Procurement of Professional Services for the Adult Correctional Management Information System Upgrade

Request for Proposal: DOC RFP 2022-001

ISSUED BY: Department of Corrections
ADDRESS: #1 Mashburn Lane, Dairy Road, Mangilao, GU 96913
MAILING ADDRESS: Guam Department of Corrections
ADDRESS: P.O. Box 3236 Hagatna, Guam 96932
PROPOSAL NO: RFP-DOC-2022-01
ISSUE DATE: February 21, 2022
DEADLINE: March 25, 2022, 5:00 P.M.

DEPARTMENT OF CORRECTIONS: Director’s Office
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Section III. SCOPE OF SERVICES
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Section I.  INSTRUCTIONS TO OFFERORS

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These Instructions to Offerors contain the following lettered paragraphs:

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W. Amendments to Request for Proposals
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BB. Subcontractors
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FF. GLOBAL STANDARDS PACKAGE GRANT CONDITION
A. PURPOSE

The purpose of this RFP is to solicit proposals from a qualified entity, including off-island entities, to provide a new software application that will replace DOC’s current system. The Department of Corrections is currently using Navaline as its jail management system. Both the software and the hardware (IBM Power 7 servers) are outdated and no longer supported.

The Government of Guam intends to use an existing system that is commercially available, without major customizations and proven to operate effectively over time. This system should be from a Vendor who has demonstrated long-term viability as a company and a long-term commitment to customers through regular product enhancements and on-going support.

The Government of Guam understands that even the most comprehensive and sophisticated solutions will require some configuration to meet the operational and case management requirements that are unique to the Government of Guam’s Department of Corrections. Thus, the government seeks to procure the professional services from a vendor that will provide a proven, effective, and carefully structured approach to implementation of the chosen system. In this context, implementation refers to all efforts required to provide a complete and functioning system and to prepare the Government of Guam to use it effectively. This includes data migration from DOC’s existing system, technology and implementation planning, detailed design, interfaces, software integration with other agency systems, designing minimal software modifications, testing, training, data conversion, end user and technical documentation, project management, implementation change management, and post-implementation support as described in the Statement of Work.

B. TYPE OF CONTRACT TO BE OFFERED AND TERM

The estimated time for performance of the implementation of the system and services outlined in the Scope of Services in the RFP is approximately twelve (12) months (“Implementation Period”), with a maintenance and operation period of approximately four (4) years (“Maintenance and Operation Period”), constituting an Initial Term of five (5) years, with possible renewal or extension periods of up to an additional total of five (5) years. Please note that this is an estimated implementation time frame, and that all Offerors are expected to submit a Proposed Project Schedule for the implementation of the System. Any contract that results from this solicitation will be a multi-year professional services contract for the implementation, maintenance, and operation of the new System.

1. Initial Term. The initial term of the contract shall be for twelve (12) months and shall begin upon the date that the Governor executes the contract (the “Initial Term”). After the Governor has approved the contract, the Department of Corrections will issue a written Notice to Proceed (“NTP”), or notify the awarded Contractor in some other manner, that services may begin.

2. Renewal Maintenance and Operation Terms. At the sole option of the Department of Corrections and upon satisfactory performance by the awarded contractor, the contract may be renewed or extended for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to five (5) additional years (each renewal being a “Renewal Term”) for the purpose of continued maintenance, support, upgrades and/or operation of the
installed System. Any renewal of the contract for continued services will not be subject to negotiation and shall be on the same terms and conditions and pricing as in effect under the existing contract.

3. Negotiated Extension Terms. At the sole option of the Department of Corrections, and upon satisfactory performance by the Contractor, the contract may be extended for any number of time period(s) determined to be in the best interests of the government of Guam, for a total of up to one (1) additional year (each being a “Negotiated Extension Term”) for the purposes of providing any additional services or deliverables required by the U.S. Department of Justice, Bureau of Justice Assistance under Federal Award 2018-MU-BX-0712 and 2020-MU-BX-0044.

4. No Cost Extension Terms. Any resulting contract is subject to the availability of funds under Federal Award No. 2018-MU-BX-0712 and 2020-MU-BX-0044. Should the awarded Contractor require additional time to complete any contract objectives, for good cause, and at the sole option of the Department of Corrections, the resulting contract may be extended for Extension Term of up to 6 months, as approved by the U.S. Department of Justice, Bureau of Justice Assistance with no additional obligation of any funds by Department of Corrections (each being a “No Cost Extension Term”). If the Department of Corrections selects to extend the contract, the Extension Term shall be exercised by the Department of Corrections in accordance with the applicable terms and conditions of 2 CFR Part 200 and any applicable terms and conditions of the Federal Award. The exercise of any No Cost Extension Term shall be documented through the execution of a written determination signed by the Procurement Officer and placed in the contract file prior to the end date of the period of performance of the Federal Award.

All Renewal Terms or No Cost Extension Terms are subject to the availability of funds. In no case shall any extensions or renewal to extend the total term of the contract beyond five (5) years. Unless cancelled for lack of funds, terminated, renewed, or extended prior to expiration, the contract shall expire at the end of the Initial term or at the end of any subsequent Renewal Term, any subsequent Negotiated Extension Term, or any No Cost Extension term exercised by the Department of Corrections.

C. INSTALLMENT PAYMENTS

Offerors submitting Proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in any awarded contract and tied to satisfactory completion and progress of assigned tasks and/or deliverables.

D. REQUEST FOR PROPOSALS PACKAGE AND FORMS

The Request for Proposals package and forms will be available on DOC’s website at the web address below under the tab labeled “Requests for Proposals” until March 18, 2022. The DOC’s web address is DOC.guam.gov. Hard copies of the Request for Proposals package will be available at #1 Mashburn Lane, Dairy Road, Mangilao, GU 96913, from Monday, February 21, 2022 to Friday, March 18, 2022. In the event a hard copy is requested, the DOC will charge a non-refundable fee of $25.00 per copy of the RFP. All payments shall be made in advance of receiving the documents, and payments may be made by cash, certified check, or money order. Certified checks and money orders shall be made payable to the Treasurer.
of Guam. All required forms attached to this RFP must be completed, executed by the authorized representative of the Offeror, and included with the Offeror’s Proposal.

E. SUBMISSION OF PROPOSALS AND DUE DATE

Sealed Proposals shall be submitted including one (1) fully executed original and five (5) copies. Faxed or E-mailed Proposals will be accepted. The DOC will accept electronic submission of Proposals by e-mail to the Single Point of Contact, Clarice Brigg, at procurement@doc.guam.gov. Proposals electronically submitted to any other person through any other method of electronic transmission will not be accepted.

Proposals and Proposal Documents may be signed by the Offeror electronically, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall be submitted with the Proposal and shall constitute the Proposal. Failure to submit the required forms in the number or format required may be cause for rejection of Proposals due to non-responsiveness. The narrative Statement of Qualifications, which consist of the total of all of the responses to Paragraphs F, G, H, I, J, K, and L below, shall not exceed twenty (20) pages total (exclusive of resumes, qualifications of staff members under Paragraph M, and exhibits) [NOTE: this number must match/include the total page limit set for each Paragraph]. See the Proposal Format and Content provisions for full instructions and minimum requirements for the content of the Proposal.

By submitting a Proposal in response to this solicitation, the Offeror agrees to accept and comply with the terms and conditions included in the attached sample contract, the terms and conditions incorporated in this RFP, and to be bound by all applicable federal law, the terms and conditions of any funding source, Guam’s Procurement Law, and the Guam Procurement Rules and Regulations.

The Offeror further agrees that the Proposal offer shall remain open and firm, and may not be withdrawn for one-hundred eighty (180) days after the conclusion of discussions. In no case will failure to inspect or review constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals conditioned upon receiving award of both the contract being solicited in this RFP and another contract will be rejected as non-responsive.

Proposals must be received not later than Day of March 25, 2022, 5:00 P.M. Chamorro Standard Time. Proposals received after the closing time for receipt will not be considered. Office hours for receipt of Proposal are Monday through Friday (excluding Government of Guam Holidays), 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Proposals must be hand delivered, delivered by mail, or delivered by other courier service to:

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<tr>
<th>Mailing Address:</th>
<th>Department of Corrections</th>
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<tr>
<td>P.O. Box 3236</td>
<td>Hagatna, Guam 9693</td>
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<tr>
<th>Physical Address:</th>
<th>Department of Corrections</th>
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<tr>
<td>#1 Mashburn Lane, Dairy Road, Mangilao, GU 96913</td>
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Each Offeror submitting a Proposal for any portion of the work covered by the RFP, the Proposal, or the Proposal Documents shall execute all required affidavits and certification
forms, in the form provided with this RFP. Such affidavits and certification forms shall be attached to the Proposal. Any forms that are required to be notarized must be notarized no more than thirty (30) days prior to submission of the Proposal. Failure to submit all required forms may result in rejection of the Proposal.

F. PRE-PROPOSAL CONFERENCE/SITE VISIT

The Department of Corrections may, at its discretion, conduct a pre-Proposal conference in accordance with 2 GAR Div. 4 § 3114(g). In the event a pre-Proposal conference is scheduled, the Department of Corrections will announce the time and place of the conference to all prospective offerors that have registered their contact information with the agency.

G. NO PRE-PROPOSAL DISCUSSIONS WITH OFFERORS

No oral discussion, explanation, or instructions in regard to the meaning of any provision of this RFP will be allowed or given on or before the submission due date for all Proposals.

H. QUESTIONS/COMMUNICATIONS OF OFFERORS PRIOR TO PROPOSAL SUBMISSION AND SINGLE POINT OF CONTACT

All communications and any questions concerning possible discrepancies, omissions, or doubts as to the meaning of any provision of this RFP shall be raised before the submission due date for Proposals and shall be communicated in writing on or before Friday March 11, 2022 5:00 p.m., C.S.T. to the following Single Point of Contact for the Department of Corrections:

The Department of Corrections
Clarice Briggs, ASO at procurement@doc.guam.gov
P.O. Box 3236
Hagatna, Guam  96932

Email: procurement@doc.guam.gov

All written communications or questions must reference RFP-DOC-2022-001 in the subject or reference line. Written answers to all timely and properly submitted written questions shall be provided within a reasonable time prior to the submission due date for Proposals. The DOC will notify all Offerors of any substantive modification or clarification provided in response to any timely and properly submitted written questions. The DOC may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical. The DOC is not required to respond to untimely or improperly submitted questions or communications.

No other oral or written communications concerning possible discrepancies, omissions, objections, or doubts as to the meaning of any provision of this RFP shall be submitted to Department of Corrections at any time prior to the submission date for Proposals, except as permitted by Guam’s Procurement Law and Guam’s Procurement Rules and
Regulations. Any communication initiated by an Offeror other than a timely submission of permitted pre-proposal questions: 1) shall contain a citation to the Guam code section or Guam procurement regulation that authorizes the communication; 2) shall be submitted in writing; and 3) shall only be communicated to the above-designated Single Point of Contact. Department of Corrections is not required to respond to any communication that does not comply with the requirements of this paragraph, or any communication that is untimely. The Department of Corrections will notify all Offerors of any substantive modification or clarification of the solicitation provided in response to any properly submitted communication, as permitted by law. The Department of Corrections may extend any applicable dates or due dates if any circumstance or information significantly amends the solicitation or makes compliance with the original proposed due dates impractical.

I. OTHER COMMUNICATIONS

Discussions after the submission due date for Proposals and prior to award for the purpose of clarifying and/or modifying timely Proposals submitted by the Offerors are permitted in accordance with 2 GARR, Div. 4 § 3114(i) and/or 2 GARR, Div. 4 § 3116. (See also General Terms and Conditions, Clarification/Discussion of Proposals.)

Direct or indirect contact or communication concerning this RFP with any other Department of Corrections employees, other employees or representatives of the government of Guam who are participating in the solicitation process, or any other person participating in the solicitation process is strictly prohibited at all times during the solicitation process and prior to award of the contract, unless such contact or communication is specifically authorized by Guam’s Procurement Law and Guam’s Procurement Rules and Regulations.

J. OFFEROR PRESENTATIONS WITH PRODUCT DEMONSTRATION

Offerors will be allowed to make demonstrations of their system that is commercially available to the Evaluation Team, after submission of the Proposals. Key management and technical personnel will be expected to participate in presentations. No more than three (3) personnel shall be allowed to conduct the presentation in two (2) hours or less. The presentation shall demonstrate the Offeror’s commercial product’s ability to fulfill the requirements described in the RFP’s Scope of Services, and provide examples of what their product offers out of the box.

The offeror will be allowed to make their demonstrations virtually.

For virtual presentations the Department of Corrections will use their virtual meeting platform. The DOC will use either ZOOM or Microsoft Teams and allow the offeror to present via their virtual meeting platform. The offerors presentation will be recorded for the procurement record.

No other materials, items, promotional materials, products, or similar items may be submitted, given, or provided to DOC or the DOC Evaluation Team by any Offeror at any time before, during, or after the formal presentations, and at any time prior to contracting. (Please also see the Prohibition of Gratuities, Kickbacks, and Favors in Section II, General Terms and Conditions, Paragraph I of this RFP.)
Offeror Presentations are tentatively scheduled for April 4, 2022. All Offerors who submit a Proposal and register their contact information with DOC for this RFP will be notified of the exact date, time, and location to appear or with virtual meeting information to conduct their presentations.

If the Offeror is allowed to make presentations onsite and chose to present in person, the Offerors shall arrive promptly at the scheduled time for their presentation, and will be allowed up to fifteen (15) minutes to set up all equipment to conduct the formal presentation. The time for the formal presentation will begin immediately after all equipment is set up, or fifteen (15) minutes after the scheduled time for the presentation has elapsed, whichever occurs earlier in time. Offerors will be allowed to orally discuss or explain their Proposals and presentation materials with the Evaluation Team during the formal presentations. Oral representations or commitments made by the Offerors at the Presentation, if any, will be considered binding.

**K. PROPOSAL FORMAT AND CONTENT**

Facsimile or E-mail submission of written Proposals will be accepted. If submitting a Proposal by e-mail, the subject line of the e-mail transmission shall contain the Offeror’s name and the name of Offeror’s authorized representative, along with the following caption: “Proposal for Adult Correctional Management Information System Upgrade System No. DOC 2022-001”.

If submitting a hard copy, Offerors shall submit their written Proposals and Proposal Documents in a sealed envelope to include one (1) original and five (5) copies. The outer envelope shall be marked in bold letters: “Proposal for Adult Correctional Management Information System Upgrade System No. DOC 2022-001”. The envelope shall also be marked with the Offeror’s name and the name of Offeror’s authorized representative.

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<tr>
<td>Offeror’s Name:</td>
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<td>Offeror’s Address:</td>
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<tr>
<td>Submittal Date: <strong><strong>/</strong></strong>/____</td>
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<tr>
<td>Attention: PROCUREMENT OFFICER</td>
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Proposals and Proposal Documents shall be filled out in ink or typewritten and signed in black or blue ink. Erasures, strikeouts, or other types of changes, made to a Proposal, which are evident on its face, must be explained or noted over the signature of the Offeror. Unexplained erasures or alterations, and omissions to the Proposal or Proposal Documents may be cause for rejection by the government.
All Proposal must include:

A cover letter on the Offeror’s letterhead, listing the legal name of the Offeror, location of Offeror’s principal place of business, location of the formation of Offeror’s business entity, and current place(s) of operation and other projects. This cover letter must be signed in the legal name of the Offeror and by an authorized officer, representative, agent or employee of the Offeror, who has authority to bind the Offeror. Proof of authority to bind the Offeror may be requested by the Department of Corrections. The cover letter should also contain the following:

- Offeror’s identify including federal employer identification number;
- Designation and name, title, and contact information of the Offeror’s representative for matters related to the RFP;
- An acknowledgement that the Offeror has read the RFP and accepts the term, conditions, and instructions in the RFP;
- A statement that the Offeror’s proposal is valid for a minimum of one hundred twenty (120) days from the Proposal submission deadline contained in the RFP; and
- Signature of Offeror’s authorized representative.

The proposal shall include the following:

- A detailed description of their commercial product. This applies to the capabilities, functionality, and security;
- A detailed plan for performance of the Services listed in the Scope of Services;
- A statement of the abilities, qualifications, and experience of all persons who would be assigned to provide the required Services under this RFP;
- A statement of the availability and capacity of the Offeror to perform the Services under this RFP;
- A listing of other contracts under which services similar in scope, size, or discipline were performed;
- A listing of any other contracts under which any services were performed within the last five (5) years; and
- A statement addressing any other factors deemed relevant to the RFP and stated as evaluation factors herein.

All Proposals must contain a concise narrative including a statement of qualifications addressing the aforementioned bulleted items, the evaluation criteria set forth in this solicitation, and information described in the Scope of Services. All costs associated with preparation of a Proposal in response to this RFP shall be solely the Offeror’s responsibility. The Department of Corrections shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a Proposal, the Offeror expressly waives any right it may have against the Department of Corrections for any expenses incurred in connection with the preparation of its Proposal, unless otherwise entitled to such expenses by law.

All Proposals should follow and address each of the evaluation criteria and must be complete as to the requested information. Failure to follow the prescribed format or omission of required information may result in a lower score on evaluation and may result in rejection of the Proposal. Supporting graphical information, i.e., photos, drawings,
illustrations may be provided to support the information given in the Proposal; such material will not be separately evaluated; but may be utilized as supporting documentation.

A copy of the PowerPoint presentation and all other files used in the "OFFEROR PRESENTATIONS WITH PRODUCT DEMONSTRATION" with must be contained on each of the two (2) thumb drives submitted in the sealed envelope with the Offeror’s Proposal if the offeror submits a hard copy of their proposal. If the offeror submits their proposal by email, the presentation files used in their demonstration must be included.

Price Proposals shall not be submitted simultaneously with the written Proposal, and shall only be submitted when and as requested. The Price Proposal shall be submitted in another sealed envelope, separate from the written proposal. The outer envelope shall be marked in bold letters, “Price Proposal for Professional Services to Upgrade DOC’s Adult Correctional Management Information System, Request for Proposal: DOC RFP 2022-001.” The envelope shall also be marked with the Offeror’s name and the name of Offeror’s authorized representative.

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations, to be submitted prior to the negotiations. A Certification of the Cost or Pricing Data will also be required from the Offeror with whom a successful contract is negotiated. The Cost or Pricing Data and/or Certification of the Cost or Pricing Data shall be separately requested by Department of Corrections when required. Neither the Cost or Pricing Data nor a Certification of the Cost or Pricing Data shall be submitted with the Offeror’s Proposal.

The following is a listing of all Proposal Documents that must be completed, signed and/or notarized if required, and included in the envelope with the written Proposals:

- Cover letter referencing RFP-DOC-2022-001 which lists the contents of the Proposal and all required information about the Offeror, as set forth in this Paragraph
- Offeror’s Proposal addressing all informational items and factors required in the RFP
- Proof of any required licensure to perform the Services on Guam (unless not required until a later time pursuant to the terms of this RFP)
- Offeror’s Proposal addressing all informational items and factors required in the RFP
- Proof of any required licensure to perform the Services on Guam (unless not required until a later time pursuant to the terms of this RFP)
- Declaration Disclosing Ownership, Influence, Commissions And Conflicts Of Interest
- Declaration Re: Non-Collusion (Ag Form 003)
- Declaration Re: No Gratuities Or Kickbacks (Ag Form 004)
- Declaration Re: Ethical Standards (Ag Form 005)
- Declaration Re: Compliance With U.S. Dol Wage Determination (Ag Form 006)
- Declaration Re: Contingent Fees (Ag Form 007)
- U.S. Department Of Labor Wage And Benefit Determination (Sca)
- Subcontractor Utilization Form
- Conflict-Of-Interest (Coi) Disclosure Form
- Conflict-Of-Interest Guidelines
- Certification Of Non-Employment Of Convicted Sexual Offenders
- Certification Regarding Lobbying Form Standard Form-LII (Sf-LII)
The failure to include any items of information required by this Paragraph, or any of these documents and forms with the Proposal may result in rejection of the Proposal. All Proposals and Proposal Documents must be fully completed and signed. Any Proposal Documents that are required to be notarized must be notarized prior to submission, but no more than thirty (30) days prior to submission.

L. PLAN FOR PERFORMING THE REQUIRED SERVICES

As part of the written Proposal, Offerors shall submit a plan for the proposed Project outlining the components, qualities, uses, and benefits of the Offeror’s proposed solution, along with a comprehensive plan for performing the Services, providing as much detail as is practical explaining the Offeror’s Proposal and how any Services contained in the Scope of Services will be performed and how any objectives outlined in the Scope of Services will be achieved. The Offeror shall describe the advantages of the proposed plan, and Offeror’s method for performing the Services, avoiding problems and delays, and resolving conflict. The Offeror’s proposed plan should describe any processes in detail for the functions being addressed, and identify any outstanding issues the proposed solution may present. The proposed plan shall further describe Offeror’s approach to completing this Project on budget, on schedule, with high quality, and how the Offeror’s proposed plan will offer Department of Corrections and the government of Guam the most advantage. The proposed plan shall include a proposed Project schedule.

The proposal should describe clearly and fully the proposed product and its features and components, as well as the proposed approach to project execution and management. The use of standard product documentation, including user manuals and technical maintenance manuals, is encouraged. Demonstration software and sample help files may be included. System or platform capabilities should be described with specific, and illustrated with examples and/or cross-referenced to user and technical manuals where appropriate.

2.1. Implementation Approach

Proposers should describe their recommended approach to successfully implementing the new Adult Correctional Management Information System based on their experience with other similar projects and any unique aspects of the Government of Guam’s situation. This description should address configuration management, change orders, software quality assurance, and resources to respond to unanticipated conditions without delaying implementation beyond the proposed implementation date.

Process Improvements / Adjustments

In implementing Adult Correctional Management Information System the Government of Guam is willing to consider modifying its own internal processes to take advantage of system features it considers valuable.

Because it is very important for the Government of Guam to understand how flexible the system will be in allowing customization to fit the Government of Guam’s best practices and needs, vendors should describe and demonstrate their proposed solution’s ability to be flexible and be customized to fit established processes and reporting needs. Vendors should
also describe any available capabilities to assist the Government of Guam to improve its internal procedures to take advantage of operational features of the proposed software product

M. ABILITY, QUALIFICATIONS, EXPERIENCE, AND QUALITY OF PERSONNEL, IT SYSTEMS, AND FACILITIES

As part of the written Proposal, Offerors shall submit the qualifications and a brief work history of the identified personnel to be assigned to the Project, addressing, in particular, any proposed Project Manager and core Project staff or Key Personnel. The work history and qualifications shall not exceed (3) three pages per staff member. The Offeror shall also submit a detailed, but brief description of the following:

- Provide a Project Organizational Chart of designated or key personnel to be assigned to this Project with identification of their project roles and description of their area of responsibilities and the location of their office.
- Identify the Project principal, Project manager, assistant Project manager, key staff, subcontractors, and their qualifications and experience as it relates to this Project.
- List the Project Team, key personnel, and/or subcontractor experience on similar projects.
- Quantify the time commitment of key personnel or team members during the Project life cycle.
- Unique qualifications of key personnel or team members.
- Qualifications and relevant individual technical training, education, and experience including degree(s), year and discipline, and active registrations and licenses with number and jurisdiction. Include the description of the specific role performed by each individual on each project listed, highlighting projects of similar size and scope where the individual’s role is similar to his/her role on this Project.
- Provide a detailed description of the resources, equipment, and facilities that are currently available to perform the Services or can be demonstrated to be available to perform the services at the time of contracting.

Offerors shall also submit a detailed description of the benefits and quality of any resources, equipment, and/or facilities Offeror intends to utilize to perform the Services which may not be currently available, but will be made available, or can be demonstrated to be made available at the time of contracting. All Offerors, when identifying Key Personnel in their Proposal, must accurately, comprehensively and correctly provide the information about the key person(s) requested in the solicitation. Inaccurate information in the Proposal constitutes a material misrepresentation and could result in rejection of the Offeror’s Proposal. All persons identified as Key Personnel in the Contractor’s Proposal must agree to provide the services for the Project for a minimum of ninety (90) days from the date of the Notice to Proceed, barring unforeseen catastrophic events such as illness, accident, or death.

N. AVAILABILITY AND CAPACITY OF THE OFFEROR TO PERFORM

As part of the written Proposal, Offerors shall submit a brief explanation of why the Offeror is available or will be available and has the capacity to provide the services listed in the Scope of Services. The explanation shall address how the Offeror’s current workload can
accommodate the addition of a contract of this type; the Offeror’s current or demonstrated available resources; and how the Offeror will implement Quality Assurance/Quality Control measures. This statement shall not exceed 10 (ten) pages.

The Proposal should provide a clear description of all specific project staff or subcontractors who are intended to work on the Project, the nature, extent, and manner of their involvement, and their availability for the Project. The Proposal shall also address the availability of any equipment or facilities that may be used to provide the services. As part of this Proposal description, Offerors must include the following:

- Identify and describe the current and projected workload of all designated personnel or subcontractor(s), including a list of ongoing projects and his/her role on these ongoing projects.
- Describe the procurement, involvement, management, and availability of any subcontractors.
- Describe how the current workload of each designated personnel or subcontractor can accommodate the addition of this Project.
- Describe the approach and organizational capabilities to perform the Services on time and within budget.
- Detail the extent of each designated personnel member’s and subcontractor’s involvement in providing the Services.
- Describe the internal quality and cost-control measures or procedures.
- Provide a disclosure of financial resources sufficient to demonstrate an ability to complete this Project.
- Provide a detailed description of how any required resources, equipment, and facilities will be obtained or made available to perform the Services.

O. OFFEROR’S RECORD OF PERFORMANCE ON SIMILAR PROJECTS

As part of the written Proposal, the Offeror is required to provide proof to the Department of Corrections that it has delivered a quality work product on similar projects. The Offeror shall provide its past performance record on similar projects and that are intended to automate and streamline Adult Correctional Agencies and Jails.

The offeror should demonstrate a track record of effective planning, scheduling and on-time delivery, and successful performance on its projects. Offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and timeliness of delivery. The submittal shall not exceed four (4) pages.

The Proposal shall include:

- A list of projects similar in scope and with emphasis on experience in systems for Adult Correctional Facilities and detention centers.
- The list shall identify project name, project description, location, client references including contact name, address and telephone number, completion date, project budget, project role, type of services provided highlighting work performed similar in scope, and other pertinent information.
- A list of the Offeror’s record of cost performance on these projects (i.e., original contract award amount versus final contract cost) and explain any cost deviations.
P. OFFEROR’S GENERAL EXPERIENCE AND PAST PERFORMANCE

As part of the written Proposal, the Offeror is required to provide proof to the Department of Corrections that it has delivered a quality work product in a majority of its areas of work and projects. The Department of Corrections is interested in Offeror’s overall experience on Guam, other U.S. Territories, and the fifty (50) states. The Offeror shall provide its past performance record on any projects performed in the last five (5) years, for all projects which are not encompassed by the list required in the previous Paragraph. Offeror should demonstrate a track record of effective planning, scheduling and on-time delivery, and successful performance on its projects. Offeror should also demonstrate a track record of teamwork, cooperation, fair dealing, client service, and relationships of mutual trust and confidence. Emphasis should include the quality of work and timeliness of delivery. This submittal shall not exceed three (3) pages.

The Proposal shall include:

- A list of all projects performed in the last five (5) years, which are not included in the list required in the paragraph above for similar projects. This list shall identify project name, project description, location, client references including contact name, address and telephone number, completion date, project budget, project role, type of services provided highlighting work performed and other pertinent information.
- A list of the Offeror’s record of cost performance on these projects (original contract award amount versus final contract cost) and explain any cost deviations.
- A list of the Offeror’s record of schedule performance (list original schedule versus final completion date) and explain any schedule deviations.
- A history of performance on these other projects that the Offeror was involved with over the past five (5) years. This description of Offeror’s performance history should demonstrate Offeror’s teamwork, cooperation, fair dealing, client service, and establishment of relationships of mutual trust and confidence.

Q. AGE AND SIZE OF OFFEROR’S BUSINESS

The Proposal shall include a statement of the age of the offeror's business and average number of employees over last five (5) years.

R. QUALITY OF OFFEROR’S COMMERCIAL PRODUCT DEMONSTRATION

As part of the Proposal, the Offeror shall present a demonstration of their commercial product featuring the out of the box functionality that is applicable to Jail management, and correction systems. The Offeror will be allowed to also present a configured version of their product that demonstrates their products ability to be customized.
The offeror shall provide their existing cyber security and support standards for their systems.

If the system is SaaS-based, that operates in a cloud environment, the offeror shall provide detail all layers of security, and federal security compliance certifications FedRAMP.

S. EVALUATION FACTORS FOR PROPOSALS

Proposals will be evaluated only on the Evaluation Factors listed in this RFP. The quality of Offerors’ written Proposals shall be determined using the following Evaluation Factors and the listed associated possible scoring totals. Written Proposals scoring less than 70 points may be rejected from consideration for the award of the contract. The total of 100 possible points is broken down as follows:

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>SCORE</th>
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<tbody>
<tr>
<td><strong>Quality of Proposal Content and Plan for Performing the Required Services:</strong></td>
<td>25 Points</td>
</tr>
<tr>
<td>Overall quality, comprehensiveness, and value of the Proposal’s presentation regarding the Services that provides the most benefit to Guam and in responding to items described in the Scope of Services section of this RFP. Proposed plan and method for accomplishing the Services, avoiding problems and delays, and resolving conflict. The Offeror’s approach to completing this Project on budget, on schedule, with high quality; and Offeror’s plans to meet the Department of Corrections’ goals for the Services.</td>
<td></td>
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<tr>
<td><strong>Ability, Qualifications, Experience, and Quality of Personnel, Equipment, and Facilities:</strong></td>
<td>20 Points</td>
</tr>
<tr>
<td>Specialized experience and qualifications of designated Project personnel to perform the Services, as reflected by technical training and education, general experience, specific experience in providing the Services, and the qualifications and abilities of personnel proposed to be assigned to perform the Services. Specialized benefits and/or quality of the Offeror’s resources, equipment, and/or any facilities Offeror intends to utilize to perform the Services.</td>
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<tr>
<td><strong>Availability and Capacity of Offeror:</strong></td>
<td>15 Points</td>
</tr>
<tr>
<td>The Offeror’s current capacity to successfully apply its skills and resources to perform and complete the Services on time and within budget at a level of quality expected by The Department of Corrections. This includes an evaluation of the resources, personnel, facilities, and equipment currently available to perform the Services or demonstrably available at the time of contracting, and an evaluation of the Project Organizational Chart to complete the Services.</td>
<td></td>
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<tr>
<td><strong>Offeror’s Record of Past Performance on Similar Projects:</strong></td>
<td>20 Points</td>
</tr>
<tr>
<td>The Offeror’s specialized experience on projects similar in scope and type. Successful performance on projects that are similar in nature and scope. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those similar projects. Successful performance of similar past projects. A demonstrated track record of teamwork.</td>
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</tbody>
</table>
cooperation, fair dealing, client service and relationships of mutual trust and confidence.

**Offeror's General Experience and Past Performance:**
The Offeror’s general experience in all areas of its work. A demonstrated track record of effective planning, scheduling and on-time delivery performance on those schedules. Successful performance of all past projects. A demonstrated track record of teamwork, cooperation, fair dealing, client service and relationships of mutual trust and confidence.

**Age and Size of Offeror’s Business:**
The age of the offeror's business and average number of employees over a previous period of time, as specified in Paragraph R.

**Quality of Offerors Commercial Product Demonstration**
As part of the Proposal, the Offeror shall present a demonstration of their commercial product featuring the out of the box functionality that is applicable to Jail management, and correction systems. The Offeror will be allowed to also present a configured version of their product that demonstrates their products ability to be customized.

The offeror shall provide their existing cyber security and support standards for their systems.

If the system is SaaS-based, that operates in a cloud environment, the offeror shall provide detail all layers of security, and federal security compliance certifications FedRAMP.

| Total Points | 100 Points |

**T. REQUEST FOR NON-DISCLOSURE OF CONFIDENTIAL DATA**

After award, the winning Proposal becomes a part of the public record of procurement. Offerors may request that portions of their Proposal be kept confidential. If an Offeror is submitting trade secrets or proprietary information in its Proposal that it wishes to keep confidential, then a written request for non-disclosure must be included with the Proposal and those portions of the Proposal which are proprietary must be clearly marked or designated. Material so designated shall accompany the Proposal and shall be readily separable from the Proposal in order to facilitate inspection of the non-confidential portion of the Proposal. However, prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment of the winning Proposal shall be publicly available at the time of the Notice of Award regardless of any designation to the contrary. Any Proposals marked or designated as “Confidential” or “Proprietary” for the entirety of the Proposal shall be rejected.

After receipt of a request to designate portions of the Proposal as confidential, The Department of Corrections will examine the request. Department of Corrections may review the material declared to be confidential to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. The Department of Corrections will then inform the Offeror of its decision on the request in writing. If the parties do not agree as to the disclosure of certain data, the Offeror may then withdraw the Proposal or submit a protest if permitted by law. If the Proposal is not
withdrawn and no protest is received, then The Department of Corrections may disclose those portions of the Proposal for which a non-disclosure request was not granted.

U. MULTIPLE, ALTERNATE, OR LATE PROPOSALS

Multiple or Alternate Proposals will not be accepted, and any multiple or alternate Proposals submitted will be rejected.

Late Proposals will not be accepted, and any late Proposals will be rejected.

V. ALL OR NONE PROPOSALS

Proposals may limit acceptance to the entire Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive. If a Proposal is properly limited, The Department of Corrections shall not reject part of such Proposal and award on the remainder.

W. AMENDMENTS TO REQUEST FOR PROPOSALS

Department of Corrections reserves the right to amend this RFP at any time, as provided under Guam’s Procurement Law and Guam’s Procurement Rules and Regulations. Changes will be announced by an amendment or amendments to this RFP and shall be identified as such. Each Amendment shall refer to the portions of the RFP it amends. Amendments shall be sent to all parties known to have registered for and received an RFP package. Department of Corrections requires that all prospective Offerors acknowledge receipt of all amendments issued. Amendments shall be distributed to allow prospective Offerors time to consider the amendments in preparing their Proposals or other documents. Department of Corrections may extend any due date if any amendment makes compliance with the original due date impractical.

Y. COST OR PRICING DATA AND CERTIFICATION OF COST OR PRICING DATA

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations. The Cost or Pricing Data shall be submitted to the Department of Corrections prior to beginning price negotiations at any reasonable time and in any reasonable manner requested by the Department of Corrections. The Cost or Pricing Data documentation is separate from Offeror’s Price Proposal; however, both the Price Proposal and the Cost or Pricing Data shall be submitted together, and labeled respectively. Such data shall be specifically identified in writing by the Offeror as Cost and/or Pricing Data. The Offeror is required to keep these data current until the negotiations are completed.

In addition, a Certification of the Cost or Pricing Data will also be required from the Offeror with whom a contract is successfully negotiated. The Certification of the Cost or Pricing Data shall be separately provided to the successful Offeror by Department of Corrections when required. The Offeror shall certify as soon as practicable after the agreement is reached on price that, to the best of the Offeror’s knowledge and belief, the cost or pricing data submitted are accurate, complete, and current.
Cost or Pricing Data shall be submitted with the Offeror’s Price Proposal. Any Certification of Cost or Pricing Data shall only be submitted when and as requested by Department of Corrections.

X. PRICE PROPOSALS

The Price Proposal shall not be submitted with the Offeror’s Proposal. It shall only be submitted when and if requested by the Department of Corrections. After evaluation of all Proposals, only any Offeror selected for negotiations will be required to submit a Price Proposal.

When submitting a hard copy Price Proposal, it must be placed in a sealed envelope and marked on the outside of the envelope in bold letters: “Price Proposal for the Professional Services for the Adult Correctional Management Information System Upgrade. RFP-Department of Corrections-2022-001.” If submitting an e-mailed Price Proposal, the subject line of the e-mail shall state: “Price Proposal for the Government of Guam Licensing and Permitting System Project. RFP-Department of Corrections-2022-001.”

The Price Proposal shall include a proposed Project budget addressing: the initial phases of the contract (including implementation, testing, and go-live phases of the Project) and the entire time of performance of the contract (including the maintenance and operation phase of the Project).

The Price Proposal, when and if requested, shall provide a cost summary and a cost schedule of all expenses, including the breakdown of its pricing for system and software costs for the first five years, and professional services costs by proposed work plan phases. All costs must be itemized and included in the Offeror’s Price Proposal. The Offeror’s cost quotations must include detailed pricing and all itemized costs associated to fully implement the successful operation of the new System (e.g., software cost, license fees, system install/setup, modifications, data input or import, training, interfaces, annual maintenance/support, documentation, hardware, add-on third-party software, discounts, and any other anticipated costs). Please provide a single price quote for the entire system and a separate quote for each separate module.

The cost summary and cost schedule should include any costs for implementation, including training and inputting any required data from the current system, and shall be exclusive of any/all applicable taxes. Also include the annual maintenance and license fee along with standard indexing associated with the fee. Indicate the length of time over which your price quotes apply. If enhancements are required to accommodate a specific task, please identify the cost of such enhancement. All anticipated costs to the government of Guam, including all costs associated with the software, any hardware, implementation services, and ongoing maintenance of the proposed System/PaaS/SaaS/On-premise hosted solution shall be identified and itemized. Profit must be identified and itemized as a separate element of the price in the cost schedule pursuant to 2 CFR § 200.324.

A unit price shall be given for each type of service, and such unit prices shall be the same throughout the solicitation and resulting contract. All deliverables will be payable upon completion, delivery, approval, and acceptance by the government of Guam. Monthly or other regularly scheduled deliverables should be itemized and priced by task. Regularly
recurring monthly tasks, e.g., offsite data storage, month end batch reconciliation, flat rate hardware maintenance, should each be listed as discrete items and the sum of all recurring monthly costs should equal the total monthly invoicing/pricing amount for regular recurring tasks. Travel expenses must be included in the Offeror’s service rates and pricing (or the hourly rates which are built into the cost of the deliverable) and may not be billed or priced separately.

The Offeror must provide the annual maintenance fees associated with the new system and shall entitle the government of Guam to any upgrades released during the duration of any awarded contract without additional price increases. In the event a product or service is provided at no additional cost, the item should be noted as “no charge” or words to that effect. If certain future software upgrades are not provided free of charge, include the typical cost of the complete upgrade, including the cost of all modules and any migration, training, and other fees associated with the upgrade.

In addition to the cost schedule, describe Offeror’s approach to establishing a payment schedule and typical payment terms applied during each phase of the Project, and describe the pricing model used for the estimated cost provided in the Price Proposal. Discuss the typical payment terms and the method of determining future cost adjustments on a year over year basis (e.g., general price increases, changes in user counts).

Any price adjustments must be agreed to by the Parties and shall be in accordance with the Price Proposal or any cost or pricing data submitted. Price adjustments in the Price Proposal may be considered as a result of documented changes in pricing of materials or labor.

Pursuant to 2 CFR § 200.324(b), if the Offeror is selected for negotiations, Department of Corrections and the Offeror “must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.” Offeror’s Price Proposal must include profit as a separate line item in its proposed budget and pricing.

Y. COST OR PRICING DATA AND CERTIFICATION OF COST OR PRICING DATA

Cost or Pricing Data will be required from any Offeror selected to conduct contract negotiations. The Cost or Pricing Data shall be submitted to Department of Corrections’ Procurement Officer prior to beginning price negotiations at any reasonable time and in any reasonable manner requested by Department of Corrections. The Cost or Pricing Data documentation is separate from Offeror’s Price Proposal; however, both the Price Proposal and the Cost or Pricing Data shall be submitted together, if requested in such manner. Such data shall be specifically identified in writing by the Offeror as Cost and/or Pricing Data. The Offeror is required to keep these data current until the negotiations are completed.

In addition, a Certification of the Cost or Pricing Data will also be required from the Offeror with whom a contract is successfully negotiated. The Certification of the Cost or Pricing Data shall be separately provided to the successful Offeror by Department of Corrections when required. The Offeror shall certify as soon as practicable after the agreement is reached on price that, to the best of the Offeror’s knowledge and belief, the cost or pricing data submitted are accurate, complete, and current.
Cost or Pricing Data shall be submitted with the Offeror’s Price Proposal. Any Certification of Cost or Pricing Data shall only be submitted when and as requested by Department of Corrections.

2. STATUS OF FUNDING AND COMPLIANCE WITH FUNDING TERMS AND CONDITIONS

Funds are available for this solicitation. These funds are available from the U.S. Department of Justice Federal Award/Contract 2018-MU-BX-0712 and 2020-MU-BX-0044 by the time of contracting. The Government’s obligation under any proposed contract is contingent upon the availability of funds from which payment for contract purposes can be made. (See Also Tab IV, General Terms and Conditions, Paragraph E for Multi-term Contracts.) The issuance of this solicitation does not compel the award of any contract.

All Offerors and Subcontractors are required to comply with the terms and conditions of the Bureau of Statistic and Plans’ applicable funding requirements under Federal Award/Contract 2018-MU-BX-0712 and 2020-MU-BX-0044 Terms and Conditions attached hereto as Appendix A.

AA. WAGE AND BENEFIT REQUIREMENTS

Whenever the Government of Guam enters into a procured contractual arrangement with an Offeror for the provision of a service to the Government of Guam, and the Offeror employs a person(s) whose purpose, in whole or in part, is the direct delivery of the service contracted by the Government of Guam, then the Offeror shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of the contract deliverables to the Government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to the Offeror by the Government of Guam shall be used to determine the wages which shall be paid to employees pursuant to Guam’s Procurement Law, if applicable. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by Guam’s Procurement Law, that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply, if applicable. In addition to the required Wage Determination, any contract to which this requirement applies shall also contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

To ensure compliance with these provisions, Offeror must complete and attach Declaration re: Compliance with U.S. DOL Wage Determination (AG Form 006), located at Section VIII of this RFP, to the Proposal. Failure to complete, sign, and submit this document with the Proposal may result in rejection of the Proposal. Offeror must also attach the most current applicable Wage Determination issued by the U.S. Department of Labor for Guam and the Marianas Islands, located at Section X of this RFP, to the Proposal. Failure to submit this document with the Proposal may result in rejection of the Proposal.
BB. SUBCONTRACTORS

Subcontractor. A subcontractor is a person or entity who has a direct contract with the Offeror/Contractor or a higher tier subcontractor to perform a portion of the Services in this solicitation.

2. Award of Subcontracts and Other Contracts for Portions of the Services.
   a. All Offerors shall furnish in writing to The Department of Corrections the names of all known persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed to provide subcontracting services on each principal portion of the Scope of Services by completing, signing, and attaching the Subcontractor Utilization Form to the Offeror’s Proposal. The Department of Corrections may conduct discussions with the Offeror: (1) stating whether The Department of Corrections has reasonable objection to any such proposed person or entity; or (2) stating whether The Department of Corrections requires additional time for review or additional information concerning the utilization of a proposed person or entity. If the Offeror fails to submit this form with its Proposal, that Offeror may be disqualified. If this occurs The Department of Corrections will select the next highest ranked qualifying Offeror for negotiations.

   b. The Department of Corrections, the government of Guam, and the *Federal Awarding Agency* reserve the rights to object to Offeror’s utilization of any subcontractor and to require substitution of the subcontractor for cause. The Offeror shall not contract with a proposed person or entity to whom The Department of Corrections, the government of Guam, or the *Federal Awarding Agency* has made reasonable and timely objection. In the case of substitution or any other issue with subcontractors, the Offeror shall not be required to contract with anyone to whom the Offeror has made reasonable objection in writing to The Department of Corrections.

   c. The Offeror shall not substitute a subcontractor, person or entity set forth in its Proposal or in the Subcontractor Utilization Form, located at Section XI of this RFP, unless Offeror has obtained the written consent of The Department of Corrections, or unless The Department of Corrections requires such substitution. Offeror must notify The Department of Corrections in writing prior to any termination or substitution of a subcontractor listed in the Proposal or Proposal Documents. Failure by the Offeror to follow these requirements shall constitute a material breach of the terms of this RFP, which may result in the termination of any awarded contract or other legally available remedies.

   d. The Offeror shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any subcontract in excess of $10,000 at any tier of services under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. Subcontractor Relations. By appropriate written agreement, the Offeror shall require each subcontractor, to the extent of the Services to be performed by the subcontractor, to be bound to the Offeror by the terms of its Proposal and any resulting
Contract, and to assume toward the Offeror all the obligations and responsibilities, including the responsibility for safety of the subcontractor’s Services, which the Offeror assumes toward The Department of Corrections. Each subcontract agreement shall preserve and protect the rights of The Department of Corrections under this solicitation with respect to the Services to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. Offeror shall have full responsibility for the satisfactory performance of the Services under the RFP, the Proposal and Proposal Documents, the Scope of Services and any conditions, plans, or specifications, and any awarded contract, for any subcontracts which the Offeror may let.

4. **Subcontracts.** The Offeror and subcontractor(s) shall insert in any subcontracts the clauses set forth in this solicitation and any awarded contract, to include a clause requiring all subcontractors to include these clauses in any lower tier subcontracts. The Offeror shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Paragraph.

If Offeror enters into any subcontracts for this procurement, Offeror shall also comply with all federal contracting requirements of 2 CFR § 200.321, including: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**CC. CONFLICTS OF INTEREST**

This is a federally funded project and pursuant to 2 CFR §§ 200.318 (c)(2) and 200.319(a), in order to ensure objective contractor performance and eliminate unfair competitive advantage, Offerors that have organizational conflicts of interest or who have developed, prepared, furnished, or drafted any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to this solicitation must be excluded from competing for such procurements.

Therefore, all Offerors shall follow the Conflict of Interest (COI) Guidelines attached to this RFP when submitting a Proposal in response to this federally funded Department of Corrections solicitation or procurement or when entering into any federally funded contract with Department of Corrections. The Offeror shall follow these COI Guidelines throughout the period during which the Offeror’s Proposal is open or the contract is in effect. All Offerors shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by this RFP or any awarded Contract. The Department of Corrections will follow and apply these COI Guidelines when conducting procurements. If a conflict of interest or potential conflict of interest is determined to exist, Department of Corrections will attempt to determine whether the conflict of interest can be avoided or mitigated. Before determining to withhold an award based on Conflict of Interest
considerations, Department of Corrections shall notify the Offeror, provide the reasons therefor, and allow the Offeror a reasonable opportunity to respond.

All Offerors must complete and submit the Conflict of Interest (COI) Disclosure Form located at Section XII of this RFP with the Offeror’s Proposal. Each disclosure of a qualifying potential conflict on the Conflict of Interest Disclosure Form shall include a signed statement by the current or former Department of Corrections employee of their role or proposed role for the Offeror in the particular Procurement and any resulting Contract on the “ Relatives and Former Department of Corrections Employees - Roles and Signatures” page of the form. Failure to complete and submit the COI Disclosure Form may result in the rejection of the Proposal.

DD. DISCLOSURE OF MAJOR SHAREHOLDERS

As a condition of submitting a Proposal, any partnership, sole proprietorship, business entity, or corporation doing business with The Department of Corrections shall submit an Affidavit executed under oath that lists the name and address of any person/entity who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding publication of the solicitation on the Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP at Section IV. This Affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation, which have been held by each such person/entity during the preceding twelve (12) month period, and other ownership disclosures in accordance with Public Law 36-13. In addition, the Affidavit shall contain the name and address of any person/entity who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the Proposal for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation, and shall list any required conflicts of interest. Any Offeror selected for negotiations must keep this Affidavit current through the date that a Notice of Award is issued in this procurement, and throughout any awarded contract, if the Offeror is awarded the contract. A Proposal from any Offeror listing a person with a potential conflict of interest on the Affidavit will be rejected. The Affidavit shall be open and available to the public inspection and copying. This Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest attached to this RFP must be completed and returned with the Offeror’s Proposal. Failure to submit the Affidavit with the Offeror’s Proposal shall be deemed nonresponsive and cause for rejection of the Proposal upon opening.

EE. PROJECT MANAGER

1. The selected Contractor will work under the direction of the Department of Corrections and the Office of Technology, and the project manager. The Department of Corrections and the Project Manager reserve the right to designate and delegate Project Management duties and assign any other consultants or agents to act on the Government’s behalf in writing. The Project Manager and designees will have authority to act on behalf of the Government to the extent provided in the RFP, the awarded contract or any Amendments thereto, or as otherwise may be provided for in a written notice signed by the Procurement Officer or the Chief Technology Officer. The Project Manager shall
not perform any duties or responsibilities of an engineer, professional engineer, engineer intern, or architect as defined in 22 GCA § 32101 et seq. unless lawfully authorized to do so and specifically authorized to do so by Department of Corrections or the Project Manager. The Project Manager may perform its duties and make recommendations as described in the contract in consultation with any other consultants or agents that Department of Corrections or the Project Manager may designate.

2. The Project Manager or the Government’s designees may visit the worksite at any times that Department of Corrections or the Project Manager may deem appropriate to become familiar with the progress and quality of the Services completed, to determine if the Services is being performed in accordance with the contract.

3. Communications Facilitating Administration of the Services. Except as otherwise provided in the contract or when direct communications have been specially authorized, Department of Corrections, the Project Manager, and any awarded contractor shall endeavor to communicate with each other through the Project Manager about matters arising out of or relating to the Services. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through Department of Corrections or the Project Manager.

4. Based on the Project Manager’s evaluations of the awarded contractor’s applications for payment, the Project Manager and authorized consultants/designees will review and make recommendations to Department of Corrections regarding the amounts due the awarded contractor.

5. The Project Manager has authority to reject Services or Equipment that does not conform to the contract. Whenever the Project Manager or other consultants, or agents as Department of Corrections may designate, considers it necessary or advisable, the Project Manager will have authority to require inspection or testing of the equipment, systems, materials, products or any of the Services, whether or not such services have been completed, or equipment or systems have been fabricated, installed or completed. However, neither this authority of the Project Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Project Manager to the awarded contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Services.

6. The Project Manager, in conjunction with Department of Corrections or any consultants or agents as may be required, may conduct inspections to determine: payment; the date or dates of Substantial Completion and the date of Final Completion of the system or Project; make recommendations to Department of Corrections regarding the issuance of any required Certificates of Substantial Completion; receive and forward to Department of Corrections, for Department of Corrections’ review and records, written warranties and related documents required by the contract and assembled by the awarded contractor.

7. Notwithstanding any other provision of the RFP or the contract, Department of Corrections or the Project Manager, by and through its Project Manager and/or designees, may require the awarded contractor to cease work if, in the opinion of the Project Manager or the Project Manager’s designees, continuing the Services would be a threat to public health, safety, or governmental security.
8. The Project Manager shall serve as the liaison between the contractor and the Agency Stakeholders who are necessary

FF. GLOBAL STANDARDS PACKAGE GRANT CONDITION

In order to promote consistency and interoperability of systems across the justice and public safety community, OJP requires grantee compliance to the GSP and all components thereof. In addition to offering a common mechanism to share information across agencies, the GSP also promotes the use of open, consensus-based standards to avoid proprietary or restrictive approaches to system integration and interface development. This approach enables adopters to fully realize the cost savings and operational efficiencies that have been demonstrated by those who have already implemented elements of the GSP.

Compliance to the GSP requires conformance to all components of the GSP whenever applicable. If the grantee is planning to exchange information across agencies or systems using a common data format, such format is required to be conformant to the National Information Exchange Model (NIEM). If the grantee is planning to adopt a service-oriented approach to sharing information, it must leverage the Global Reference Architecture (GRA), and so on. The primary components of the GSP are as follows:

- National Information Exchange Model (NIEM)
- Global Reference Architecture (GRA)
- Global Federated Identity and Privilege Management (GFIPM)
- In addition, certain GSP components enable the development of national, or "reference," specifications that further promote reuse for enhanced interoperability.

Whenever applicable, these reference specifications should be used as a foundation for implementation of complementary business processes. If the grantee wishes to use an alternate format for which a reference specification already exists, specific justification must be included in the grant application narrative.

National Information Exchange Model (NIEM)—the NIEM data model and tools are supported by a robust governance process and program management office. NIEM conformance is defined explicitly across a number of dimensions, including data modeling, XML representation, exchange development, and implementation. Detailed guidance on NIEM conformance for grantees can be found at https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx. NIEM also maintains a repository of reusable exchange specifications that can be found at https://bja.ojp.gov/program/it/policy-implementation/clearinghouse.

Global Reference Architecture (GRA)—the GRA provides both a reference architecture to speed agency adoption of Service-Oriented Architecture (SOA)-based approaches to information sharing, as well as a standard methodology for developing particular service specifications that align with specific business functions. Conformance to the GRA generally relies on adherence to the GRA Framework for the former and to the GRA Service Specification Guidelines for the latter. Detailed guidance on GRA implementation for grantees can be found at https://bja.ojp.gov/program/it/national-initiatives/gra. On the same page can be found a listing of reference service specification packages (SSPs) that should be reused whenever applicable.
Global Federated Identity and Privilege Management (GFIPM)—the GFIPM specifications and guidelines are designed to support secure access to various information systems based on commonly understood and applied protocols for user access and attribute-based access control policies. Rather than serving as a universal approach to securing justice information systems, GFIPM should be used in particular cases where regional, multijurisdictional, or cross-boundary information sharing is occurring and there is a need to create a “federation” of participants who must agree on policy and technical solutions to satisfy interoperability requirements. Conformance to GFIPM primarily relies on use of the GFIPM Metadata standard and adherence to operational policies and procedures. Detailed guidance on GFIPM implementation can be found at https://bja.ojp.gov/program/it/national-initiatives/gfipm.

As stated above, compliance with the GSP is dependent on the grantee conforming to each of the GSP’s normative components above, whenever applicable. For instance, if the grantee is supporting a project to integrate two reporting systems that already operate within the same security environment and there are no new access control provisions required, then conformance to the NIEM and GRA components of the GSP will be sufficient to satisfy the requirement to comply with the GSP. In general, OJP does not require formal certification of software, tools, etc., to verify conformance. However, additional requirements may be imposed by particular funding programs. In cases where software or services are being procured from private sector partners, the grantee should follow procedures such as those recommended by the IJIS Institute to ensure that procured services are in fact conformant. See http://www.ijis.org/?page=PreRFP_Toolkit.

In addition to complying with the GSP, grantees are also required to adequately address the protection of privacy and civil liberties of those subjects whose data are being shared. OJP requires that prior to implementation of an information exchange solution that such exchange must be governed by an appropriate privacy policy that meets the minimum standards as described by DOJ’s Global Privacy Guide. If the exchange is covered under an existing or umbrella policy, then such policy should be noted and communicated to the grant office prior to execution. For a comprehensive set of resources to address privacy protection in information sharing projects, please visit https://bja.ojp.gov/program/it/privacy.
These General Terms and Conditions contain the following lettered paragraphs:

A. TABLE OF CONTENTS OF GENERAL TERMS AND CONDITIONS
   B. Authority
   C. Special RFP Terms for Fixed-Price with Price Adjustment Contract
   D. Method of Award
   E. Cancellation and Rejection
   F. Taxes
   G. Withholding Assessment Fee
   H. Permits, Licensing, and Compliance with Laws
   I. Mandatory Prohibitions
   J. Mandatory Warranties
   K. Disclosure of Major Shareholders
   L. Equal Employment Opportunity
   M. Compliance with Americans with Disabilities Act (ADA)
   N. Proposals
   O. Independent Price Determination
   P. Acceptance of Solicitation Terms and Applicable Laws
   Q. Modification and Withdrawal of Proposals
   R. Clarification/Discussion of Proposals
   S. Evaluation Criteria for Selection
   T. Responsibility of Offerors
   U. Selection of Best-Qualified Offeror
   V. Negotiation and Award of Contract
   W. Access to Records, Inspection, and Audit Review
   X. Local Procurement Policy
   Y. Relations with Other Government Agencies
   Z. Obligations of the Offeror
   AA. Procurement of Recovered Materials
   BB. Guam and Federal Debarment
   CC. Certification Regarding Lobbying
B. AUTHORITY

This Request for Proposal ("RFP") solicitation is issued subject to the provisions of the Guam Procurement Act (as amended) and the Guam Procurement Regulations (copies are available for inspection at the General Services Agency of the Government of Guam). By submitting a Proposal, Offerors agree to be bound by all the laws and regulations of Guam. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

C. SPECIAL RFP TERMS FOR MULTI-TERM CONTRACTS

Any contract awarded under this RFP is subject to the availability of certified funds. The Procurement Officer will notify the Contractor on a timely basis whether the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. In the event that funds are not available for any succeeding fiscal period, the contract shall be cancelled; however, this does not affect either Party’s right to terminate under the termination clauses of the contract. If the contract is cancelled for insufficient funds, the awarded Contractor shall be reimbursed its unamortized, reasonably incurred, non-recurring costs.

D. SPECIAL RFP TERMS FOR FIXED-PRICE WITH PRICE ADJUSTMENT CONTRACT OR ANY CONTRACT OTHER THAN FIRM FIXED-PRICE CONTRACT

Whenever a Fixed-Price Contract with Price Adjustment is offered, “[t]he formula or other basis by which the adjustment in contract price can be made shall be specified in the solicitation and the resulting contract.” 2 GARR, Div. 4 § 3119(d)(3)(A).

E. CANCELLATION AND REJECTION

Department of Corrections shall have the right to cancel this solicitation in whole or in part at any time, and to reject in whole or in part any or all Proposals or offers which have been submitted in response to this RFP at any time if Department of Corrections determines such to be in the best interest of Department of Corrections and/or the Government of Guam.

F. TAXES

Offerors may be subject to taxation, including but not limited to, Gross Receipts Tax, Guam Business Privilege Tax, Guam Income Tax and the payment of any and all taxes which may be due as a result of entering into this agreement are the sole responsibility of the Offeror and its subcontractors and any permitted assignees or successors in interest. Specific information of taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

G. WITHHOLDING ASSESSMENT FEE
All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all Government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the Government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

H. PERMITS, LICENSING, AND COMPLIANCE WITH LAWS

The selected Offeror shall be required to obtain all permits and comply with all Federal and Territorial laws, ordinances, or rules applicable to its professional licensing and the provision of equipment and services to the Government of Guam. Specific information on licenses required by the Government of Guam may be obtained from the Director of Revenue and Taxation. The Offeror shall provide a copy of its current, appropriate business licenses or a statement of exemption pursuant to Title 11 of the Guam Code Annotated, §§ 70126 and 70130, and any required Certificate of Authority (“COA”) issued by the Director of Revenue and Taxation, Guam Board of Registration for Professional Engineers, Architects & Land Surveyors (PEALS), or other applicable regulating agency or board, pursuant to applicable Guam laws, including, but not limited to: 22 GCA § 15307; 22 GCA § 15102; 18 GCA § 7102; and 11 GCA § 106213, must accompany the Offeror’s Proposal when and if the Offeror receives a Notice of Award from The Department of Corrections.

All Offerors agree by submitting this Proposal that they will follow all applicable federal and local laws and regulations governing their submissions and performance under any contract issued under this RFP.

I. MANDATORY PROHIBITIONS

1. Prohibition of Gratuities, Kickbacks, and Favors.

Gratuities. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal therefor.

Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Favors to the Territory. It shall be a breach of ethical standards for any person who is or may become a contractor, a subcontractor under a contract to the prime contractor or higher tier contractor, or any person associated therewith, to offer, give or agree to give any employee or agent of the Territory or for any employee or agent of the Territory to solicit
or accept from any such person or entity or agent thereof, a favor or gratuity on behalf of the Territory whether or not such favor or gratuity may be considered a reimbursable expense of the Territory, during the pendency of any matter related to procurement, including contract performance warranty periods.

**Prohibition of Employment of Sex Offenders.** No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam, shall work for his employer on the property of the Government of Guam other than a public highway.

**Prohibition of Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**Ethical Standard.** It shall be a breach of ethical standards for an Offeror to knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the Government of Guam Procurement Regulations.

**J. MANDATORY WARRANTIES**

**Representation Regarding Gratuities and Kickbacks.** The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. Offeror further agrees to execute and file a Non-Gratuity Affidavit before final payment under the contract is made by Department of Corrections.

**Warranty against Employment of Sex Offenders.** Offeror warrants that: (1) no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Offeror while on Government of Guam property, with the exception of public highways; and (2) that if any person providing services on behalf of Offeror is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry at any time during the performance of the contract, that such person will be immediately removed from working on government property and Offeror warrants that it will notify the Director of The Department of Corrections within twenty-four (24) hours of such conviction. If Offeror is found to be in violation of any of the provisions of this paragraph, then Department of Corrections will give notice to Offeror to take corrective action. Offeror shall take corrective action within twenty-four (24) hours of notice from Department of Corrections, and Offeror shall notify Department of Corrections when action has been taken. If Offeror fails to take corrective
steps within twenty-four (24) hours of notice from Department of Corrections, then Department of Corrections in its sole discretion may temporarily suspend this agreement.

**Covenant Against Contingent Fees.** The Offeror warrants that it has not employed any person to solicit or secure any contract resulting from this RFP upon agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give Department of Corrections the right to terminate the contract, or in its discretion, deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Offeror upon contracts or sales secure or made through bona-fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

**Representation Regarding Ethical Standard.** Offeror represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Law and in Article 11 of the Government of Guam Procurement Regulations.

**K. EQUAL EMPLOYMENT OPPORTUNITY**

By submitting a Proposal, the Offeror and all subcontractors agree to comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633. The Offeror and all subcontractors must also comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b). The Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Project activities and Services under this RFP. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this RFP. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability. If awarded the contract, the Offeror will take whatever steps are necessary to ensure that its employees are treated equally during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

**L. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

Offerors must meet all applicable ADA regulations and requirements.

**M. PROPOSALS**
The Offeror is required to read each and every page of its Proposal and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Proposal, or irregularities of any kind may be rejected by Department of Corrections in whole or in part.

N. REVIEW OF PROPOSALS

The Department of Corrections intends to review the Proposals as soon as possible after the submission due date for Proposals as provided herein. The Proposals submitted will be the primary documents for evaluation. The Department of Corrections reserves the right to waive any minor information or irregularity in the Proposals received. The Department of Corrections may award, allow amendments, or reject Proposals in whole or in part as permitted by law. The Department of Corrections is not responsible for any costs incurred by the Offerors. The Department of Corrections reserves the right to retain copies of all Proposals submitted regardless of whether an Offeror is selected for negotiations or awarded a contract. Submission of a Proposal indicates acceptance of these terms and conditions by the Offeror.

O. INDEPENDENT PRICE DETERMINATION

By submitting a Proposal, the Offeror certifies that if selected for negotiations, any price, pricing data, or Price Proposal submitted by the Offeror is independently arrived at without collusion.

P. ACCEPTANCE OF SOLICITATION TERMS AND APPLICABLE LAWS

The Offeror is required to read each and every page of this RFP, and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained herein and to be bound by the laws of Guam and any other applicable laws. This RFP is issued subject to all the provisions of Guam’s Procurement Law (5 GCA §§ 5001, et seq.) and the Guam Procurement Regulations, copies of which are available for inspection at the General Services Agency of Guam.

Guam’s Procurement Law and this RFP require all parties involved in the preparation, evaluation, negotiation, performance, or administration of contracts to act in good faith. Proposals may not be withdrawn by Offeror on the basis of Offeror’s unfamiliarity with the required terms or applicable laws. Offeror may not propose or negotiate any conditions, omissions, unexplained erasures, irregularities, alterations, or items that are in contravention of the terms and conditions of the RFP or applicable law. Department of Corrections may deem such proposed items to constitute a showing of bad faith, in whole or in part, which may result in debarment or other legal remedies against the Offeror.

If any part, term, or condition of this RFP is found to be contrary to the Guam Procurement Law, the Guam Code, any applicable Guam Administrative Rules and Regulations, or is
found to contain ambiguous terms, then such portion of the RFP shall be interpreted or resolved in favor of or according to the provisions of the Guam Procurement Law or other applicable Guam law or rules.

Q. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn at any time prior to the conclusion of discussions, as provided under Guam’s Procurement Law and Guam’s Procurement Rules and Regulations. In no case will failure to review or inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. The Government reserves the right to waive any minor informalities in Proposals received, or to have them corrected by the Offeror, in accordance with applicable regulations.

R. CLARIFICATION/DISCUSSION OF PROPOSALS

After the receipt and opening of Proposals and at its option, Department of Corrections or its designee(s), may conduct discussions with Offerors that have submitted timely, valid Proposals for the purpose of clarification, to assure full understanding and responsiveness to the solicitation requirements, as permitted under Guam’s Procurement Law and Guam’s Procurement Rules and Regulations. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to Proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. However, all Proposals should be submitted initially on the Offeror’s most favorable terms. In conducting discussions there shall be complete confidentiality of any information derived from Proposals submitted by competing Offerors.

S. EVALUATION FOR SELECTION

Upon the receipt of all Proposals, a selection team will be convened to select the most responsive and qualified Offerors. Department of Corrections may conduct discussions with any Offeror to determine the Offeror’s qualifications and/or to explore the scope and nature of the Services, the Offeror’s proposed method of performance and the relative utility of alternative methods of approach to the Project. Following the validation of qualifications or other discussions, Department of Corrections or its designee(s), will select in the order of their respective qualification and evaluation ranking, no fewer than three acceptable Proposals (or such lesser number if fewer than three acceptable Proposals were received) by Offerors deemed to be qualified to provide the Services, and the Proposals shall be ranked in accordance with their evaluation scores.

T. RESPONSIBILITY OF OFFERORS

Before awarding a contract to an Offeror, Department of Corrections must be satisfied that the Offeror is responsible. Offerors shall supply information requested by Department of Corrections concerning the responsibility of the Offeror. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror. In determining the responsibility of the best qualified Offeror, Department of Corrections shall be guided by the following:
1. The Offeror’s current capability in all respects to perform fully the contract requirements;
2. The Offeror’s current integrity and reliability which will assure good faith performance;
3. Whether the Offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
4. The Offeror’s satisfactory record of integrity with regard to previous contracts and contract awards;
5. The Offeror’s satisfactory record of performance with regard to previous contracts and contract awards;
6. Whether the Offeror has qualified legally to contract with the government of Guam; and
7. Whether the Offeror has supplied all necessary information in connection with any inquiry concerning responsibility.

U. SELECTION OF BEST-QUALIFIED OFFEROR

Upon the conclusion of the discussion and evaluations procedures as provided under this RFP and Guam’s Procurement Law, Department of Corrections shall notify the selected Offerors of their rankings with the intent to begin negotiating a contract with the highest ranked and best-qualified Offeror first.

V. NEGOTIATION AND AWARD OF CONTRACT

Department of Corrections shall negotiate a contract with the best-qualified Offeror for the Services at a compensation determined in writing by The Department of Corrections to be fair and reasonable. Department of Corrections reserves the right to contract for the work hereunder in planned phases which is dependent upon need and funding availability. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the Services; (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the Services, and the scope, complexity and nature of such services. Additionally, pursuant to 2 CFR § 200.324(b), if the Offeror is selected for negotiations, the Department of Corrections and the Offeror “must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.”

1 Successful Negotiation of Contract with Best-Qualified Offeror: If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract will be awarded to that Offeror.
2 Failure to Negotiate Contract with Best-Qualified Offeror: If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and Department of Corrections will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best-qualified Offeror, Department of Corrections will enter into negotiations with the next most qualified Offeror. If negotiations again fail,
negotiations will be terminated as provided in this Paragraph and commence with the next most qualified Offeror.

3 Notice of Award: Written notice of award will be issued to the Offeror with whom a contract is successfully negotiated and will be public information which is made a part of the contract file.

4 Failure to Negotiate Contract with Offerors Initially Selected as Qualified: Should Department of Corrections be unable to negotiate a contract with any of the Offerors initially selected as qualified Offerors, Proposals may be re-solicited or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

W. ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW

The Department of Corrections, the U.S. Department of Interior, Office of Insular, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives must have the right of access to any documents, papers, or other records of the Offeror which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Offeror or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine the Offeror’s responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Offeror’s or subcontractor’s facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded Offeror is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Offeror’s personnel for the purpose of interview and discussion related to such documents. By submitting a Proposal in response to this RFP, the Offeror agrees to abide by the following access, audit, and inspection terms:

A. Access to Records and Retention. The Offeror, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract, for inspection in Guam or at any reasonable location designated by the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and authorized representatives, unless the Offeror is notified in writing by the Department of Corrections, the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the Department of Corrections to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Paragraph for any contract awarded under this solicitation.
B. **Right to Audit.** Offeror shall establish and maintain a reasonable accounting system that enables the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives to readily identify Offeror’s assets, expenses, costs of goods, and use of funds. The Department of Corrections, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal or this solicitation which are kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror shall at any time requested by the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives whether before, during, or after completion of an awarded contract, and at Offeror’s own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Such records shall be made available to the Department of Corrections, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives during normal business hours at the Offeror’s office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Offeror shall ensure the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives has these rights with Offeror’s employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror’s obligations to the Department of Corrections, U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will
be borne by the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to the Department of Corrections in excess of one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror’s invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Department of Corrections’, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives’ findings to Offeror.

C. Right to Enter and Inspect. The Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may, at any time, without notice enter and inspect an Offeror’s or subcontractor’s facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror’s Proposal or this solicitation, or any contract awarded pursuant to this solicitation. The Department of Corrections, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror’s or subcontractor’s compliance or conformity to the solicitation or contract requirements. The Department of Corrections, the Government of Guam, the U.S. Department of Justice, Bureau of Justice Assistance, Inspectors General, the Comptroller General of the United States, and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

X. LOCAL PROCUREMENT POLICY

No specification, term, condition, or qualification of this RFP shall exclude any Offeror from consideration on the basis of Guam-only experience provided that the experience of such Offeror is otherwise responsive to the solicitation, in accordance with the requirements of 5 GCA § 5008(e).

Y. RELATIONS WITH OTHER GOVERNMENT AGENCIES
All directions within the scope of the RFP and the awarded contract will be issued by the Director of The Department of Corrections and the Offerors and any awarded Contractor shall not accept such direction from others. Information provided by other government agencies or entities which seemingly conflicts with information provided by The Department of Corrections in this solicitation will be discussed with the Director of The Department of Corrections immediately. This policy is not intended to prevent the Offerors or any awarded Contractor from obtaining necessary information from other governmental agencies or entities.

Z. OBLIGATIONS OF THE OFFEROR

The Offeror shall be responsible for the professional and technical accuracy of its Proposal and the coordination of all designs, drawings, specifications in its Proposal, and all designs, drawings, specifications, and any other work, services, and materials furnished under any awarded contract. The Offeror shall, without additional cost to The Department of Corrections or the government of Guam, correct and revise all errors or deficiencies in its Proposal, and if awarded a contract, shall correct and revise all errors or deficiencies in its designs, drawings, specifications, and in its work services, or materials furnished by the Offeror, if found to be defective by Department of Corrections.

The Offerors are responsible for securing all approvals for entry onto private property.

AA. PROCUREMENT OF RECOVERED MATERIALS

This is a federally funded Project and pursuant to 2 CFR § 200.323, any Offeror awarded a contract under this RFP and all of its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, with CFR 121 OMB Guidance § 200.324 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BB. GUAM AND FEDERAL DEBARMENT

Offeror warrants that it will comply with the provisions of 5 GCA Chapter 5 Articles 9 and 11, subject to debarment or suspension, and if awarded a contract under this RFP that it will not employ any subcontractors who have been federally debarred or debarred by the Government of Guam.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award of federal funds (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986
Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By submitting a Proposal, Offeror warrants that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), and will comply with the provisions of Subpart C of 2 CFR Part 1326, “No procurement Debarment and Suspension,” (published in the Federal Register on December 21, 2006, 71 FR 76573) which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

If awarded any contract offered under this RFP, Offeror agrees to the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transaction (Sub-Recipient), which is a material representation of fact, and agrees to include the following notice in the awarded contract, sub-award, or subcontract, as applicable:

“Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a DOC official) are subject to 2 CFR Part 1326, Subpart C, “Government-wide Debarment and Suspension (Non-procurement).” In addition, applicants/bidders for a lower tier covered transaction for a sub-award, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to 15 CFR Part 28, “New Restrictions on Lobbying.”

Offerors should familiarize themselves with these provisions, including the certification requirements. Therefore, after award, applications for any lower tier covered transaction must include a Form CD-512, “Certification Regarding Lobbying—Lower Tier Covered Transactions,” completed without modification.

CC. CERTIFICATION REGARDING LOBBYING

Offeror agrees, by submitting a Proposal, to comply with the requirements set forth under the Certification Regarding Lobbying and Disclosure Form and the implementing regulations published at 15 CFR Part 28, “New Restrictions on Lobbying.” These provisions prohibit the use of Federal funds for lobbying the Executive or Legislative branches of the Federal Government in connection with an award and require the disclosure of the use of non-Federal funds for lobbying. If awarded a contract from this RFP, Offeror agrees to the following Certification Regarding Lobbying as a material representation of fact. This certification is a pre-requisite for entering into the agreement offered under this RFP, imposed by Section 1352, as amended, Title 31, U.S. Code:

“The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the contract, the making of any Federal grant, the making of any Federal loan, the entering into of any
cooperative agreement, and the extension, continuation, renewal, amendment, or modification of the contract or any Federal grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the contract, or any Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit the Certification Regarding Lobbying on “Form LLL, Disclosure of Lobbying Activities,” also known as Form SF-LLL, in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract. The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

Additionally, all awarded Contractors and subcontractors who receive more than $100,000 in federal funds must submit the Certification Regarding Lobbying on “Form LLL, Disclosure of Lobbying Activities,” also known as Form SF-LLL. This form assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on the form. Submission of this certification is a pre-requisite for entering into any contract funded with federal award funds of more than $100,000.00, as imposed by Executive Order 12549, 28 CFR Part 67, Section 67.510. If awarded any contract from this RFP, Form SF-LLL must be submitted to Department of Corrections, after award, by any awarded contractor or subcontractor receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities: (a) with profits from federal contracts; or (b) funded with nonfederal funds.
Section III. SCOPE OF SERVICES

A. GENERAL SYSTEM REQUIREMENTS:

The offer shall provide a system that is commercially available for Jail and Correction’s Management and fulfill the requirements listed in this section.

The requirements are listed into 12 categories, and broken down into 9 types of requirements.

<table>
<thead>
<tr>
<th>Categories</th>
<th>Requirement Types</th>
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<tbody>
<tr>
<td>1. General Requirements</td>
<td>1. Records Management</td>
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<td>2. Security Requirements</td>
<td>2. System Administration</td>
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<td>3. Adult Intake Requirements</td>
<td>3. Technical Requirements</td>
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<td>4. Classification Requirements</td>
<td>4. User Interfaces, Search and Reporting</td>
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<td>5. Case Management Requirements</td>
<td>5. Workflow</td>
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<td>8. Offender Property Requirements</td>
<td>8. Inmate Tracking</td>
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<td>10. Incident Requirements</td>
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<td>11. Miscellaneous/Communications</td>
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<td>12. Parole Requirements</td>
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1. Mandatory Minimum Requirements

<table>
<thead>
<tr>
<th>1. General Requirements</th>
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<tbody>
<tr>
<td>Audit and Compliance</td>
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<tr>
<td>On input and display screens, input shall be supported with selectable data wherever possible to ensure data integrity.</td>
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<tr>
<td>The software application shall maintain an audit trail of the types of reports that have been generated.</td>
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<tr>
<td>The system shall maintain a transaction log file, automatically documenting date and time of data changes, as well as user ID of the person changing the data.</td>
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<thead>
<tr>
<th>Data Transformation</th>
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<tr>
<td>Data migration from NAVALINE system</td>
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<tr>
<th>Document Management and Digital Document Generation</th>
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<tr>
<td>The software application shall have the ability to 'pin' scanned original documents associated with each offender via integration with UCM to the offender’s record</td>
</tr>
<tr>
<td>The software application shall have the capacity to capture, store, and report multiple digital images, audio, and video that can be associated with an offenders’ case file. At a minimum this should include offender photos, scars, marks, tattoos, investigation evidence.</td>
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<tr>
<td>The system shall support an electronic signature mechanism, replacing handwritten signatures with electronic signature s and date/time stamps.</td>
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<tr>
<th>Inmate Tracking</th>
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<tr>
<td>The software application shall have the ability to track offenders using bar code and RFID technology.</td>
</tr>
</tbody>
</table>
### Records Management

All offender data shall be saved for historical and reporting purposes.

The software application shall allow selected users to add, modify criminal charges.

The software application shall capture, store and report alert information on an inmate.

The software application shall capture, store and report on all inmates using their DOC#. Each offender-driven screen will display the number, name, and status of the offender.

The software application shall capture, store and report physical and mental disabilities.

The software application shall capture, store and report release dates for all inmates.

The software application shall capture, store and report special needs of inmates.

The software application shall capture, store, and report aliases for an offender.

The software application shall capture, store, and report drug testing results.

The software application shall create and store electronic data for each offender, which may include multiple offenses committed by that offender in multiple commitment periods.

The software application shall have the ability to capture, store, and report on inmate data collection.

The software application shall have the ability to track offender visitation listing, and scheduling.

The software application shall include a free form text user interface that will allow a user to input unstructured notes on any offender and will maintain and report a historical record of the notes.

The software application shall use prompts and error messages to assure that all required fields are completed with valid values.

### System Administration

The software application shall allow selected users to add, modify, or delete alerts.

### Technical Requirements

The software application shall be completely browser based, running on any browser with no installation of required components such as JavaScript.

### User Interfaces, Search and Reporting

All data shall be searchable using simple selection criteria methods. Search criteria, at a minimum, should include name, DOC number, SSN, alias, date of birth, and last known address, but shall allow the user to select any field in the database table to search on.

The software application shall allow the user to query and report information from prior commitments of the offender.

The software application shall generate responses from staff to standard inmate inquiries using predefined templates.

The software application shall give the user the ability to create parameter driven statistical reports.

The software application shall have the ability to run ad-hoc queries on offenders, both active and inactive records, by a variety of criteria such as name, DOC number, DOB, SSN, etc.

The software application shall have the capability to produce management and statistical reports specific to cases and staff workload.

The software application shall provide automated forms and templates.

The software system application shall provide for extracting and exporting data into various standard file formats.

The system shall support the viewing of all types of data, as both individual records and as groups of records.

The system shall support both pre-defined and ad hoc reporting.

The user interface shall be intuitive and standardized in operation throughout the system. Screens should be user-friendly.

### Workflow

The software application shall provide event-based triggers and alert messaging based on criteria further defined.

---

**2. Security Requirements**

**System Administration**
The software application shall assure that each staff member shall have a unique ID and password combination.

The software application shall be capable of assigning security access by user, role and/or group. Users may have access to one or more role and/or group.

The software application shall include a security matrix that defines access to screens for specific user groups.

### 3. Adult Intake Requirements

<table>
<thead>
<tr>
<th>Audit and Compliance</th>
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<tbody>
<tr>
<td>The software application shall comply with the Prison Rape Elimination Act (PREA) processing requirements.</td>
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<thead>
<tr>
<th>financial</th>
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<tr>
<td>The software application shall determine jail billing expenses for DOC offenders and for DOC held safekeepers.</td>
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<tr>
<th>Records Management</th>
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<tbody>
<tr>
<td>The software application shall capture, store and report dietary restrictions and meals for each offender.</td>
</tr>
<tr>
<td>The software application shall capture, store, and report an offenders’ seized property.</td>
</tr>
<tr>
<td>The software application shall provide a reference table to support a dictionary of charges and charging language approved by the judiciary.</td>
</tr>
<tr>
<td>The software application shall provide a user interface for offender property inventory data capture, storage and reporting of personal property in a searchable format.</td>
</tr>
<tr>
<td>The software application shall provide a user interface to enter and track scars, marks, and tattoos.</td>
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<tr>
<th>User Interfaces, Search and Reporting</th>
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<tbody>
<tr>
<td>The software application shall enable the intake officer to search on any entered information in order to retrieve previous incarceration history.</td>
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<tr>
<th>Workflow</th>
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<tbody>
<tr>
<td>The software application shall correlate the inmate’s date of arrival and a sentence received and alert the case manager if the inmate has already served his/her sentence.</td>
</tr>
<tr>
<td>The software application shall have the ability to identify inmates who DOC has been notified will be transferred to DOC intake within a specified time frame.</td>
</tr>
<tr>
<td>The software application shall alert the case manager when any predefined status (such as medical/mental health) changes that requires security review and potential reclassification.</td>
</tr>
<tr>
<td>The software application shall capture, store and report on any changes that occur to an offender’s charges and alert the case manager when the change is made.</td>
</tr>
<tr>
<td>The software application shall generate an alert for case managers for the required time milestones when reviews are due for inmates who have been placed on administrative segregation.</td>
</tr>
<tr>
<td>The software application shall give two weeks’ notice to the case manager regarding annual reclassifications due in the next month.</td>
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### 4. Classification Requirements

<table>
<thead>
<tr>
<th>Records Management</th>
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<tbody>
<tr>
<td>The software application shall create, store, and report on initial classification and reclassification assessments created for offenders.</td>
</tr>
<tr>
<td>The software shall allow for customized questionnaires for medical, classification, etc.</td>
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<table>
<thead>
<tr>
<th>Workflow</th>
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<tbody>
<tr>
<td>The software application shall alert the case manager when an inmate’s assignment to a housing unit is inappropriate according to criteria defined by the security classification.</td>
</tr>
<tr>
<td>The software application shall alert the case manager when any predefined inmate violation occurs that requires security reclassification.</td>
</tr>
<tr>
<td>The software application shall alert the case manager when any predefined status (such as medical/mental health) changes that requires security review and potential reclassification.</td>
</tr>
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<td>The software application shall capture, store and report on any changes that occur to an offender’s charges and alert the case manager when the change is made.</td>
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<td>The software application shall give two weeks’ notice to the case manager regarding annual reclassifications due in the next month.</td>
</tr>
</tbody>
</table>
The software application shall have automated tools and defined thresholds based on predefined criteria to assist the case manager in applying the appropriate security level and housing location to an inmate.

The software application shall maintain a history of classifications completed for each offender.

### 5. Case Management Requirements

**Records Management**

Program activity data shall be tracked for incarcerated offenders as well as those on parole.

The software application shall capture, store and report substance abuse testing dates, status, location, and results for each offender.

The software application shall capture, store and report various types of inmate assessment scores.

The software application shall generate a report, when requested, on case managers compliance with a predefined evaluation and identify delinquent entries.

The software application shall provide a Case Management section that will capture case notes.

**User Interfaces, Search and Reporting**

The software application shall have the ability to conduct searches of case management related information.

### 6. Offender Release Requirements

**Records Management**

The software application shall include a module to capture, store, and report on warrants and detainers.

**User Interfaces, Search and Reporting**

The software application shall provide a calendar of inmates who require release/discharge planning.

**Workflow**

The software application shall generate an alert for any inmate who has any open detainers or warrants to assure that he or she is not released until all cases have been addressed/closed.

### 7. Adult Sentencing Requirements

**Records Management**

The software application shall have the ability to capture, store and report the number and type of credits earned.

**System Administration**

The software application shall have an internal edit function that has the ability to prevent the award of credits when an inmate is not eligible to receive them, based on predefined criteria.

**User Interfaces, Search and Reporting**

The software application shall report all types of credits already awarded totaled by type of credit and then grand totaled.

**Workflow**

The software application shall allow the user to capture, store, and limit the number of credits depending on the date sentenced and prior credits earned.

The software application shall be able to accurately handle calculations on sentences that are any combination of consecutive or concurrent in order.

The software application shall be able to recalculate credit time related data when sentence modifications are made.

The software application shall calculate credits for earned time and served time beginning on the day of commitment to DOC and through the maximum expiration date of the sentence based on predefined DOC criteria.

The software application shall have calculations, where time served is adjusted as credits are applied.

The software application shall have the ability to calculate, based on customized algorithms and pre-defined credit levels, earned credits for each sentence given.
The software application shall have the ability to track and recalculate release dates based on the application of time earned/served and sentence changes.

### 8. Offender Property Requirements

#### Records Management

- If property has to be sent home when an inmate is released from a facility, the software application shall maintain and track a record of shipping, to include, at a minimum, shipping, and contents of package shipped.
- The software application shall accommodate storage of photos of offender property.
- The software application shall capture, store and report information on all confiscated property.
- The software application shall capture, store and report the location of offender property of those inmates assigned to segregation housing.
- The software application shall capture, store and report the receipt, addition, deletion, and transfer of all offender property.
- The software application shall maintain a date- and time-stamped inventory for all offender property.

### 9. Grievance Requirements

#### Audit and Compliance

- The software application shall assure that all grievances are linked to an offender and that no anonymous grievances are filed.

#### Document Management and Digital Document Generation

- The software application shall have a place to electronically capture, store and report offender appeals documents.
- The software application shall provide the ability to generate a form letter to inform the offender about the grievance process and status once a complaint has been logged.
- The software application shall support electronic document generation for grievance reviews and results of appeals.

#### Records Management

- The software application shall maintain historical data on all grievances for each offender.
- The software application shall provide a screen to capture, store and report a new offender grievance or update an existing grievance disposition status.
- The software application shall report records of offender grievances for litigation.

#### User Interfaces, Search and Reporting

- The software application shall capture, store and report standard grievance procedure and the number and type of grievances filed.

#### Workflow

- The software application shall have an Administrative Appeal Process to track and report on offender complaints and grievances.
- The software application shall issue a documented grievance response notice to an offender.
- The software application shall issue grievance certification receipts to complainants with notifications to principals where appropriate.
- The software application shall support a workflow process that will move through the DOC policy steps for grievances.

### 10. Incident Requirements

#### Records Management

- The software application shall have the ability to record multiple staff narratives for an incident.
- The software application shall maintain historical data on all incidents for each offender.
- The software application shall report records of offender incidents for litigation.
**User Interfaces, Search and Reporting**

| The software application shall have the ability to select multiple offenders as subjects for an incident |
| The software application shall provide a screen to capture, store and report a new offender incident or update an existing incident status |
| The software application shall provide the ability to select categories for the type of incident |

**Workflow**

| The software application shall have an Administrative Appeal Process to track and report on offender incidents |
| The software application shall have the ability to record multiple witnesses to the incidents, both offenders and staff |
| The software application shall support automatic notifications for incident reviews and results of hearing |

**11. Miscellaneous/Communications Requirements**

**General**

| The software application shall have the ability to create, indicate as approved, and maintain support of DOC’s policies and procedures. |
| The system shall have document management capability. |

**Operations and Facility Management**

| The software application shall be able to alert personnel if an assigned reply has not been completed in the specified time limit. |
| The software application shall be able to capture, store, and report on DOC personnel assigned to respond to each piece of correspondence. The method of request, method of response, date of the response and other pertinent data shall also be included. |
| The software application shall have the ability to capture, store and report information about incoming and outgoing inmate mail |
| The system shall be able to capture, store, and report on worship services, cultural programs, and other special event activities held at facilities. |
| The system shall be able to track volunteers, contract employees, etc. who enter a facility for a reason other than to visit an offender. These individuals need to have data recorded pertaining to their background check done prior to their entrance to the facility as well as details while there. |

**Records Management**

| Correspondence tracked in the software application shall include letters, e-mails, and phone contacts. |
| The system shall be able to report on correspondence details, including identifying the number and types of correspondence pertaining to any given offender. |

**12. Parole Requirements**

**Records Management and Scheduling**

| The system shall be able to capture, store, and report on administrative sanctions |
| The system shall be able to capture, store, and report on Violation reports and hearings |
| The system shall be able to capture, store, and report on information related to Earned time credits |
| Sex offender identification |
| The system shall be able to query Detainers and warrants from other case management systems |
| The system shall have forms used in Risk assessment |
| The system shall be able to capture, store, and report Drug testing |
| The system shall be able to capture, store, and report Treatments and medications |
| The system shall include functionality used in Scheduling and appointments or parolees |
B. DATA CONVERSION

The offeror will migrate all applicable records and data in the DOC’s existing Navaline JMS to the new system.

The offeror will perform a data conversion analysis and assessment to verify the scope of effort for the project will be conducted.

The offeror will develop a mapping of all existing records fields to the new systems fields.

The Guam DOC will work with the vendor in validating that the migration of the existing data is imported into the appropriate fields and classified and organized correctly.

Upon completion, the vendor will conduct testing to ensure that the existing data is all accounted for and in the correct format.

Prior to going live, the vendor will migrate all data from the Navaline System, and test against the old system to verify that the migration was complete.

C. HARDWARE

The Government of Guam will accept proposals where the software solution is either On-Premise and Software as a Service (SaaS).

For On-Premise proposals, the vendor must provide the hardware and network specifications to deploy their software in the Government of Guam’s server environment.

Proposals must include the benefits and advantages of the solution type e.g., security, up-time, reliability, elimination of server licensing/costs.

D. ADDITIONAL FEATURES BEYOND SPECIFICATIONS

The Government of Guam intends to improve its process and procedures wherever possible, and the Vendor’s capability to advise and assist as necessary during system implementation will be considered in evaluating proposals.

E. TRAINING AND INSTALLATION SUPPORT

Vendors will be expected to provide training and installation support (for non-cloud based, SAAS proposals) at time of implementation. Vendors should describe all training available, and propose selected training modules that will ensure smooth, successful implementation and operation in the Government of Guam.

Training and installation support will be needed in all stages of systems implementation:

- Pre-installation familiarization overview
• Business process and procedure advisory consulting
• Configuration/customization assistance
• Database loading
• End-user operational training
• System administrator training
• Post-implementation tuning

Training should be provided for both end users and technical system administrators. Topics covered should include system operation, system configuration & customization, system tuning, problem diagnosis and resolution, database management (If applicable), and system management. Classes should be held on-site on Guam if possible if the timing of training occurs after Guam achieves herd immunity. Otherwise, it will be provided remotely. Initial training should be delivered to a core group of “expert” system users. This core group should be sufficiently trained to act as trainers and mentors to other system users. The core group should also be sufficiently trained so as to be able to customize and expand the system to the full extent allowable by the system. Subsequent training may be delivered by Government of Guam staff. However, the availability of regular training classes at other locations for follow-up or refresher training is desirable.

Installation support should include initial software installation and operational demonstration, business process and procedure consulting, system configuration and customization services, database loading, functional testing, performance testing, initial operational support, and post-operational system tuning. Specific training curriculum decisions will be subject to negotiation between the parties.

**F. IMPLEMENTATION SERVICES**

The Government of Guam will require professional services to

1. Assess current business processes of the Department of Corrections
2. Analyze requirements and plan necessary customization, modification, and data conversion efforts.
3. Execute customization plan and update internal Government of Guam for managing case and inmate/detainee/parolee information
4. Create any required data conversion software.
5. Test and demonstrate planned functionality using completed software.
6. Test and verify acceptable performance levels at two times the anticipated initial volumes of data input, online access, and report generation. Tune system as needed.
7. Perform any final activities necessary to complete implementation
8. Begin operational use of new system.
9. After implementation, tune system as needed.
10. Proceed to any subsequent implementation phases.

**G. OTHER DELIVERABLES**

In addition to the items found in Part 1 of the Scope of Services, the Selected Respondent must provide the deliverables noted below. In responding, please identify any objectives,
tasks, or areas that may be necessary to complete the scope of work, even if not specifically noted below.

1. Source Documentation

In addition to the Assessment and the Strategic Plan, the Selected Respondent must provide all raw materials or Source Documentation used to draft the core deliverables of this engagement. This includes, but is not limited to, notes from interviews, business process documentation, functionality audits, survey results, product or service quotes, etc.

2. Engagement Project Management Deliverables

The Selected Respondent must work with GovGuam to develop and maintain the following Project Management Deliverables related to this project during the course of the engagement.

   2.1. Project Management Plan
   2.2. Project Schedule
   2.3. Project issues and Risk Logs
   2.4. Weekly Project Status Reports

The reports should provide sufficient information for policy decisions regarding operational and service options.

H. PROPOSED PROJECT SCHEDULE

All Offerors must submit a Proposed Project Schedule with the Proposal. Offerors shall estimate the time required for completion of the implementation of a fully functional and operating System as generally outlined in this Scope of Services, and provide time estimates for this phase of the Project in the form of a proposed schedule/timeline for the estimated start time and completion time of the Project from the beginning of the Project through the time that the new System will be in full operation providing Services to the public. Please address your proposed preliminary implementation timeline and phasing, recommended implementation approach (i.e., parallel versus serial implementation of modules), and the costs and/or risk associated with the approach you are recommending. Include a Project schedule display, highlighting each required task for this phase of the Services with an estimated start and completion time. Please also describe any suggested activities that the government of Guam could complete prior to the start of the implementation project that would accelerate or facilitate the implementation effort. Time is of the essence for the implementation and seamless transition from the current Jail management system will be evaluated on the speed, efficiency, and feasibility of the proposed schedule/timeline for this implementation phase of the Services.

I. AUTHOR AND REFERENCE MATERIALS FOR SPECIFICATIONS

This Scope of Services was drafted by: Matthew Santos BSP Deputy Director and Major Antone F. Aguon, BSCJ, MPA, Correctional Facility Assistant Superintendent, Administrative Services Division Chief. The following technical literature and reference materials were utilized in drafting the Scope of Services: FY 2018 Edward Byrne Justice Assistance Grant Program
Section IV. DECLARATION DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST
(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the Department of Corrections of Guam, this Declaration requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring during the 365 calendar days preceding the publication of this solicitation and until award of a contract. This includes the duty to disclose any changes to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Declaration is awarded a contract, the duty to disclose any changes to the facts disclosed herein continues throughout the life of the contract, including any extensions or renewals.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being:________________________________________________
________________________________________________________________________
________________________________________________________________________

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by __________________________________, with principal place of business street address being:_______________________________________________
________________________________________________________________________
________________________________________________________________________

[] The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>Principal Place of Business Street Address</th>
<th>% of Interest</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

[] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

<table>
<thead>
<tr>
<th>Names of owners of the &gt;10% Owner Business or Artificial Person (&quot;Second Tier Owner&quot;)</th>
<th>Owner’s Principal Place of Business Street Address</th>
<th>% of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Name of other >10% Owner Business or Artificial Person:

<table>
<thead>
<tr>
<th>Names of owners of the &gt;10% Owner Business or Artificial Person (“Second Tier Owner”)</th>
<th>Owner’s Principal Place of Business Street Address</th>
<th>% of Interest</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner
Name

<table>
<thead>
<tr>
<th>Name of Third Tier Owner</th>
<th>Principal Place of Business Street Address</th>
<th>% of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

<table>
<thead>
<tr>
<th>Name of Natural Person</th>
<th>Position</th>
<th>Street Address of Principal Place of Business</th>
<th>Phone Number, Email Address, and other Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Declaration is submitted are as follows (if none, please so state):

<table>
<thead>
<tr>
<th>Name</th>
<th>Principal Place of Business Street Address</th>
<th>Amount of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the
Bid/Offer/Proposal/Prospective Contract for which this Declaration is submitted, are as follows (if none, please so state):

<table>
<thead>
<tr>
<th>Name</th>
<th>Principal Place of Business</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

<table>
<thead>
<tr>
<th>Name</th>
<th>Principal Place of Business</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed herein. I understand that failure to comply with this requirement shall constitute a material breach of contract.

H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _________________________________ (date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a corporation
Section V. DECLARATION RE: NON-COLLUSION  
(AG Form 003)

_______________________________ [state name of declarant signing below], declares that:

1. The name of the offering company or individual is [state name of company] 
________________________________________.

2. The Proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this declaration and in the Proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

I certify under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: ________________________________ (date)

________________________________________
Signature of one of the following:

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation
Section VI. DECLARATION RE: NO GRATUITIES OR KICKBACKS (AG Form 004)

_______________________________ [state name of declarant signing below], declares that:

1. The name of the offering firm or individual is ________________________________
[state name of Offeror company or Offeror]. Declarant is ________________________________
[state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making
the foregoing identified bid or Proposal.

2. To the best of declarant’s knowledge, neither declarant, nor any of the Offeror’s officers,
representatives, agents, subcontractors, or employees have violated, or are violating the prohibition
against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, declarant
promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set
forth in 2 GAR Division 4 § 11107(e).

3. To the best of declarant’s knowledge, neither declarant, nor any of the Offeror’s officers,
representatives, agents, subcontractors, or employees have offered, given, or agreed to give, any
government of Guam employee or former government employee, any payment, gift, kickback,
gratuity, or offer of employment in connection with Offeror’s Proposal. violated, or are violating
the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

4. I make these statements on behalf of myself as a representative of the Offeror, and on
behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

I certify under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _________________________________(date)

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation

AG Procurement Form 004 (Rev. July 12, 2010)
Section VII. DECLARATION RE: ETHICAL STANDARDS
(AG Form 005)

_______________________________ [state name of declarant signing below], declares that:

1. The name of the offering company or individual is ______________________________ making the foregoing identified Bid or Proposal.

   To the best of declarant’s knowledge, neither declarant nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, declarant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

I certify under penalty of perjury under the laws of Guam that the foregoing is true and correct.

    Executed on: ________________________________ (date)

Signature of one of the following:
    Offeror, if the offeror is an individual;
    Partner, if the offeror is a partnership;
    Officer, if the offeror is a corporation
Section VIII. DECLARATION RE: COMPLIANCE WITH U.S. DOL WAGE DETERMINATION (AG Form 006)

Procurement No.: _______________________

Name of Offeror Company: ____________________________________________

   I, ___________________________________________________ hereby certify under penalty of perjury:

(1) That I am __________________________ [please select one: the Offeror, a partner of the Offeror, an officer of the Offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

_________________________________
Signature

AG Procurement Form 006 (Feb. 16, 2010)
Section IX. DECLARATION RE: CONTINGENT FEES  
(AG Form 007)

_______________________________ [state name of declarant signing below], declares that:

1. The name of the offering company or individual is [state name of company]  

2. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror’s officers, representatives, agents, subcontractors, and employees.

Executed on: _________________________________(date)  

Signature of one of the following:  
Offeror, if the Offeror is an individual;  
Partner, if the Offeror is a partnership;  
Officer, if the Offeror is a corporation  

AG Procurement Form 007 (Jul. 15, 2010)
Section X. U.S. DEPARTMENT OF LABOR WAGE AND BENEFIT DETERMINATION (SCA)

**REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT**

By direction of the Secretary of Labor | EMPLOYMENT STANDARDS ADMINISTRATION

| Wage Determination No.: 2015-5693

Daniel W. Simms          Division of Wage Determinations| Revision No.: 15
Director            Date Of Last Revision: 12/27/2021

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

**Fringe Benefits Required Follow the Occupational Listing**

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>01000 - Administrative Support And Clerical Occupations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01011 - Accounting Clerk I</td>
<td>13.57</td>
<td></td>
</tr>
<tr>
<td>01012 - Accounting Clerk II</td>
<td>15.23</td>
<td></td>
</tr>
<tr>
<td>01013 - Accounting Clerk III</td>
<td>17.04</td>
<td></td>
</tr>
<tr>
<td>01020 - Administrative Assistant</td>
<td>21.43</td>
<td></td>
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<tr>
<td>01035 - Court Reporter</td>
<td>17.40</td>
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</tr>
<tr>
<td>01041 - Customer Service Representative I</td>
<td>11.51</td>
<td></td>
</tr>
<tr>
<td>01042 - Customer Service Representative II</td>
<td>12.94</td>
<td></td>
</tr>
<tr>
<td>01043 - Customer Service Representative III</td>
<td>14.12</td>
<td></td>
</tr>
<tr>
<td>01051 - Data Entry Operator I</td>
<td>12.35</td>
<td></td>
</tr>
<tr>
<td>01052 - Data Entry Operator II</td>
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</tr>
<tr>
<td>01060 - Dispatcher Motor Vehicle</td>
<td>17.39</td>
<td></td>
</tr>
<tr>
<td>01070 - Document Preparation Clerk</td>
<td>13.85</td>
<td></td>
</tr>
<tr>
<td>01090 - Duplicating Machine Operator</td>
<td>13.85</td>
<td></td>
</tr>
<tr>
<td>01111 - General Clerk I</td>
<td>10.35</td>
<td></td>
</tr>
<tr>
<td>01112 - General Clerk II</td>
<td>11.29</td>
<td></td>
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<tr>
<td>01113 - General Clerk III</td>
<td>12.68</td>
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<tr>
<td>01120 - Housing Referral Assistant</td>
<td>19.39</td>
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<tr>
<td>01141 - Messenger Courier</td>
<td>11.37</td>
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<tr>
<td>01191 - Order Clerk I</td>
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<tr>
<td>01192 - Order Clerk II</td>
<td>13.71</td>
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</tr>
<tr>
<td>01261 - Personnel Assistant (Employment) I</td>
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<tr>
<td>01262 - Personnel Assistant (Employment) II</td>
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<tr>
<td>01263 - Personnel Assistant (Employment) III</td>
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<tr>
<td>01270 - Production Control Clerk</td>
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</tr>
<tr>
<td>Code</td>
<td>Occupation</td>
<td>Hour Rate</td>
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<tr>
<td>-------</td>
<td>-------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>12210</td>
<td>Nuclear Medicine Technologist</td>
<td>40.06</td>
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<tr>
<td>12195</td>
<td>Medical Transcriptionist</td>
<td>16.30</td>
</tr>
<tr>
<td>12190</td>
<td>Medical Record Technician</td>
<td>17.77</td>
</tr>
<tr>
<td>12160</td>
<td>Medical Record Clerk</td>
<td>13.61</td>
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<tr>
<td>12130</td>
<td>Medical Laboratory Technician</td>
<td>18.82</td>
</tr>
<tr>
<td>12073</td>
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12221 - Nursing Assistant I  
12222 - Nursing Assistant II  
12223 - Nursing Assistant III  
12224 - Nursing Assistant IV  
12235 - Optical Dispenser  
12236 - Optical Technician  
12250 - Pharmacy Technician  
12280 - Phlebotomist  
12305 - Radiologic Technologist  
12311 - Registered Nurse I  
12312 - Registered Nurse II  
12313 - Registered Nurse II Specialist  
12314 - Registered Nurse III  
12315 - Registered Nurse III Anesthetist  
12316 - Registered Nurse IV  
12317 - Scheduler (Drug and Alcohol Testing)  
12320 - Substance Abuse Treatment Counselor  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
13012 - Exhibits Specialist II  
13013 - Exhibits Specialist III  
13041 - Illustrator I  
13042 - Illustrator II  
13043 - Illustrator III  
13047 - Librarian  
13050 - Library Aide/Clerk  
13054 - Library Information Technology Systems Administrator  
13058 - Library Technician  
13061 - Media Specialist I  
13062 - Media Specialist II  
13063 - Media Specialist III  
13071 - Photographer I  
13072 - Photographer II  
13073 - Photographer III  
13074 - Photographer IV  
13075 - Photographer V  
13090 - Technical Order Library Clerk  
13110 - Video Teleconference Technician  
14000 - Information Technology Occupations  
14041 - Computer Operator I  
14042 - Computer Operator II  
14043 - Computer Operator III  
14044 - Computer Operator IV  
14045 - Computer Operator V  
14071 - Computer Programmer I  
14072 - Computer Programmer II  
14073 - Computer Programmer III  
14074 - Computer Programmer IV  
14101 - Computer Systems Analyst I  
14102 - Computer Systems Analyst II  
14103 - Computer Systems Analyst III  
14150 - Peripheral Equipment Operator  
14160 - Personal Computer Support Technician  
14170 - System Support Specialist  
15000 - Instructional Occupations  
15010 - Aircrew Training Devices Instructor (Non-Rated)  
15020 - Aircrew Training Devices Instructor (Rated)  
15030 - Air Crew Training Devices Instructor (Pilot)  
15050 - Computer Based Training Specialist / Instructor  
15060 - Educational Technologist  
15070 - Flight Instructor (Pilot)  
15080 - Graphic Artist  
15085 - Maintenance Test Pilot Fixed Jet/Prop  
15086 - Maintenance Test Pilot Rotary Wing  
15088 - Non-Maintenance Test/Co-Pilot  
15090 - Technical Instructor  
15095 - Technical Instructor/Course Developer  
15110 - Test Proctor  
15120 - Tutor  
16000 - Laundry Dry-Cleaning Pressing And Related Occupations  
16010 - Assembler  
16030 - Counter Attendant  
16040 - Dry Cleaner  
16070 - Finisher Flatwork Machine  
16090 - Presser Hand  
16110 - Presser Machine Drycleaning
16130 - Presser Machine Shirts 10.12
16160 - Presser Machine Wearing Apparel Laundry 10.12
16190 - Sewing Machine Operator 12.04
16220 - Tailor 12.52
16250 - Washer Machine 10.60
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 19.46
19040 - Tool And Die Maker 24.46
21000 - Materials Handling And Packing Occupations
21010 - Forklift Operator 13.96
21030 - Material Coordinator 21.78
21040 - Material Expediter 21.78
21050 - Material Handling Laborer 11.37
21071 - Order Filler 9.76
21080 - Production Line Worker (Food Processing) 19.47
21110 - Shipping Packer 17.12
21130 - Shipping/Receiving Clerk 17.12
21140 - Store Worker I 15.22
21150 - Stock Clerk 21.40
21210 - Tools And Parts Attendant 13.96
21410 - Warehouse Specialist 13.96
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 25.04
23019 - Aircraft Logs and Records Technician 19.47
23021 - Aircraft Mechanic II 23.84
23022 - Aircraft Mechanic II 25.04
23023 - Aircraft Mechanic III 26.30
23040 - Aircraft Mechanic Helper 16.58
23050 - Aircraft Painter 22.39
23060 - Aircraft Servicer 19.47
23070 - Aircraft Survival Flight Equipment Technician 22.39
23080 - Aircraft Worker 21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 23.84
23100 - Appliance Mechanic 19.46
23120 - Bicycle Repairer 15.61
23125 - Cable Splicer 19.59
23130 - Carpenter Maintenance 16.07
23140 - Carpet Layer 18.20
23160 - Electrician Maintenance 18.05
23181 - Electronics Technician Maintenance I 18.20
23182 - Electronics Technician Maintenance II 19.46
23183 - Electronics Technician Maintenance III 20.72
23260 - Fabric Worker 16.94
23290 - Fire Alarm System Mechanic 16.77
23310 - Fire Extinguisher Repairer 15.61
23311 - Fuel Distribution System Mechanic 20.72
23312 - Fuel Distribution System Operator 15.61
23370 - General Maintenance Worker 12.01
23380 - Ground Support Equipment Mechanic 23.84
23381 - Ground Support Equipment Servicer 19.47
23382 - Ground Support Equipment Worker 21.03
23391 - Gunsmith I 15.61
23392 - Gunsmith II 18.20
23393 - Gunsmith III 20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic 17.50
23411 - Heating Ventilation And Air-Conditioning Mechanic (Research Facility) 18.61
23430 - Heavy Equipment Mechanic 19.27
23440 - Heavy Equipment Operator 17.76
23460 - Instrument Mechanic 20.72
23465 - Laboratory/Shelter Mechanic 19.46
23470 - Laborer 11.37
23510 - Locksmith 19.46
23530 - Machinery Maintenance Mechanic 23.13
23550 - Machinist Maintenance 20.72
23580 - Maintenance Trades Helper 10.67
23591 - Metrology Technician I 20.72
23592 - Metrology Technician II 22.03
23593 - Metrology Technician III 23.33
23640 - Millwright 20.72
23710 - Office Appliance Repairer 19.46
23760 - Painter Maintenance 14.08
23790 - Pipefitter Maintenance 18.39
| Code     | Title                                      | Rate
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<td>Plumber Maintenance</td>
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<td>23820</td>
<td>Pneumatic Systems Mechanic</td>
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<td>23850</td>
<td>Rigger</td>
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<td>23870</td>
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<td>23890</td>
<td>Sheet-Metal Worker Maintenance</td>
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<td>23910</td>
<td>Small Engine Mechanic</td>
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<td>23931</td>
<td>Telecommunications Mechanic I</td>
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<td>23932</td>
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<td>Telephone Lineman</td>
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<td>23960</td>
<td>Welder Combination Maintenance</td>
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24000 - Personal Needs Occupations

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<td>Child Care Attendant</td>
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<td>Child Care Center Clerk</td>
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<td>Chore Aide</td>
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<td>24620</td>
<td>Family Readiness And Support Services</td>
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24630 - Homemaker

16.12

25000 - Plant And System Operations Occupations

| Code     | Title                                      | Rate
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<td>25010</td>
<td>Boiler Tender</td>
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<tr>
<td>25040</td>
<td>Sewage Plant Operator</td>
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<tr>
<td>25070</td>
<td>Stationary Engineer</td>
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<td>25190</td>
<td>Ventilation Equipment Tender</td>
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<td>25210</td>
<td>Water Treatment Plant Operator</td>
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27000 - Protective Service Occupations

| Code     | Title                                      | Rate
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<td>27004</td>
<td>Alarm Monitor</td>
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<td>27007</td>
<td>Baggage Inspector</td>
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<td>27008</td>
<td>Corrections Officer</td>
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<td>27010</td>
<td>Court Security Officer</td>
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<tr>
<td>27030</td>
<td>Detection Dog Handler</td>
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<tr>
<td>27040</td>
<td>Detention Officer</td>
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<td>27070</td>
<td>Firefighter</td>
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<tr>
<td>27101</td>
<td>Guard I</td>
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<td>27102</td>
<td>Guard II</td>
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<td>27131</td>
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<td>27132</td>
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28000 - Recreation Occupations

| Code     | Title                                      | Rate
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<td>28006</td>
<td>Carnival Equipment Repairer</td>
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<td>28043</td>
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<td>28210</td>
<td>Gate Attendant/Gate Tender</td>
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<td>28310</td>
<td>Lifeguard</td>
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<td>28350</td>
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<td>Recreation Aide/Health Facility Attendant</td>
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<td>28515</td>
<td>Recreation Specialist</td>
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<td>28630</td>
<td>Sports Official</td>
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<td>28690</td>
<td>Swimming Pool Operator</td>
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29000 - Stevedoring/Longshoremen Occupational Services

| Code     | Title                                      | Rate
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<td>Blocker And Bracer</td>
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<td>29020</td>
<td>Hatch Tender</td>
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<td>29030</td>
<td>Line Handler</td>
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<td>29041</td>
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30000 - Technical Occupations

| Code     | Title                                      | Rate
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<td>Cartographic Technician</td>
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<td>30040</td>
<td>Civil Engineering Technician</td>
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<td>30051</td>
<td>Cryogenic Technician I</td>
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<td>Drafter/CAD Operator II</td>
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<td>30064</td>
<td>Drafter/CAD Operator IV</td>
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<td>30086</td>
<td>Engineering Technician VI</td>
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Employees must be permitted to use paid sick leave for their
with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid
2017. If this contract is covered by the EO the contractor must provide employees
the contract is awarded (and any solicitation was issued) on or after January 1
Contractors applies to all contracts subject to the Service Contract Act for which
Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal

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<td>Evidence Control Specialist</td>
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<td>99210</td>
<td>Laboratory Technician</td>
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<td>99221</td>
<td>Latent Fingerprint Technician I</td>
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<td>99600</td>
<td>Transportation/Mobile Equipment Operation Occupations</td>
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<tr>
<td>99700</td>
<td>Cabin Safety Specialist</td>
<td>15.10</td>
</tr>
<tr>
<td>99730</td>
<td>Cashier</td>
<td>9.63</td>
</tr>
<tr>
<td>99750</td>
<td>Desk Clerk</td>
<td>9.70</td>
</tr>
<tr>
<td>99759</td>
<td>Embalmer</td>
<td>25.60</td>
</tr>
<tr>
<td>99759</td>
<td>Flight Follower</td>
<td>25.60</td>
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<tr>
<td>99759</td>
<td>Laboratory Animal Caretaker I</td>
<td>23.38</td>
</tr>
<tr>
<td>99759</td>
<td>Laboratory Animal Caretaker II</td>
<td>25.54</td>
</tr>
<tr>
<td>99759</td>
<td>Marketing Analyst</td>
<td>21.54</td>
</tr>
<tr>
<td>99759</td>
<td>Mortician</td>
<td>25.60</td>
</tr>
<tr>
<td>99759</td>
<td>Pest Controller</td>
<td>14.61</td>
</tr>
<tr>
<td>99759</td>
<td>Photofinishing Worker</td>
<td>13.45</td>
</tr>
<tr>
<td>99759</td>
<td>Recycling Laborer</td>
<td>17.32</td>
</tr>
<tr>
<td>99759</td>
<td>Recycling Specialist</td>
<td>23.38</td>
</tr>
<tr>
<td>99759</td>
<td>Refuse Collector</td>
<td>16.40</td>
</tr>
<tr>
<td>99759</td>
<td>Sales Clerk</td>
<td>9.87</td>
</tr>
<tr>
<td>99759</td>
<td>School Crossing Guard</td>
<td>17.27</td>
</tr>
<tr>
<td>99759</td>
<td>Survey Party Chief</td>
<td>23.01</td>
</tr>
<tr>
<td>99759</td>
<td>Surveying Aide</td>
<td>13.08</td>
</tr>
<tr>
<td>99759</td>
<td>Surveying Technician</td>
<td>17.00</td>
</tr>
<tr>
<td>99759</td>
<td>Vending Machine Attendant</td>
<td>23.38</td>
</tr>
<tr>
<td>99759</td>
<td>Vending Machine Repairer</td>
<td>29.78</td>
</tr>
<tr>
<td>99759</td>
<td>Vending Machine Repairer Helper</td>
<td>23.38</td>
</tr>
</tbody>
</table>

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their
own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.60 per hour up to 40 hours per week or $184.00 per week or $797.33 per month

HEALTH & WELFARE EO 13706: $4.23 per hour up to 40 hours per week or $169.20 per week or $733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformance may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer
industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

1. The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

2. The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

3. The design documentation testing creation or modification of computer programs related to machine operating systems; or

4. A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS – NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dyeing mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 perform 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.
6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."
**Section XI. SUBCONTRACTOR UTILIZATION FORM**

RFP NO._________________  PROJECT TITLE:

NAME OF PRIME OFFEROR:  E-MAIL ADDRESS:

ADDRESS:  

TELEPHONE NO.:  FAX NO.:

The following subcontractors\(^1\) (if known at the time of proposal submission) will be used on this Project (continue list on additional page if necessary):

<table>
<thead>
<tr>
<th>COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS:</th>
<th>TYPE OF WORK TO BE PERFORMED:</th>
<th>ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT:</th>
</tr>
</thead>
</table>

I certify under penalty of perjury that the foregoing statements are true and correct. In the event that substitution or replacement of a subcontractor is required, I will adhere to the substitution or replacement requirements of the government of Guam.

___________________________________         __________________________
Signature of Offeror (Prime Contractor)               Date

____________________________________        __________________________
Print Name                                      Title

---

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services to a prime contractor or higher tier subcontractor under a contract awarded or to be awarded by the government of Guam.
Section XII. CONFLICT-OF-INTEREST (COI) DISCLOSURE FORM
RFP-Department of Corrections-2022-001

Offerors under Contract or proposing to enter into a Contract with the Department of Corrections of Guam or the government of Guam must comply with the “Conflict-of-Interest Guidelines” attached to this solicitation. The definitions of terms used in this COI Disclosure Form shall be those provided in the Conflict-of-Interest Guidelines (note that “Public Employee” includes all government of Guam employees and Department of Corrections of Guam employees).

This COI Disclosure Form is submitted in response to:

☐ The Department of Corrections RFP# __________ [or] IFB# ______ (check only one)

☐ Contract # __________ (if applicable)

☐ Changes to COI Disclosure Form previously submitted for RFP # __________, IFB # __________ (check only one), or Contract # ______ (if applicable)

This COI Disclosure Form must be signed in ink by an authorized representative of Offeror to certify that it is correct. An Offeror’s certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

(a) the Offeror’s disclosures are complete, accurate, and not misleading.

(b) the Offeror has provided the COI Guidelines to all Associates and Subcontractors (if any) and this form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as an Authorized Representative for the Offeror identified below:

Complete Legal Name of Offeror: ____
Address: _____
Telephone: ______ Fax No: _____
Signature: __________________________________________ Date: ______

Please answer all questions “Yes”, “No” or “N/A” (if uncertain answer “Yes.”) If the answer to any of the questions is “Yes,” then use the applicable “Comments” fields to:

(a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and

(b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g., communications barriers, restraint or restriction upon future contracting activities, or other precaution)

Please add additional sheets as necessary to respond to the “Comments” field.

1. a) Is any Associate of the Offeror a former employee of the government of Guam within the last year? No ☐ Yes ☐
b) Is any Associate of the Offeror a Relative or Member of the Household of a current
government of Guam employee that had or will have any involvement with this Procurement or
Contract Authorization? 

No ☐ Yes ☐

If the answer to either of the above questions is “Yes”, complete the attached “ Relatives
and Former Government Employees - Roles and Signatures” table (Part A and/or Part
B, as applicable).

2. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict-
of-Interest (“Individual” or “Organizational”) with regard to any known member of an
Department of Corrections Procurement evaluation or selection team?

No ☐ Yes ☐ Comments:

3. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in
the Procurement, or participate in preparing any part of the Procurement or any documents or
reports related to the Procurement or to which the Procurement refers? 

No ☐ Yes ☐ Comments:

4. Does the Offeror or any Associate of the Offeror have any past, present or currently planned
personal or financial interests which are an Actual, Apparent or Potential Conflict-of-Interest
(“Individual” or “Organizational”), with respect to the Procurement or award of this Contract, or
performing the work for the Department of Corrections, or acquisition of any real property for
the Project? 

No ☐ Yes ☐ Comments:

5. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror
aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or
promise of employment or other benefit based on the understanding that the Public Employee’s
vote, official action or judgment would be influenced thereby? 

No ☐ Yes ☐ Comments:

6. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial
interest to any person within two years after the person ceased to hold a position as a Public
Employee who was involved in the Procurement or Authorization for the Contract, or is the
Offeror aware of any such person or Public Employee who has or will receive a direct
beneficial financial interest within the two-year period? 

No ☐ Yes ☐ Comments:

7. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or
Potential Conflict-of-Interest with respect to the Procurement or award of this Contract or
performing the work for the government of Guam? 

No ☐ Yes ☐ Comments:

8. Does the prospective Contract/WOC include development of an Environmental Assessment
(EA) or Environmental Impact Statement (EIS)? 

No ☐ Yes ☐

If yes, in accordance with the disclosure statement requirements of Council on Environmental
Quality Regulation, 40 C.F.R 1506.5(c), does the Offeror have any financial or other interest
in the outcome of this Project; and/or does the Offeror have any agreement, enforceable
promise, or guarantee to provide any future work on this Project? 

No ☐ Yes ☐ Comments:
9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.)

   No [ ] Yes [ ] N/A [ ] Comments:

10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract? No [ ] Yes [ ] N/A [ ] Comments:

11. Has the Offeror or any Associate of the Offeror entered into personal services contract(s) with the government of Guam for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement?

   No [ ] Yes [ ] Comments:

Space for Additional Comments to any questions above (please list question number and corresponding comment):

(COI FORM for Relatives and Former Government Employees - Roles and Signatures listing is located on the next page)
Relatives and Former Government of Guam Employees - Roles and Signatures

For each employee of the Offeror that was employed by the government of Guam within the last year, state the job the employee performed for the government of Guam, the role the employee now serves for the Offeror and the date the employee left the government of Guam. Use Part B for Offeror Associates with Relatives or Members of the Household working for the government of Guam that have had or will have involvement with this Procurement or Contract.

### Part A: Employees that left the government of Guam in the last year.

<table>
<thead>
<tr>
<th>Employee Name/Signature</th>
<th>Job Performed for the government of Guam</th>
<th>Current Role with Offeror</th>
<th>Date left the government of Guam</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: __________________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign: __________________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Involved with this Procurement on behalf of the government of Guam?</td>
<td>No [ ] Yes [ ]</td>
<td>Involved with Proposal development for this Procurement?</td>
<td>No [ ] Yes [ ]</td>
</tr>
</tbody>
</table>

| Name: __________________ |                                          |                           |                                  |
| Sign: __________________ |                                          |                           |                                  |
| Involved with this Procurement on behalf of the government of Guam? | No [ ] Yes [ ] | Involved with Proposal development for this Procurement? | No [ ] Yes [ ] |

| Name: __________________ |                                          |                           |                                  |
| Sign: __________________ |                                          |                           |                                  |
| Involved with this Procurement on behalf of the government of Guam? | No [ ] Yes [ ] | Involved with Proposal development for this Procurement? | No [ ] Yes [ ] |

### Part B: Identify Associates of the Offeror that are Relatives or Members of the Household of Government employees currently working for the government of Guam or the federal government, if the government employee had or will have any involvement with this Procurement or Contract.

<table>
<thead>
<tr>
<th>Offeror Associate’s Name</th>
<th>Name and Relationship of Relative or Member of Household Employed at the government</th>
<th>Role at the government</th>
<th>The government employee’s Role with this Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(Make copies of this page as necessary to list additional employees or associates.)
Section XIII. CONFLICT-OF-INTEREST GUIDELINES

Offerors shall follow these Conflict-of-Interest (COI) Guidelines when submitting any Proposal in response to a federally funded government solicitation or procurement or when entering into any federally funded Contract with the government of Guam. The Contractor shall follow these COI Guidelines throughout the period during which the Proposal/Bid is open or the Contract is in effect. An Offeror shall provide the COI Guidelines and associated COI Disclosure Form to all of its Subconsultants and Subcontractors at any tier of a Proposal or Contract and shall ensure that the Offeror and each of its Subconsultants or Subcontractors make any disclosures required by these guidelines or as required by a specific Procurement or Contract. The government of Guam will follow and apply these COI Guidelines when conducting government procurements.

1. Definitions.

The definitions that apply to these COI Guidelines and the government’s COI Disclosure Form are at the end of this document.

2. Required Disclosures.

Submittal of a Correct and signed COI Disclosure Form is required if any of the following apply (note that for the purposes of these COI Guidelines “Public Employee” includes all government of Guam or federal government employees):

- an Offeror or any of its Associates have any Apparent, Potential or Actual Conflicts of Interest per these COI guidelines or per the criteria of any COI Form included as part of a Procurement or Contract;
- a Procurement or Contract document specifically requires submittal of a COI Disclosure Form (e.g., if the prospective Project includes preparation of an Environmental Impact Statement or Environmental Assessment, submittal of COI Disclosure Forms is always required.);
- an Offeror has any changes to its staffing or organization (whether before or after entering into a Contract) that result in an Apparent, Potential or Actual Conflict-of-Interest per these guidelines or per the criteria of any COI form associated with a particular Procurement or Contract. Any such changes shall be disclosed within 10 business days via submittal of a complete and signed COI Disclosure Form.
- the response to any of the following questions is “yes” (with respect to a Procurement or current Contract with The Department of Corrections):
  1. Is any Associate of the Offeror a former employee of the government (within the last year)?
  2. Is any Associate of the Offeror a Relative or Member of the Household of a current employee of the government who had or may have a role in this Procurement, Authorization of the Contract, Contract administration, or oversight of the Contractor’s performance?
  3. Does the Offeror or any Associate of the Offeror have an Actual, Apparent or Potential Conflict-of-Interest (“Individual” or “Organizational”) with regard to
any member of an Department of Corrections procurement evaluation or selection team?

4. Did the Offeror or any Associate of the Offeror conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers?

5. Does the Offeror or any Associate of the Offeror have any past, present or currently planned interests which are an Actual, Apparent or Potential Conflict-of-Interest (“Individual” or “Organizational”) with respect to performing the work for the government?

6. Has the Offeror or an Associate of the Offeror offered to a Public Employee, or is the Offeror aware of any Public Employee that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Employee’s vote, official action or judgment would be influenced thereby?

7. Has (or will) the Offeror or an Associate of the Offeror provided a direct beneficial financial interest to any person within one year after the person ceased to hold a position as a Public Employee who was involved in the Procurement or Authorization for the Contract, or is the Offeror aware of any such person or Public Employee who has or will receive a direct beneficial financial interest within the one-year period?

8. Is the Offeror aware of any current or former Public Employee that has an Actual, Apparent or Potential Conflict-of-Interest with respect to the Procurement or award of this Contract or performing the work for the government?

9. Does the prospective Contract include development of an environmental assessment (EA) or environmental impact statement (EIS)?

10. If a Procurement is to obtain personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Offeror or an Associate or an Affiliate of the Offeror a party to the subject public contract?

11. Has the Offeror or any Associate of the Offeror entered into any contract(s) with the government for the purpose of advising or assisting in developing any part of the solicitation documents, including specifications, requirements, a scope or statement of work, an invitation to bid, a request for proposals or other documents and materials used in, or related to this procurement?

If none of the foregoing apply, an Offeror shall provide a written and signed certification (specified by the government) that the Offeror has read and complied with these COI Guidelines and the COI Disclosure Form and did not answer Yes to any of the questions, or, if required by the government, the Offeror shall complete and submit a Correct and signed COI Disclosure Form.

An Offeror shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of its Subcontractors (that have required disclosures of conflicts or potential conflicts of interest), prior to such Offeror performing any services under a Contract.

The COI Disclosure Form is attached to the solicitation as a mandatory form that must be signed and submitted with Offeror’s Proposal.

Both Guam and federal laws govern disclosure and management of conflicts of interest in contracting processes under a federally funded procurement. The disclosure requirements of these COI Guidelines apply to all government contracting activities {Architectural and Engineering (A&E) and non-A&E, public improvements, goods, and trade services} without regard to which particular federal or Guam laws govern the activity. There are also Standards of Conduct Policies for conflicts of interest regarding current government employees, and the employment of former government employees, which are applicable to this procurement, and are explained below.

**Standards of Conduct Policy Regarding Former Government Employees**

When employees of firms which compete for or have Contracts with the government come to work for the government, and when the government employees go to work for firms which compete for or have Contracts with the government, a Potential Conflict-of-Interest may exist.

Use of a former government employee by an Offeror on the same, or substantially similar Procurement, for which the employee performed a role or function for the government, unless mitigated to the satisfaction of the government, is prohibited for a period of one year following separation of employment with the government. Roles and functions of particular concern include drafting specifications or statements of work, reviewing or scoring a bid or proposal, authorizing service or assigning work, awarding a Contract, administering a Contract, or overseeing Contractor’s performance. The government may determine that the role or Procurement is not substantially similar because of differences in location of the Project or work, because of the type and method of Procurement, because the employee did not participate personally or substantially in the procurement, because the role performed was minor in nature, such as a technical sufficiency review, or because the Civil Service Commission has granted the employee an applicable waiver. Examples of mitigation that may, in appropriate situations, be acceptable to the government include separation of certain decision-making functions concerning the Project, not using the employee in preparation of proposals but allowing them to perform work on the Project, and not having the employee have direct contact with the government staff formerly under his/her supervision.

For each Procurement, Offerors shall disclose to the government the identification of any of Offeror’s employee(s) that had been employed by the government within the twelve-month period prior to the submission date for the Proposal or bid. Each Offeror’s disclosure shall include a signed statement by the former government employee of their proposed role for the Offeror in the particular Procurement and any resulting Contract. The knowing failure of an Offeror to disclose such relationship or to remedy such potential violation will result in the rejection of the Offeror’s Proposal or cancellation of any awarded Contract with the government as well as constituting grounds for cancellation of any Offeror’s pre-qualification status, or designation of an Offeror as ineligible for future Procurements as a non-responsible bidder or offeror. (Also see below regarding the ban on any direct beneficial or financial interest.)

**Standards of Conduct Regarding Current Government of Guam Employees**

**Conflicts of Interest**

The Guam Procurement Law statutory and regulatory framework, as generally applied, addresses conflicts of interest in public contracting by emphasizing the need for open and
impartial Procurement methods and by prohibiting certain conflicts of interest involving public officials. The following statutes and administrative rules establish Guam’s general policies and the restrictions and prohibitions regarding conflicts of interest for public contracts and Public Employees:

- The policies of the Guam Procurement Law (5 GCA § 5001, et seq) encourage public contracting competition that supports openness and impartiality to the maximum extent possible, while recognizing that the nature of effective and meaningful competition depends upon the service being procured.
- According to 5 GCA §§ 5001(b), 5003, and 5625, a sound and responsive public contracting system should instill public confidence through ethical and fair dealing, honesty, and good faith on the part of government officials and those who do business with the government.
- Article 11 of the Guam Procurement Law, Ethics in Public Contracting, and Article 2 of the Standards of Conduct for Elected Officers, Appointed Officers and Public Employees of the government of Guam prohibit conflicts of interest of Public Employees and prohibit Public Employees from obtaining outside financial benefits for the exercise of their official duties. Among the prohibitions are offering a public employee a fee, a pledge of future employment, or anything valued in excess of $200 based on an understanding that the offer would influence the public employee’s official action or judgment.
- 5 GCA § 5632(a) provides the following: “Contemporaneous Employment Prohibited. Except as may be permitted by regulations pursuant to this Chapter or pursuant to Title 4 GCA, or rulings of the Civil Service Commission pursuant to this Chapter, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed. Notice of this provision shall be provided in accordance with regulations promulgated by the Civil Service Commission.”
- 5 GCA § 5632(c) and (d) provide the following: “(c) Disqualification of Business When an Employee Has a Financial Interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Territory, in connection with any:
  (1) judicial or other proceeding, application, request for a ruling or other determination;
  (2) contract;
  (3) claim; or
  (4) charge or controversy; in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise, or which is the subject of the employee’s official responsibility, where the Territory is a party or has a direct and substantial interest.

(d) Selling to the Territory After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee’s last annual salary did not exceed Twelve Thousand Dollars ($12,000.00), to engage in selling or attempting to sell supplies, services other than personal services, or construction to the Territory for ninety (90) days following the date employment ceased.

The term sell as used herein means signing a bid, proposal, or contract; negotiating a contract, contracting any employee for the purpose of obtaining, negotiating or discussing
changes in specifications, price, cost allowances or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee’s employer is a contractor with this Territory, nor shall a former employee be precluded from serving as a consultant to this Territory.”

- 4 GCA § 15201 states: “No employee shall solicit, accept, or receive, directly or indirectly, any gift valued singly or in the aggregate from a single source in excess of $200, whether in the form of money, prize, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, when a reasonable person would infer that the gift is intended to influence the employee in the performance of that individual's official duties or is intended as a reward for any official action on that individual's part.”

- 4 GCA § 15204 (a), (b), (c), and (d) provide: “No employee shall use or attempt to use an official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for himself or herself, a spouse, children, or others, including but not limited to the following:

(a) seeking other employment or contract for services by the use or attempted use of the individual's office or position;

(b) accepting, receiving, or soliciting compensation for the performance of official duties or responsibilities except as provided by law;

(c) using government time, equipment, or other facilities for private business purposes;

(d) soliciting, selling, or otherwise engaging in a financial transaction with a subordinate or a person or business whom the employee inspects or supervises in official capacity.”

- 4 GCA § 15205 (a), (b), (c), (d), and (e) provide: “Conflicts of Interest.

(a) No employee shall take any official action directly affecting:

(1) business or other undertaking in which the employee has a financial interest; or

(2) private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity. A department head who is unable to be disqualified on any matter described in item (1) or (2) of this Subsection may be in violation of this Subsection even if the individual has complied with the disclosure requirements of § 15208; and a person whose position on a board, commission or committee is mandated by statute, resolution or executive order to have particular qualifications shall only be prohibited from taking official action that directly and specifically affects a business or undertaking in which such person has a financial interest; provided that the financial interest is related to the member's particular qualifications.

(b) No employee shall acquire financial interests in any business or other undertaking which the employee has reason to believe may be directly involved in official action to be taken by the employee.

(c) No employee shall assist any person or business or act in a representative capacity before any territorial agency for any compensation in any transaction involving the Territory.

(d) No employee shall assist any person or business or act in a representative capacity for a fee or other compensation to secure passage of a bill or to obtain a contract, claim, or
other transaction or proposal in which the employee has participated or will participate as an employee, nor shall the employee assist any person, or business, or act in a representative capacity for a fee or other compensation on such bill, contract, claim, or other transaction or proposal before the Legislature or territorial agency of which the individual is an employee.

(e) No employee shall assist any person or business or act in a representative capacity before a territorial agency for a fee or other compensation, on any bill, contract, claim, or other transaction or proposal involving official action by the agency if the employee has official authority over that agency unless such employee has complied with the disclosure requirements of § 15208.”

- 4 GCA § 15206 states: “Contracts.

(a) A territorial agency shall not enter into any contract with an employee or with a business in which an employee has a controlling interest, unless the contract has been awarded through an open, public process. A territorial agency may, however, enter into such contract without resort to competitive bidding process when, in the opinion of the General Services Agency or the procurement officer of that branch of government, the property or services does not fall within the purview of competitive bidding; provided that written justification for the non-competitive award of such contract be made a matter of public record and shall be filed with the Guam Ethics Commission at least ten (10) days before such contract is entered into. With regards to members of boards, commissions, and committees, this Subsection shall apply only to contracts entered into between a business in which a member has a controlling interest and a territorial agency in which the board, commission, or committee to which the individual is appointed has jurisdiction.

(b) A territorial agency shall not enter into a contract with any person or business which is represented or assisted in a material manner in the matter by a person who has been an employee of that agency within the preceding twelve (12) months and who participated while in territorial office or employment in a material manner in the matter with which the contract is directly concerned.”

The government’s COI Guidelines embody the intent of encouraging competition through openness, impartiality, and public disclosure of relevant information (and the avoidance of conflicts of interest) as described in Guam’s Procurement Law, Title 5, Chapter 5, Article 11, Ethics in Public Contracting; Title 4, Chapter 15, Standards of Conduct for Elected Officials, Appointed Officers, and Public Employees of the government of Guam, The Guam Department of Administration Personnel Code of Conduct and The government’s aforelisted Standards of Conduct Policies or any other applicable governmental ethics policies.

The one-year prohibition against a Public Employee having a direct beneficial financial interest in a public contract as provided in 5 GCA § 5632(b) would generally preclude the person from working under the public contract and from representing the Offeror in dealings with the public agency for whom the person had worked. Sharing in the general profits of the Offeror (such as a year-end bonus for overall corporate profits) is likely not a direct beneficial financial interest, however, a bonus or other compensation paid just on the basis of the public contract would be subject to the prohibition.

**Standards of Conduct for Offerors and Contractors, and Organizational Conflicts of Interest Policy**
It is the policy of the government to avoid, neutralize, or mitigate organizational conflicts of interest that might exist for all procurements. Each individual contracting situation shall be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The principles underlying this policy are: (1) preventing the existence of conflicting roles that might bias an Offeror’s judgment; and (2) Preventing unfair competitive advantage. In addition to the other situations described in these COI Guidelines, an unfair competitive advantage exists where an Offeror competing for award of any government contract possesses: (1) proprietary information that was obtained from a Public Employee without proper authorization; or (2) source selection information that is relevant to the contract but is not available to all competitors, and such information would assist that Offeror in obtaining the contract.

The following situations constitute organizational conflicts of interest. This listing is not exhaustive:

- A conflict of interest exists when an Offeror that provides systems engineering and technical direction for a system is awarded a contract to supply the system or any of its major components; or is a subcontractor or consultant to a supplier of the system or any of its major components; even if the Offeror did not have overall contractual responsibility for the system’s development, its integration, assembly, and checkout, or its production. In this example, systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors’ operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system’s basic concepts and supervising their execution by other contractors. Therefore, this Offeror should not be in a position to make decisions favoring its own products or capabilities.

- A conflict of interest exists when an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation covering non-developmental items, to be used in a competitive procurement, and also submits a proposal or bid to be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial contract.

- If a single contractor develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation for non-developmental equipment, that contractor should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way the government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.
• When an Offeror develops, prepares, furnishes, or drafts any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation to be used in competitively acquiring a system or services, or provides material leading directly, predictably, and without delay to such a statement of work, scope of services, or technical specifications, it is a conflict of interest if that Offeror submits a Proposal or bid to supply the system, major components of the system, or the services, unless:
  (i) It is the sole source;
  (ii) It has participated in the development and design work; or
  (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

• Agencies should normally prepare their own statements of work, and scopes of services. When contractor assistance is necessary to develop, prepare, furnish, or draft any specifications, requirements, statements of work, scope of services, invitations for bids, or requests for proposals related to a solicitation, the contractor is in a position to favor its own products or capabilities. To overcome the possibility of bias, Offerors are prohibited from supplying a system or services acquired on the basis of a statement of work or scope of services growing out of their services, unless:
  (i) It is the sole source;
  (ii) It has participated in the development and design work; or
  (iii) More than one contractor has been involved in preparing the statement of work, scope of services, or technical specifications.

• It is a conflict of interest for a contractor to participate in the evaluation of products or services that it offers. Contracts for the evaluation of offers for products or services shall not be awarded to an Offeror that will evaluate its own offers for products or services, or those of a competitor.

The following situations are not considered to constitute organizational conflicts of interest. This list is not exhaustive:

• In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the government. In many instances the government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence this is not considered an organizational conflict of interest.

• It is not an organizational conflict of interest for Offerors that furnish, at government request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product.
• It is not an organizational conflict of interest where Offerors, acting as industry representatives, help government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by government representatives.

It is further the policy of the government to restrict Offeror’s use of confidential or proprietary information obtained from previous affiliations with the government or the Department of Corrections when competing for government contracts. When a contractor requires proprietary information to perform a government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information: (1) furnished voluntarily without limitations on its use; or (2) available to the government or contractor from other sources without restriction.

In addition, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Offeror shall provide the Department of Corrections with copies of these agreements and ensure that they are properly executed.

Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage, and must disclose these relationships to the Department of Corrections on the COI Disclosure Form.

Specific Federal Standards—Procurements Related to Design-Build and Design-Bid-Build

Pursuant to 23 USC § 112(b)(3), the FHWA has promulgated administrative rules that affect federally funded Design-Build procurements and related procurements. These rules, which are in Chapter 23 of the CFR pt. 636, are used as the basis for The Department of Corrections’s guidelines on the subject and specifically regulate both Organizational and Individual Conflicts of Interest. The government’s COI Guidelines incorporate a number of concepts from these federal provisions.

The primary rule governing Organizational Conflicts of Interest in Design-Build transactions is 23 CFR § 636.116. This rule affects not only Design-Build procurements, but also “any contract for engineering services, inspection or technical support in the administration of the Design-Build contract.” Following is a summary of this federal rule (The government of Guam’s COI Guidelines apply this rule to design-bid-build and non-A&E activities as well):

Generally, a consultant who assists the state in preparing a Request for Proposals (RFP) document may not, subsequently, propose in response to the RFP. However, the state may determine that the consultant does not have a conflict of interest for a subsequent Procurement, if the consultant furnished only “low-level” documents that were incorporated into the RFP and made available to all offerors, and did not assist the state in the development of instructions to offerors or evaluation criteria for the RFP. These Design-Build regulations also apply to “improper business practices and personal conflicts.
of interest” of the government’s selection team members. 23 CFR § 636.117 indicates that Federal Acquisition Regulations (“FARs”---specifically 48 CFR pt. 3, Improper Business Practices and Personal Conflicts of Interest) will apply to the state’s selection team members in the absence of relevant state laws and procedures. These regulations require government business to be “above reproach,” conducted “with complete impartiality and with preferential treatment for none” and with “the highest degree of public trust and an impeccable standard of conduct” to avoid “even the appearance of a conflict of interest.” In design-bid-build transactions, where engineering services are procured separately from the construction services, ordinarily the consulting Offeror providing the engineering services is not eligible to bid on the construction work for the Project.

No Offeror or any Associate of an Offeror in connection with a Transportation Project shall have, directly or indirectly, any interest, other than his employment or retention by a State or other governmental instrumentality, in any Contract in connection with such Project. No firm or an Associate of an Offeror shall have, directly or indirectly, any interest in any real property acquired or to be acquired for a Project unless such interest is openly disclosed upon the records of the government and such Offeror or Associate has not participated and will not participate in such acquisition for and in behalf of the government (see 23 CFR § 1.33).

Specific Federal Standards - National Environmental Policy Act (NEPA)

No Offeror preparing or providing environmental analysis or impact documents relating to a Project, including draft and final Environmental Assessments (EA) or Environmental Impact Statements (EIS) may have a financial or other interest in the outcome of the Project. A financial or other interest in the outcome of the Project includes any known benefits other than general enhancement of professional reputation, and includes any agreement, enforceable promise, guarantee or expectation of future work on the Project as well as any indirect benefit the Offeror is aware of such as if the Project would aid proposals sponsored by the Offeror’s other clients. Compliance with 40 C.F.R. 1506.5(c) is required, which includes the requirement for a COI disclosure statement from each Offeror establishing that the Offeror does not have a financial or other interest in the Project.

4. COI Considerations Related to Previous Work on Projects.

No Offeror that has previously performed services on behalf of the government for a Project may be a Proposer or participate as an equity owner, team member, Subcontractor of or to a Proposer on the Project, or have a financial interest in any of the foregoing entities with respect to the Project, unless the government is satisfied in its sole discretion that:

(a) such services were completed prior to initiation of the Procurement for the Project (exceptions may apply for NEPA services on a case-by-case evaluation of the project specifics against the applicable CFRs);

(b) such services included only Low-Level Documents and did not include development of instructions to offerors or evaluation criteria for the RFP;

(c) such services did not provide the Offeror with access to or knowledge of government confidential or inside information that could provide an unfair competitive advantage with respect to the Procurement;
(d) the prior Contract and information provided to the Offeror in the performance of its services are either irrelevant to the Procurement or are available on an equal and timely basis to all Offerors;

(e) the work product from the Offeror incorporated into or relevant to the Procurement is available through Public Disclosure on an equal and timely basis to all Offerors; and

(f) any environmental documents prepared by the Offeror have been determined to be objective, and that the government demonstrated independent decision-making authority during the environmental process.

In such instances where the government is satisfied in the manner described above, the government may still, in its sole discretion, restrict the scope of Procurement services for which the Offeror shall be eligible to perform in order to further the intent and goals of these COI Guidelines.

Public Disclosure of services or products is an important consideration in determining if an Organizational Conflict-of-Interest exists. All COI Disclosure Forms will be considered public records, as permitted under Guam’s Procurement Law.

5. COI Disclosure Process.

An Offeror shall certify its compliance with these COI Guidelines at the time of submitting a Proposal to the government, during the Procurement Process, and during the time of performance of any awarded Contract with the government. If submittal of COI Disclosure Form(s) is required per these COI Guidelines or a specific Procurement or Contract, an Offeror shall represent the correctness of a completed COI Disclosure Form. If an Offeror has any changes to its staffing or organization (whether before or after entering a Contract) that result in an Actual, Apparent or Potential Conflict-of-Interest (Individual or Organizational) per these COI Guidelines or per the criteria of any COI form associated with a particular Procurement or Contract, any such changes shall be disclosed within ten (10) business days via submittal of a Correct and signed COI Disclosure Form.

An Offeror shall assure that any COI Disclosure Form it submits includes any information required to be disclosed by its Subcontractors and other Associates, on behalf of the Offeror. An Offeror may submit either the Subcontractors’ separate COI Disclosure Forms or incorporate Subcontractor information into its own COI Disclosure Form. The disclosure required with the proposal applies the prime and all proposed Subcontractors that are identified or anticipated at the time of proposal submission.

The identification, assessment, and management of Actual or Potential Conflicts of Interest are joint tasks among the government, the Offeror and the Offeror’s team. An Offeror must work together with the government in an atmosphere of candor and accountability during the period of negotiation or performance of the Contract with the government. The government makes the final determination as to the adequacy of any COI disclosures or COI management plan offered by the Offeror.

The government’s COI determination is based on a number of factors such as:

- Situational Facts – description of the situation and all known facts specific to the actual or perceived COI
- Type of Work - specific product or service and Contract(s) involved
- Relationship to Management - specific interactions with the government decision-makers
Public Disclosure - timing and availability of product or service
The specific facts disclosed in any COI situation will be unique to that situation. Therefore, the decisions and conclusions reached in one situation may or may not be directly applicable to another. For example, the definition of “low-level” documents does not isolate an Offeror producing such documents from a potential COI situation. The ultimate determination will take into account the other factors described above.

The government offers the following examples to better illustrate conflict of interest situations that may arise during the course of the performance of a Personal Services Contract, Purchase Request, Purchase Order, or any Contract entered into between the government and an Offeror, or during any government of Guam Procurement process, in order to provide guidance to Offerors as they determine if their specific situations warrant disclosure, evaluation, and management.

1. A Design-Build solicitation requires the responding teams to propose how to manage site features that were uncovered by a geotechnical engineering Offeror. The Offeror’s reports to the government on the Project are available to the public. A multi-specialty engineering Offeror that is the parent company of the geotechnical engineering Offeror submits a proposal to design the overall Project. Depending on the particular mitigating facts, the government might determine in writing that the multi-specialty engineering Offeror is eligible to propose.

2. The government seeks comprehensive project management services for a series of Transportation Projects. One of the proposing Offerors employed a senior official from the government who played a significant role in providing direction for the solicitation, six months ago. The government initially assesses this situation as a potential Organizational Conflict-of-Interest and provides information to potential Offerors of this assessment through an addendum to the RFP. In its proposal, the Proposer provides mitigating information and written assurances that this individual works in an area of the company that will not be working on their program management proposal and that the individual will be isolated inside the company from any information associated with the program, will not be lobbying The government, will not engage in any activities that would violate The government Code of Conduct Policy for the prescribed one-year period, and for a period of one year will not have a direct beneficial interest in the contract. Depending on the particular facts, the government might determine that, while the proposing Offeror has a potential Organizational Conflict-of-Interest, that conflict has been adequately mitigated and the Offeror will not be disqualified from submitting a proposal.

3. The government issues an RFP for design and oversight of an intelligent system to collect bridge tolls. The RFP provides that companies having a financial interest in the relevant telecommunications hardware will be excluded from bidding. A company under common ownership with a major electronics manufacturer desires to bid. The government initially assesses this situation as an Organizational Conflict-of-Interest, because it cannot know in advance whether the hardware products of this electronics manufacturer would be used in the Project, and the government informs potential Offerors of its concern related to this type of conflict via addendum to the RFP. In its proposal, the company offers no mitigating facts or organizational plans that address the government’s concerns about the conflict.
Depending on the particular facts, the government determines that the company has an actual conflict of interest.

4. The government seeks advice of an industry advisory committee to formulate the specifications for an information technology (IT) RFP. An IT Offeror that participated in the advisory committee wishes to submit a proposal in response to the RFP. Depending on the particular facts, the government might determine that the role of the Offeror was to represent the industry in the context of a public meeting where other Offerors were invited to submit comments, and that the Offeror therefore does not have an Organizational Conflict-of-Interest.

5. The government contracts with an A&E Offeror to develop “low-level” documents prior to establishing a schedule for a RFP in which the “low level” documents, still under development, will be used by prospective Offerors. The A&E Offeror has attended the pre-proposal meeting and wishes to propose on the RFP. The government determines that the company has a potential Organizational Conflict-of-Interest because of the fact that the low-level documents have not been made public and the Offeror will still be developing the documents during the solicitation. The company then mitigates the potential conflict of interest by suspending development of new reports during the open period of the solicitation and making all data and information sources available on a government website prior to the RFP release. The government determines that the potential conflict has been adequately managed and the Offeror will not be disqualified from submitting a proposal or being part of the proposing team.

6. The government contracts with a consulting Offeror to assist the government in the development of an RFP and sample Contract for a Design-Build Procurement for construction of certain Transportation Projects. The Offeror has close contact with the government decision-makers in the development of the evaluation criteria for the RFP and the proposed Contract terms, and that information is shared throughout the Offeror with all management and technical personnel. The Offeror will not be able to submit a proposal in the design-build Procurement, or participate as a team member with an Offeror submitting a proposal in response to the RFP.

7. The government seeks comprehensive program management services for a series of Transportation Projects. Prior to release of the RFP, the government shared its interpretation of the applicable conflict of interest requirements with the industry. One of the proposing Offerors has a related entity with a planned interest in future design-build construction work related to the transportation program. The COI Disclosure Form does not clearly state whether the related entity is a subsidiary, major partner, Subcontractor, or affiliate of a Subcontractor. The proposing Offeror describes its intent to restrict the flow of information concerning construction Projects to the related entity and thereby to its affiliate construction company but does not clarify how much information will be shared between the principal and its Subcontractors and affiliates or the controls placed on the principal Subcontractor-affiliate relationship. Furthermore, the proposing Offeror has provided mitigation information, indicating that the related entity will not participate in providing services under the program management Contract (i.e., design, source selection, award of Contract, etc.). The government may conclude the proposing Offeror does not have a conflict of interest that detracts from its eligibility for the program management award. The government may determine that the related entity has a conflict of interest in future design-build construction work related to the bridge repair and replacement program that has not been adequately mitigated by the
measures and information provided by the proposing Offeror. As a result, if the proposing Offeror is awarded the program management Contract, the related construction company will be ineligible for construction work under the program. This determination will depend upon the precise relationship between the related entity and the Proposer.

8. Completion of a project may encourage construction of a shopping center or industrial park from which an Offeror stands to benefit. If an Offeror is aware that it has such an interest in the decision on the proposal, it will be disqualified from preparing an EIS to preserve the objectivity and integrity of the NEPA process.

9. The government issues an RFP for A&E services to prepare plans, specifications, and estimate (PS&E) to replace a bridge. The PS&E will be completed as part of a design-bid-build process. One of the A&E firms proposing on the design services owns XYZ Inc., a subsidiary that provides program management services to the government under a separate contract. The government’s intent, as advertised in the RFP, is to use XYZ Inc. for administration and oversight of the A&E design services for the bridge replacement project. The A&E firm that is the parent of XYZ Inc. would be ineligible for award of the A&E design contract.

10. The government issues an IFB for construction services to replace a bridge. The replacement is being done using the design-bid-build process. One of the construction firms bidding on the public improvement project owns XYZ Inc., a subsidiary that provides construction contract administration and inspection services to the government under a separate contract. The government’s intent, as advertised in the IFB, is to use XYZ Inc. for administration and inspection of the bridge replacement project. The construction firm that is the parent of XYZ Inc. would be ineligible for award of the construction contract.

**DEFINITIONS**

The following definitions apply to these COI Guidelines and the government’s COI Disclosure Form:

“**Actual Conflict-of-Interest**” means that an individual or Offeror is unable to render impartial assistance or advice to the government, has impaired objectivity in performing the Project work, or has an unfair competitive advantage. “Actual Conflict-of-Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person’s relative or any business with which the person or a relative of the person is associated unless the pecuniary benefit or detriment arises out of the circumstances described in the ORS Chapter 244 definition for “Potential Conflict-of-Interest” (see definition below).

“**Affiliate**” (of an Offeror) means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of the Offeror.

“**Apparent Conflict-of-Interest**” means that an individual or Offeror may reasonably be perceived to have an Actual Conflict-of-Interest or a Potential Conflict-of-Interest.
“Associate” (of the Offeror) means an employee, executive, director, key project personnel, consultant, contractor, or Subcontractor, or any immediate family member of the foregoing.

“Authorization” (of the Contract). A public contract is authorized by a Public Employee if the Public Employee participated substantially in the procurement selection process or performed a significant role in the selection of an Offeror or the execution of the Contract. A significant role includes recommending approval or signing of the Contract, including serving as a reference, recommending selection or serving on a selection committee or team, or having the final authorizing authority for the Contract.

“Bidder” means a legally operating business entity submitting a bid in response to a Procurement solicitation.

“Conflict-of-Interest” or “COI” means an Individual Conflict-of-Interest or Organizational Conflict-of-Interest and includes an Actual, Potential, or Apparent Conflict-of-Interest.

“COI Disclosure Form” means a manually signed disclosure of any Actual Conflict-of-Interest, Apparent Conflict-of-Interest or Potential Conflict-of-Interest documented in the form of the government’s COI Disclosure Form.

“COI Guidelines” refers to this document and all references herein.

“Contract” means an Agreement, Contract, Purchase Request (PR), Work Order Contract (WOC), Purchase Order (PO), or any other type agreement with the government, regardless of what it may be called, for the procurement or disposal of supplies, services, or construction.

“Contractor” means a legally operating business entity that has been awarded a contract in response to a Procurement.

“Correct” means, in the context of determining the accuracy of a COI Disclosure Form, that the form, in all material respects, is complete, accurate, not misleading, and does not omit any material information.

“Offeror” means a Proposer or Bidder under a Procurement solicitation, a consultant or contractor under a Contract, or a Subcontractor at any tier of a Proposer, consultant, or contractor, and any partner or member of any of the foregoing. An Offeror includes all persons, individual or corporate, without regard to form of legal entity, and any partner or member of any of the foregoing.

“Member of the Household” (of the Public Employee) means any person who resides with the Public Employee.

“Individual Conflict-of-Interest” means that an individual has a conflict of interest because of a financial interest, gift, or other activities or relationships with other persons including but not limited to individuals with whom the individual has business, familial or household relationships.

“Interest” (in the context of a conflict of interest) means a direct or indirect interest and includes a personal as well as financial interest.

“Low-Level Document” means A&E, non-A&E and IT program or Project-related documents which provide a basic understanding of a specific aspect of the program or Project. With regard to A&E and related services, it means that the role of the consultant
or subconsultant was limited to provision of preliminary design, reports, or similar “low-level” documents that will be incorporated into the solicitation, and did not include assistance in development of instructions to offerors or evaluation criteria.

"Organizational Conflict-of-Interest" means that a relationship or situation exists whereby an Offeror or any of its Associates has past, present, or currently planned interests or activities that either directly or indirectly (through a client, contractual, financial, organizational or other relationship) may relate to the work to be performed under the proposed Contract with The government and which: (a) diminish the Offeror’s or an Associate’s capacity to give impartial, technically sound, objective assistance or advice; (b) may impair the Offeror’s or an Associate’s objectivity in performing the Contract; (c) may impair The government’s objectivity in oversight of the Contractor’s performance; or (d) may result in an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the Contract.

“Potential Conflict-of-Interest” means that an individual or Offeror, as a result of current plans, may reasonably be expected to have an actual conflict of interest. “Potential Conflict-of-Interest” means any action or any decision or recommendation by a person acting in a capacity as a public official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person’s relative, or a business with which the person or the person’s relative is associated, unless the pecuniary benefit or detriment arises out of the following: (a) an interest or membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position; (b) any action in the person’s official capacity which would affect, to the same degree, a class consisting of all inhabitants of the state or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged; or (c) membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

“Procurement” means a Request for Proposals (RFP), Request for Quotes (RFQ), Request for Information (RFI), Invitation for Bid (IFB), or any other form of solicitation or Procurement by the government.

“Project” means any proposed or existing undertaking pertaining to such programs that are assigned to the government under applicable law.

“Proposal” means a bid, proposal, or other submission appropriate to a Procurement.

“Proposer” means a legally operating business entity submitting a Proposal in response to a Procurement.

“Public Disclosure” means the work product or service (in connection with the preparation of a Procurement) is available for public review and analysis for a reasonable amount of time, typically at least thirty (30) calendar days.

“Public Employee” means any person who is serving the government of Guam or any of its political subdivisions or any other governmental body as defined in 5 GCA § 5125 as an elected official, appointed official, employee, agent, or otherwise, irrespective of whether the person is compensated for the services. (For the purposes of these COI Guidelines, all government of Guam and federal government employees are considered Public Employees under this definition.)
"Relative" (of a Public Employee) means:

- the Public Employee’s spouse or domestic partner;
- the children, siblings, spouses of siblings or parents of the Public Employee or the Public Employee’s spouse; or
- any individual for whom the Public Employee has a legal support obligation or for whom the Public Employee provides benefits arising from the Public Employee’s public employment or from whom the Public Employee receives benefits arising from that individual’s employment.

“Subcontractor” means a contractor or subcontractor at any tier lower than the awarded Contractor.
Section XIV. CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an Offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Department of Corrections of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Department of Corrections will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Department of Corrections, and the service provider shall notify the Department of Corrections when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Department of Corrections, then the Department of Corrections in its sole discretion may suspend temporarily any contract for services.

I, ____________________________ being a duly authorized representative of the
(print name)

Offeror, acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

_________________________________
(Company Name)

_________________________________   ____________________
(Signature)      (Date)
## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1. Type of Federal Action:</td>
<td>2. Status of Federal Action:</td>
<td>3. Report Type:</td>
</tr>
<tr>
<td></td>
<td>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</td>
<td>a. bid/offer/application b. initial award c. post-award</td>
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<tr>
<td></td>
<td>a. initial filing b. material change</td>
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<tr>
<td></td>
<td>For material change only: Year quarter Date of last report</td>
<td></td>
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<tr>
<td>4. Name and Address of Reporting Entity:</td>
<td>5. If Reporting Entity in No. 4 is Subrecipient, Enter Name and Address of Prime:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Congressional District, if known:</td>
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<td>6. Federal Department/Agency:</td>
<td>7. Federal Program Name/Description:</td>
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<td></td>
<td></td>
<td>CFDA Number, if applicable:</td>
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<tr>
<td>8. Federal Action Number, if known:</td>
<td>9. Award Amount, if known: $</td>
<td></td>
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<tr>
<td>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</td>
<td>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</td>
<td></td>
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<tr>
<td>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
<td></td>
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</table>

Signature: ____________________________
Print Name: ______
Title: ______
Telephone No.: _________ Date: ______

Authorized for Local Reproduction
Standard Form - L.L.L. (Rev. 7-97)
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subrecipient or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subrecipient, e.g., the first subrecipient of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subrecipient,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
SECTION XVI. POLICY# OTECH-POL2021-002

IT SYSTEM DEVELOPMENT REQUIREMENTS & SECURITY ASSESSMENT STANDARDS

** PLEASE FIND THE CURRENT POLICY DETAILS AT THE LINK BELOW. 
POLICY OVERVIEW AND INTRODUCTION ARE INCLUDED IN THIS SECTION**

## Overview

<table>
<thead>
<tr>
<th>Policy Number:</th>
<th>OTECH-POL2021-002</th>
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<tbody>
<tr>
<td>Title:</td>
<td>IT System Development Requirements &amp; Security Assessment Standards</td>
</tr>
<tr>
<td>Purpose:</td>
<td>To provide security control standards for all Government of Guam (GovGuam) Information Systems, to include all GovGuam information systems hosted outside of the GovGuam Network (GGWAN).</td>
</tr>
<tr>
<td>Authority:</td>
<td>5 GCA Chapter 1 Article 12.105 (a)(3), (a)(9), 12.109, 12.110</td>
</tr>
<tr>
<td>Publication Date:</td>
<td>January 20, 2022</td>
</tr>
<tr>
<td>Policy Approval:</td>
<td></td>
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</tbody>
</table>
  Frank LG Lujan, Jr  
  Chief Technology Officer |
| Target Audience: | The intended recipient of this policy includes all entities under the authority of the Office of Technology, pursuant to 5GCA Ch 1, Article 12.102. |
| Contact Details: | Office of Technology – Government of Guam  
  211 Aspinall Avenue  
  Hagåtña, Guam 96910  
  O: 671.635.4500  
  F: 671.472.9508  
  otech.guam.gov |
Revision History

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<th>Date of Change</th>
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<th>Summary of Change</th>
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<tr>
<td>June 2021</td>
<td>ValidUSA</td>
<td>Draft Template</td>
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<td>June 2021</td>
<td>OTECH Systems Support</td>
<td>Update policy</td>
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<tr>
<td>August 2021</td>
<td>CTO, DPM</td>
<td>Review draft, approve and disseminate</td>
</tr>
<tr>
<td>January 2022</td>
<td>CTO</td>
<td>Corrected format and typo errors</td>
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<tr>
<td>January 2022</td>
<td>OTECH Systems Support</td>
<td>Add Review &amp; Internal Audit section</td>
</tr>
<tr>
<td>January 2022</td>
<td>CTO</td>
<td>Review and Approve policy updates for dissemination.</td>
</tr>
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<td></td>
<td>Frank LG Lujan, Jr.</td>
<td>Date: January 20, 2022</td>
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Introduction

The Office of Technology (OTECH) is responsible for safeguarding all GovGuam Information Systems. Security must be considered at all stages of life cycle of an information system (i.e., feasibility, planning, development, implementation, maintenance, and retirement) to:

a. Ensure conformance with all appropriate security requirements,
b. Protect sensitive information throughout its life cycle,
c. Facilitate efficient implementation of security controls,
d. Prevent the introduction of new risks when the system is modified, and
e. Ensure proper removal of data when the system is retired.

This policy provides guidance to ensure that systems security is considered during the acquisition, development and maintenance and testing stages of an information system’s life cycle.

Third-Party Security Control Requirements

The intention of this guideline is to provide security control requirements for all GovGuam Third-Party vendors and contractors who provide external information system services to GovGuam Agencies. These standards not only cover network services, but should also extend to the people, processes, and technology required by the hosted information system.

All providers of external information system services are required to comply with the following organizational information security requirements, and organization-defined security controls in accordance with applicable state and federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.

Third-Party vendors and/or contractors, hereafter referred to as “Contractor”, are required to submit quarterly security audit reports to ensure continued security control compliance as detailed in the requirements below.
SECTION XVII. GRANT TERMS & CONDITIONS
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide” available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.
SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

   A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

   B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

      (1) this award requirement for verification of employment eligibility, and

      (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

   C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

   D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or
SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.
13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.
SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

   a. it represents that--

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (“subgrantees”) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated “high risk” by a federal grant-making agency outside of DOJ, during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

   1. If the recipient is a "State," a local government, or a "public" institution of higher education:

      A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

      B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

      C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

      D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

   2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

   3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

   4. Rules of Construction

      A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

      B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

   A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

   B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

   C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

   D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

   A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" condition.

   B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.


B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.


B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, -office, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

37. Noninterference (within the funded “program or activity”) with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"); also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

39. Noninterference (within the funded “program or activity”) with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the “program or activity” funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations—including 8 USC 1357(a), under which certain federal officers and employees “have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain” in the U.S., and 8 CFR 287.5(a), under which that power may be exercised “anywhere in or outside” the U.S.—within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of “interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States.”

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means “criminal alien.”

(2) The term “juvenile offender” means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term “criminal alien” means, with respect to a juvenile offender, an alien who is deportable on the basis of:

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term “impede” includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.
SPECIAL CONDITIONS

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term “juvenile offender” means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or
SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP’s guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP’s monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
SPECIAL CONDITIONS

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ’s Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OIP determines this regulation to be applicable. Should OIP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
SPECIAL CONDITIONS

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA’s web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
SPECIAL CONDITIONS

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

55. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

56. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
SPECIAL CONDITIONS

57. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

58. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
**SPECIAL CONDITIONS**

59. **Prohibition on use of award funds for match under BVP program**

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

60. **Certification of body armor “mandatory wear” policies**

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written “mandatory wear” policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

61. **Body armor - compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

62. **Reporting requirements**

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department’s responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA’s Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

63. **Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

64. **Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.
SPECIAL CONDITIONS

65. **JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]**

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

66. **Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

67. **Encouragement of submission of "success stories"**

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.
SPECIAL CONDITIONS

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

69. Withholding of funds: Required State Strategic Plan submission

The recipient may not obligate, expend, or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.
16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP’s guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Furthermore, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP’s monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
SPECIAL CONDITIONS

29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
SPECIAL CONDITIONS

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA’s web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
SPECIAL CONDITIONS

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a "State"

In order validly to accept this award, the prospective recipient must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the State). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a State that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the State does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, the State may submit a fully-executed award document executed by the State on or after the date of that certification.
### SPECIAL CONDITIONS

42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

   (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

   (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

   (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

   (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

   (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before
SPECIAL CONDITIONS

Award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

   A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

   B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

   C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

   D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance." award condition.

4. Rules of Construction

   A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

   B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.
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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity) with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.
46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"); also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be
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Office of Justice Programs
Bureau of Justice Assistance

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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the “Rules of Construction” and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance” award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

48. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

49. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
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50. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

51. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
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52. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

55. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP’s GMS (https://grants.ojp.usdoj.gov). Consistent with the Department’s responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA’s Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

56. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

57. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.
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58. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

59. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

60. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI’s National Incident-Based Reporting System (NIBRS), unless the FBI has certified that the recipient state is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless the evidence of NIBRS compliance has been submitted to and approved by BJA. (This condition does not apply to awards to the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, or American Samoa).
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61. Encouragement of submission of “success stories”

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be “My Success Stories.” Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

62. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required “Certifications and Assurances by the Chief Executive of the Applicant Government,” properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as “SAM”), to the designated federal integrity and performance system (currently, “FAPIIS”).

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, “FAPIIS”) within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

64. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as “Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE),” and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.
SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

   (1) this award requirement for verification of employment eligibility, and

   (2) the associated provisions in 8 U.S.C. 1324(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or
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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.
13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.
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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/Ecfr?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

   a. it represents that--

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
SPECIAL CONDITIONS

31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance” award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction” has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance” condition.

B. Both the "Rules of Construction" and the "Important Note” set out in the "Noninterference ... information-communication restrictions; ongoing compliance” condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

   A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

   B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

   C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

   D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

   A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" condition.

   B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere … information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.
# SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an “information-communication restriction” under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.


B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
**SPECIAL CONDITIONS**

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
   (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or
   (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an “information-communication restriction” under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

   A. For purposes of this condition:

   (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

   (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

   (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

   (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.


B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"); also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"); also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.
SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations—including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.—within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of:

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.
SPECIAL CONDITIONS

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.").

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term “juvenile offender” means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or
SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials." )

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
### SPECIAL CONDITIONS

43. **FFATA reporting: Subawards and executive compensation**

   The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

   This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. **Required monitoring of subawards**

   The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. **Use of program income**

   Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. **Justice Information Sharing**

   Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. **Avoidance of duplication of networks**

   To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. **Compliance with 28 C.F.R. Part 23**

   With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
SPECIAL CONDITIONS

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA’s web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
SPECIAL CONDITIONS

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

55. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

56. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
SPECIAL CONDITIONS

57. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

58. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.
SPECIAL CONDITIONS

59. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

60. Certification of body armor "mandatory wear” policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written “mandatory wear” policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

61. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.

62. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP’s GMS (https://grants.ojp.usdoj.gov). Consistent with the Department’s responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA’s Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

63. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

64. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.
SPECIAL CONDITIONS

65. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum—(1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

66. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

67. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.
SPECIAL CONDITIONS

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

69. Withholding of funds: Required State Strategic Plan submission

The recipient may not obligate, expend, or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.