact the supporting or sponsoring organization 30 days in advance prior to your arrival to find out the requirements needed to gain access to the installation.

8. GENERAL INFORMATION TO ALL CONTRACTORS for USARCF-E:

8.1. The U.S. Army Regional Correctional Facility Europe (USARCF-E) at Sembach Germany: The USARCF-E at Sembach Germany is a Level I minimum security military prison.

8.2. Final Decision Authority: The Commander serves as the final decision authority on all matters pertaining USARCF-E.

8.2.1. Removal and Dismissal: The Commander may temporarily suspend and/or bar Contractors or Contractor employees from the facility for reasonable cause. Reasonable cause includes actual or attempted violations of USARCF-E policies and/or security procedures; and actions the Commander deems may threaten or compromise the security of the USARCF-E, including the results of a Criminal History Background Check.

8.2.1.1. Temporary Suspension: If a Contractor or Contractor employees are temporarily suspended pending review, their access to the USARCF-E facility and/or grounds is denied. Their badge is confiscated and turned in. Upon completion of the review by the Commander, notification will be made in writing of the results.

8.2.1.2. Permanently Barred: If the review determines the Contractor or Contractor employees shall be permanently barred from the USARCF-E in the best interest of the facility, the Contractor will be notified and the individual concerned will be permanently barred from USARCF-E facilities and/or grounds. As applicable, the relevant licensing body shall be notified.

8.2.1.3. Re-Training: If the review determines the infraction does not warrant permanently barring the individual from the USARCF-E facility but re-training is required, the Contractor will be notified and the individual will be re-instated once the training is completed.

8.3. Rules and Restrictions: Access to and work inside the USACF-E is subject to the below restrictions:

8.3.1. Prison Rape Elimination Act (PREA): All Contractors or Contractor employees shall comply with all USARCF-E PREA Regulations, Standing Operating Procedures (SOPs), and policies. Any disclosure of sexual abuse or sexual harassment by inmates or staff on inmates will be reported to the nearest security staff member. The security and safety of all concerned parties shall be paramount.

8.3.2. Safety: All Contractors or Contractor employees shall comply with all USARCF-E Safety Regulations, SOPs, and policies. All Contractors or Contractor employees shall immediately notify USARCF-E staff when they observe, or are subject to safety violations. The security and safety of all concerned parties shall be paramount.

8.3.3. Physical Security: The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the

close of each work period, government facilities, equipment, and materials shall be secured. Contractors or Contractor employees will be issued red visitor badges.

8.3.3.1 Background Checks. The Government reserves the right to deny Contractors or Contractor employees access to the USARCF-E, should the results of a security investigation or Criminal History Background Check determine them a security risk.

8.3.3.1.1. Neither the USARCF-E nor the Contractor shall hire or promote anyone who may have contact with inmates, and shall not enlist the services of any sub-contractor or employee who may have had contact with inmates, who –

8.3.3.1.2. Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

8.3.3.1.3. Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

8.3.3.1.4. Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph 8.3.3.1.3.

8.3.3.1.5. The Contractors shall not omit material instances of sexual misconduct described in 8.3.3.1.1., 8.3.3.1.2., 8.3.3.1.3., or 8.3.3.1.4. above, nor provide materially false information with respect thereto. Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.

8.3.3.2. Inspection and Search: All Contractors or Contractor employees, vehicles and materials shall be subject to inspection and search upon entry into and exit from the USARCF-E. Except for emergency vehicles (fire trucks and ambulances). All Contractors or Contractor employees shall obey special handling or parking instructions for equipment that could be used to breach security when idle. When Corrections Specialists search Contractor vehicles entering or leaving the facility, all Contractors or Contractor employees shall exit their vehicle, shut the engine off, and open all doors and compartments.

8.4. Rules of Conduct: The Contractor or Contractor employees shall comply with all USARCF-E Regulations, SOPs, and policies.

8.4.1 Badges: The badge shall be worn on the outer garment at all times. In order to be issued a red visitor's badge, personnel must present a form of photo identification at the main entrance point. While in the facility, all personnel with a visitor's badge must be escorted at all times. Badges will be returned prior to exiting the facility. Lost badges must be reported immediately. All contractors or Contractor employees shall be subject to inspection and search upon entry into and exit from the USARCF-E.

8.4.2. Conduct Inside the facility: Once inside the secure perimeter, Contractors or Contractor employees shall travel only from the entrance to the Contractor's work site. All Contractors or Contractor employees shall remain at designated work sites. Correctional Specialists will escort Contractors or Contractor employees who require access to additional work sites.

8.4.3. Interaction with Inmates: Contractor or Contractor employees are not permitted to talk with inmates, except as actual work may require. Contractor or Contractor employees shall not give or accept any items from inmates at any time. If there are problems with inmates, a Correctional Specialist or the Physical Security Officer will be notified.

8.4.4. Contraband Items: The following items are contraband, and Contractor or Contractor employees shall not bring them into the facility:

- Guns or firearms of any type, and their component parts, including ammunition clips or magazines
- Explosives and ammunition
- Incendiary devices or mechanical/chemical components thereof
- Knives (including pocket knives)
- Razor blades, or blades of any type
- Narcotics and nonprescription drugs. This does not include a limited supply of over the counter medications stored in their original containers
- Intoxicants or alcoholic beverages
- Cellular phones and radio transmitters
- WiFi, Bluetooth, recording devices, portable hard drives, thumb drives; only government purchases memory storage devices may be used on government owned machines and must be approved by the Information Systems Security (ISS) Office
- Extra clothing not worn at the job site
- Glass containers
- Metal fingernail files
- Metal eating utensils
- Handcuffs, handcuff keys, or picklocks
- Metal cans
- Tobacco of all kinds and smoking-related products

8.4.5. Tools: Contractor or Contractor employees shall secure all tools and equipment under lock and key at all times, unless in actual use.

8.4.6. Exceptions: The Commander may grant exceptions to the above instructions on a case-by-case basis. Contractors shall submit exception requests to specific items above to the Contracting Officer three (3) weeks prior to the proposal response date. If an exception is approved, all offerors in receipt of the Request for Proposal will be so notified before the proposal response date. Exceptions to these instructions after work commences will generally not be granted. However, should unanticipated circumstances require a request for exception; Contractors will submit exception

requests in writing as soon as the circumstances become known; but in no case, less than three (3) working days prior to the desired effective date of the exception.