

<b>SECTION A</b>	<b>SOLICITATION / OFFER / ACCEPTANCE</b>		
1. Solicitation No. <b>0974-13-005</b>	2. Date Issued <b>07/24/2012</b>	3. Award No.	
4. Issued By: <b>Lori Garofalo, Chief U.S. Pretrial Services Officer U.S. Pretrial Services 101 W. Broadway, Suite 505 San Diego, CA 92101</b>		5. Address Offer To (if other than Item 4):	

**SOLICITATION**

6. Offers in original and 1 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

**101 W. Broadway, Suite 505  
San Diego, CA 92101**

until 04:00 PM local time 08/24/2012  
*(hour) (date)*

7. For Information call:	
a. Name <b>Tisha Garcia Contracting Specialist</b>	b. Telephone <b>(619) 557-2990</b>

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**OFFER**

8. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
10. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR  12. Telephone No. (Include area code)  13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	16. <input type="checkbox"/> AWARD  Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.  17A. NAME OF CONTRACTING OFFICER  17B. UNITED STATES OF AMERICA 17C. DATE SIGNED
14. Signature  15. Offer Date	BY _____ <i>(Signature Of Contracting Officer)</i>

**SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES**

The United States District Court for the Southern District of California is soliciting a vendor to provide residential placement/treatment services. A Vendor must be capable of providing services within a geographic area encompassing San Diego County .

As a result of this solicitation the Government intends to enter into a Blanket Purchase Agreement (BPA). For this BPA, approximately 1 to 2 vendors are needed to provide the required services. The Government reserves the right to award to a single vendor.

A Blanket Purchase Agreement is a “charge account” arrangement, between a buyer and a seller for recurring purchases of services. BPAs are not contracts and do not obligate government funds in any way. A contract occurs upon the placement of a call or referral from the Probation/Pretrial Services Office and the vendor’s acceptance of the referral. Referrals will be rotated among all the vendors on the BPA. BPAs are valid for a specific period of time, not to extend beyond the current fiscal year. The total duration of this BPA, including the exercise of two 12-month options, shall not exceed 36 months. BPAs will be issued to those vendors determined to be technically acceptable and offering the lowest cost to the Government, using the Evaluation Criteria established in Section M of the Request for Proposal.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. For this solicitation, only those services marked by an "X" under the Required Services column are being solicited. Offerors shall propose on only the required services. Services proposed, but not marked as required, will not be evaluated or included under any resultant agreement. Offerors failing to provide offers on all required services marked, will be considered technically unacceptable.

Note: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per Service item under the BPA. Each vendor placed on the BPA may receive a share of the total quantity stated. However, EMQ’s are estimates only and do not bind the government to meet these estimates.

An asterisk \* indicates a requirement line item which has been modified under “Local Services.”

**URINE COLLECTION:**

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>		<b>UNIT PRICE</b>
<b>X</b>	1010	Urine Collection/Testing & Reporting	<b>2013</b>	<input type="text" value="3"/>	<input type="text"/>
			<b>2014</b>	<input type="text" value="4"/>	<input type="text"/>
			<b>2015</b>	<input type="text" value="5"/>	<input type="text"/>
			<b>Unit: Price: per specimen</b>		

**PHYSICAL EXAMINATION:**

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>		<b>UNIT PRICE</b>
<b>X</b>	4010	Physical Examination and Report	<b>2013</b>	<input type="text" value="2"/>	Actual cost
			<b>2014</b>	<input type="text" value="2"/>	
			<b>2015</b>	<input type="text" value="2"/>	
			<b>Unit: per exam</b>		

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>		<b>UNIT PRICE</b>
<b>X</b>	4020	Laboratory Studies and Report	<b>2013</b>	<input type="text" value="Unknown"/>	Actual cost
			<b>2014</b>	<input type="text" value="Unknown"/>	
			<b>2015</b>	<input type="text" value="Unknown"/>	
			<b>Unit: per test</b>		

**RESIDENTIAL PLACEMENT:**

	<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>		<b>UNIT PRICE</b>
<b>X *</b>	9905	Provision of Shelter *	<b>2013</b>	<input type="text" value="180"/>	<input type="text"/>
			<b>2014</b>	<input type="text" value="210"/>	<input type="text"/>
			<b>2015</b>	<input type="text" value="240"/>	<input type="text"/>
			<b>Unit: per day</b>		

**CONTRACTOR'S LOCAL TRAVEL:**

<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>		<b>UNIT PRICE</b>	
<b>X</b>	1401	Contractor's Local Travel by Vehicle	<b>2013</b>	<input type="text" value="Unknown"/>	JTR*
			<b>2014</b>	<input type="text" value="Unknown"/>	
			<b>2015</b>	<input type="text" value="Unknown"/>	

<b>PROJECT CODE</b>	<b>REQUIRED SERVICES</b>	<b>ESTIMATED MONTHLY QUANTITY</b>		<b>UNIT PRICE</b>	
<b>X</b>	1501	Administrative Fee	<b>2013</b>	<input type="text" value="Unknown"/>	5% of fees collected by vendor
			<b>2014</b>	<input type="text" value="Unknown"/>	
			<b>2015</b>	<input type="text" value="Unknown"/>	

\*Unit: Per mile reimbursed at prevailing rate established by Judiciary Travel Regulations for employees of the Judicial Branch of the Government.

## SECTION C. DESCRIPTION/STATEMENT OF WORK

### PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) or Federal Bureau of Prisons shall provide a Program Plan (Probation Form 45 or Transitional Services Program Plan BP-S530.074) for each defendant/offender that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each defendant/offender. The Government shall not be liable for any services provided by the vendor that have not been authorized for that defendant/offender in the Program Plan. The United States Probation Officer, United States Pretrial Services Officer, and the Bureau of Prisons staff may provide amended Treatment Program Plans during the course of treatment. The United States Probation/Pretrial Services Office, and/or the Bureau of Prisons will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

### INTRODUCTION

- A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/offenders who are drug-dependant, alcohol-dependant, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/offenders supervised by the USPO/USPSO; pretrial clients supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO, USPSO, or Bureau of Prisons).
- B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.
- C. The government will refer clients on an “as needed basis” and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

### DEFINITIONS

- A. **“Offer”** means **“proposals”** in negotiation.
- B. **“Solicitation”** means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.
- C. **“Government”** means United States Government.
- D. **“Director”** means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of “Director” manifestly shows that the term was intended to refer to some other office for purposes of that section), and the term “his duty authorized representative” means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

- E. **“Authorized representative”** means any person, persons, or board (other than the Contracting Officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.
- F. **“Contracting Officer”** means the person designated by the Director or his duly authorized representative to execute this Agreement on the behalf of the Government, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.
- G. **“Client”** means any drug dependent pretrial release, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or treatment and/or mental health treatment while under the supervision of the Federal Probation System.
- H. **“Probation Officer”** (i.e., USPO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. “Probation Officer” refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.
- I. **“Chief Probation Officer”** (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court’s probation staff. For the purpose of the contract, the “Chief Probation Officer” acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- J. **“Pretrial Services Officer”** (i.e., USPSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. “Pretrial Services Officer” refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.
- K. **“Chief Pretrial Services Officer”** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court’s pretrial services staff. For the purpose of the contract, the “Chief Probation Officer” acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- L. **“Designee”** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental health treatment matters.
- M. **“Federal Bureau of Prisons”** The federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and residential re-entry centers who have been sentenced by the federal courts.

- N. **“Clarifications”** are limited exchanges, between the Government and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- O. **“AOUSC”** - Administrative Office of the U.S. Courts.
- P. **“USPO/USPSO”** -U.S. Probation Officer/U.S. Pretrial Services Officer.
- Q. **“Probation Form 17”** - U.S. Probation Travel Log.
- R. **“Probation Form 45”** - Treatment Services Program Plan.
- S. **“Probation Form 46”** - Monthly Treatment Record.
- T. **“NIDT”** - Non-Instrumented Drug Testing Device.
- U. **“COTR”** - Contracting Officer Technical Representative.
- V. **“Case Staffing Conference”** - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.
- W. **“DSM”** - Diagnostic and Statistical Manual of Mental Disorders.
- X. **“Co-payment”** - Any payment from an offender/defendant or third party reimbursement.
- Y. **“OPPS”** - Office of Probation and Pretrial Services, Administrative Office of the U.S. Courts.

## **MANDATORY REQUIREMENTS**

For Project Codes in Section B, the corresponding paragraphs in this statement of work shall be considered mandatory requirements, as well as the sections listed below:

Defendant/Offender Reimbursement and Co-payment  
 Deliverables  
 Notifying USPO/USPSO of Defendant/Offender Behavior  
 Staff Requirements and Restrictions  
 Facility Requirements  
 Local Services \*

## **I. PROVISION OF SHELTER (9905)**

The vendor shall provide residential placement for defendants or material witnesses on pretrial release as an alternative to detention. Defendants placed in housing can include defendants who are: (1) transient and lack housing facilities, (2) are in need of close surveillance monitoring, (3) may be considered a risk of making their future court commitments, and/or (4) a potential menace to the community if not required to be in residential placement. Under an agreement with U.S. Probation/Pretrial Services, the contractor shall provide services in a manner consistent with the U.S. Probation/Pretrial Services Office's mission, which includes appropriately balancing community safety and risk of nonappearance with protection of individual liberties; ensuring defendant compliance with court ordered conditions through community-based supervision and partnerships; and facilitating long term, positive changes in defendants through proactive interventions.

### **A. Administration and Organization**

The vendor shall:

- (1) Hold meetings at least monthly with facility staff to foster communication, establish policy, discuss problems, ensure compliance with requirements, and implement programs. Minutes from these meetings shall be kept and made available to the U.S. Probation /Pretrial Services Office upon request.
- (2) Maintain a current written operations manual that shall be available to, and reviewed, at least annually, by the facility staff. The manual shall describe the purpose, philosophy, program service, and policies and procedures of the facility for all elements of work contained herein. The vendor must operate according to this manual. On an as-needed basis, but not less than annually, the vendor shall update the manual to reflect current policy and provide a copy of the manual to the U.S. Probation/ Pretrial Services Office.
- (3) Have a written system for disseminating new or revised policies or procedures to staff, volunteers, and if appropriate to defendants, and notify the U.S. Probation/Pretrial Services Office of such.
- (4) Conduct an internal audit of the program on at least an annual basis. Written findings and a plan describing corrective actions shall be forwarded to the Contracting Officer within the U.S. Probation/Pretrial Services Office within 30 days following the completion of the audit.
- (5) Have and follow a written policy addressing conflicts of interest, including a prohibition against facility employees using their official position to secure privileges or advantages.
- (6) Maintain liability and property insurance for the facility and equipment throughout the term of the BPA.

- (7) Ensure that under no circumstances shall a defendant be in a position of control or authority of other defendants.
- (8) Ensure that physical force be used by facility staff only in instances of justifiable self-defense or for the prevention of loss or damage to property, or to prevent a federal defendant from self-inflicted harm. Safety of defendants and staff shall be given highest priority, however, only the degree of force necessary to control the situation is allowed; excessive force is prohibited. The vendor shall provide immediate notification of any physical force incident involving a federal defendant and will provide a follow-up written report within 24 hours of the incident to the Contracting Officer in the U.S. Probation/Pretrial Service Office.
- (9) Have and implement a written policy that prohibits the use or possession of lethal weapons in the contract facility.
- (10) Provide for the translation of facility rules, emergency diagrams, and other related documents into a foreign language as required by the composition of the defendant population.
- (11) Ensure that defendants are not used for medical, pharmaceutical, or cosmetic experiments.
- (12) The vendors shall not deviate from the provisions of the Statement of Work without prior written permission of the Contracting Officer.
- (13) Notify the Chief Pretrial Services Officer or his/her designee immediately upon receipt of a request or contact from any media representative, or any person who is to gather or report news for a newspaper, magazine, national or international news service, or radio or television program. Contacts and requests include, but are not limited to, interviews, visits or impromptu questions with staff or defendants. No information shall be provided to the media prior to notifying the Chief Pretrial Services Officer.

**B. Referral and Intake Processing**

The vendor shall:

- (1) Ensure that the U.S. Probation/Pretrial Services Office provides a completed Probation Form 45 to the director (or designee) of the housing facility prior to accepting a referral.
- (2) Inform the U.S. Probation/Pretrial Services Office in writing within 24 hours after receipt of the Probation Form 45 as to the decision to accept or deny placement of a defendant into the housing facility after being provided with background information on the defendant.

- (3) Intake process shall include:
  - a. Prepare an initial intake form which includes, at a minimum: name, home address, date of birth, reason for referral, whom to notify in case of emergency, date information is gathered, name of referring source and officer, special medical needs or problems, disposition of personal property in leaving the facility or death, personal physician (if any), and the signature of both the defendant and staff member taking the information. This form shall be placed in the front section of the defendant's file to facilitate easy access by staff.
  - b. Collect first urine specimen if such has been authorized on the Probation Form 45.
- (4) Ensure that upon admission to the housing facility, each defendant receives a copy of the established rules and regulations of the facility. Copies of these documents shall also be posted at a prominent location, accessible to all defendants of the facility. The defendant file shall contain a receipt, signed by the defendant, stating that the defendant has received, and understands, the contents of the rules and regulations.

\* Note: See Local Services for additional requirement

C. **Authorized Absences:**

The vendor shall:

- (1) If approved by the USPSO/USPO, documented and communicated to the vendor, grant leave for employment and other approved program activities (e.g., seeking employment, court approved furlough, eating of meals off site, attending religious services, meeting with attorney, attending court, etc.).
- (2) Authorize a defendant to leave the facility through a sign-out procedure. Sign-out procedures must be approved in writing by the U.S. Probation/Pretrial Services Office. (See **Security and Accountability below.**)
- (3) With the USPSO/USPO's documented approval, grant a defendant's request to operate motor vehicles if proof of licensing, valid insurance, and registration are provided to the director of the housing facility. The director or their designee shall maintain copies of these records in a defendant's file. Driving privileges shall be granted only for approved activities as listed in C.(1).
- (4) Charge one half of the daily rate stated in Section B when defendants are on approved leave from the facility of 24 hours or more. This amount shall preserve the defendant's residential place at the facility during approved leave.

D. **Security and Accountability**

The vendor shall:

- (1) Maintain a defendant accountability program which ensures every defendant is accounted for while in the facility. The expected results are that continuous defendant accountability and safety are maintained through a system of reasonable and accurate controls. An accountability and security inspection plan provides a safe and secure environment for both staff and defendants. The program shall control the introduction of contraband; ensure the facility's safety and security; prevent defendants from leaving the facility unauthorized and undetected; maintain sanitary standards; and eliminate fire and safety hazards.
- (2) Monitor and control access to the center's sign-in/sign-out log for defendants and any visitors.
- (3) Establish procedures for locating and verifying the whereabouts of a defendant at all times when away from the facility. The procedures shall include a formal sign-in/sign-out log sheet for each defendant. Each log sheet shall contain: the defendant's name, time out, destination, purpose of the leave, scheduled return time, a section for special comments, notation of USPSO/USPO who authorized leave, and certification of staff's signature or initials. The contractor will contact the defendant either telephonically or in-person at random times, at work, home, or authorized destination to maintain accountability throughout the sign-out time(s). This shall occur at least twice a day. These contacts should be made discreetly in order to comply with disclosure and confidentiality requirements.

\* Note: See Local Services for additional requirement

E. **Response to Noncompliance Behavior:**

The vendor shall:

- (1) Take necessary steps to protect staff and other defendants at the facility. Any apparent violation or infraction by a defendant shall be reported to the USPSO/USPO immediately to resolve the violation or initiate immediate court intervention and/or action. If a defendant is involved in a serious infraction of rules and regulations, the defendant shall be confined to his/her room within the facility until the USPSO/USPO can be notified for appropriate action. At the time an infraction is reported to the USPSO/USPO, the director of the housing facility or their designee shall recommend, in writing, appropriate disciplinary action to the USPSO/USPO.

- (2) Notify the USPSO/USPO immediately if the defendant deviates from his/her approved scheduled leave from facility, or fails to return to the housing facility at the time prescribed, or absconds from the facility. If a defendant returns after being placed on absconder status, then the procedure identified in E.(1) of this section will apply.

F. **Co-payments**

The vendor shall:

- (1) Collect co-payments from defendants to defray the expenses to the Government. Unless otherwise waived by the Court and/or the USPSO/USPO, the vendor shall collect 25% of each defendant's **gross income** (rounded down to a whole dollar amount), however, in no event shall the vendor collect payments from defendants that exceed the vendor's daily rate. Acceptable forms of co-payment include: money orders, certified checks, and/or cashier's checks (cash is not an acceptable type of payment). Postal money orders are preferred.
- (2) Provide defendants with receipts for co-payments collected and maintain copies of the receipts in the defendant's file, along with copies of all pay stubs collected. The receipt shall indicate the amount collected, gross income, and time period covered.
- (3) Collect prorated co-payments for any partial weeks of residency based on number of days at the facility from last co-payment, and income during that same time.
- (4) Ensure the amounts collected in co-payments are subtracted from the total amount of the monthly bill sent to the U.S. Probation/Pretrial Services Office.
- (5) Contact the Chief U.S. Probation/Pretrial Services Officer or his/her designee, in cases of extreme hardship to determine if a subsistence waiver can be approved, or subsistence payments modified.
- (6) Document all exchange of monies between defendants and vendor.

G. **Alcohol Testing:**

The vendor shall:

- (1) Establish an appropriate level of monitoring and testing to ensure adequate control of alcohol use, and upon reasonable suspicion of alcohol abuse. Testing shall be conducted in accordance with the program rules and regulations and as directed by the USPSO/USPO.

- (2) Provide a reliable testing instrument and ensure that staff using the testing instrument is familiar with its operation as outlined in the manufacturer's operating instructions. If a positive alcohol test results, or the test is refused, the staff shall report the positive test or refusal to the USPSO/USPO immediately. Disciplinary Action proceedings will be addressed pursuant to Section E. (1).
- (3) Maintain a log indicating those defendants subjected to the test, the staff member performing the test, the reason for the test, the test being performed and results, and if the defendant refused to submit to the test.

**NOTE:** All prices associated with these tests shall be factored into the unit price for Provision of Shelter.

H. **Staff Qualifications**

The vendor shall:

- (1) Have adequately trained and physically able, paid staff who are fully clothed, awake and alert, on the premises to provide twenty-four (24) hour coverage, seven (7) days a week.
- (2) Provide for the appropriate supervision of federal defendants and the orderly running of the facility. A minimum ratio of one staff member for every twenty-five residents (1:25) shall be ensured at all times.
  - (a) The contractor shall maintain the staff/resident ratio specified in the contract throughout the performance of the contract unless otherwise indicated by the Chief U.S. Probation/Pretrial Services Officer or his/her designee.
  - (b) The contractor shall notify the Chief U.S. Probation/Pretrial Services Officer or his/her designee of any unforeseen circumstances which may affect the safety, security or orderly running of the facility.
- (3) Ensure that the head of the facility (director, facility manager, or whatever title the individual with overall authority holds) possesses either a baccalaureate degree in a social or behavioral science together with one year of related experience, or five years of experience in correctional supervision or management.
- (4) Ensure that all key personnel are full-time employees (full-time employment is defined as 40 hours per week). Key personnel are defined as those individuals holding the positions of the facility head, case manager/counselor or other titled individuals in equivalent positions. Any proposed changes of key personnel shall be submitted for approval to the Contracting Officer.

- (5) Keep written position descriptions that accurately describe current duties for all staff performing services under this Blanket Purchase Agreement.
- (6) Establish minimum employment qualifications for all staff performing services under this agreement.
- (7) Provide staff with at least 20 hours of annual refresher training relating to the operation of the facility. The contractor shall document the training topics, date, time and participants. The training shall at least cover the following topics:
  - Emergency plans;
  - Staff integrity and ethics;
  - Accountability and security procedures;
  - Life, safety and emergency procedures;
  - Prevention, identification, and handling of sexual abuse/assault incidents, and sexual harassment;
  - Basic first aid
- (8) Concentrate case management staff during hours when most defendants are present at the facility.

I. **Facility Location**

The vendor shall:

Provide a facility located within one mile of public transportation, or the vendor shall furnish transportation for defendants to public transportation or employment and/or program participation activities at no charge to the Government.

J. **Code Compliance**

The vendor shall:

- (1) Comply with all applicable (e.g., building, sanitation, health, fire, electrical, zoning) local, state and federal laws, ordinances and codes.
- (2) Provide upon request of the Contracting Officer in the U.S. Probation/Pretrial Services Office, copies of inspection certificates or licenses indicating compliance or non-compliance with subsection J.(1) above.

K. **Facility Requirements**

The vendor shall:

- (1) Provide well-lighted and ventilated living quarters.
- (2) Supply each defendant with a bed, mattress and one closet or metal locker which provides for adequate space for the storage of personal items.

- (3) Supply each defendant with a complete set of bed linens and towels which are exchanged or washed weekly.
- (4) Provide toilet, wash basin and bathing facilities on the premises. The contractor shall ensure there are adequate lavatory facilities to accommodate the facility population. Showers and wash basins shall have both hot and cold water.
- (5) Ensure that defendants are afforded a reasonable degree of privacy. The facility shall provide for separate sleeping, bathing, and toilet facilities for male and female residents.
- (6) Ensure the facility(ies) have adequate access for defendants/offenders with physical disabilities.
- (7) Provide private meeting space in the facility to accommodate defendant meeting with pretrial services/probation officers, attorneys and counselors who may be brought in by probation/pretrial services to meet with defendants.
- (8) Provide space and furnishings for activities such as group meetings, visits, and recreation in the facility.
- (9) Provide operable laundry facilities to all defendants at no additional charge to the defendant or government.
- (10) Provide a dining area, regardless of the food service method utilized, that is not part of an establishment that serves alcoholic beverages.
- (11) Provide pay telephone facilities which are accessible to defendants on the facility's premises.

L. **Emergency Plan**

The vendor shall:

- (1) Have and implement a written emergency and evacuation plan and diagrams (e.g., fire, natural disaster and severe weather) that are communicated to each arriving defendant, posted conspicuously in the facility, and reviewed or revised annually.
- (2) Conduct quarterly evacuation drills when a representative number of defendants are present and document such.
- (3) Train all facility personnel to implement the emergency and evacuation plans.

M. **Safety Precautions**

The vendor shall provide:

- (1) At least two means of exit from each floor in the facility.
- (2) Smoke detectors on each floor to ensure complete and prompt coverage.
- (3) Electrically lighted exit signs and egress routes with backup battery-powered emergency lighting.
- (4) Portable fire extinguishers throughout the facility appropriately rated and classed (i.e., Rated 2A; Class A extinguisher per 6,000 square feet for light hazard occupancy with a maximum travel distance of 75 feet to an extinguisher).
- (5) Clean and sanitary facilities and surrounding areas, and clear hallways, stairs and exits.
- (6) Fire inspections and testing of fire equipment by the equipment representative are conducted in accordance with state and local laws, ordinances, and codes.
- (7) No mattresses or pillows shall contain polyurethane or polystyrene and shall be nonflammable.
- (8) Hazardous materials (e.g., paint adhesives, thinners) are stored in secure metal containers away from areas such as sleeping quarters, kitchens, furnaces, stairwells, and exits.

N. **General Food Service**

The vendor shall:

- (1) Provide meals for defendants whose work schedule prevents them from eating at designated meal time.
- (2) Provide daily reasonable food selections.
- (3) Provide nutritious, varied and balanced sack lunches for defendants who will be working at meal time.
- (4) Prepare menus at least a week in advance and keep menus for three months.
- (5) Have a registered dietitian or physician annually approve the nutritional value of fixed menus, and semiannually approve non-fixed menus and document such.
- (6) Plan diets according to physicians requirements, if applicable.
- (7) Ensure all persons preparing food comply with applicable federal, state, and local health laws, codes, and regulations.

O. **U.S. Food and Drug Administration (FDA)**

The U. S. Food and Drug Administration (FDA) publishes the *Food Code*, a model that assists food control jurisdictions at all levels of government by providing them with a scientifically sound technical and legal basis for regulating the retail and food service segment of the industry (restaurants and grocery stores and institutions such as nursing homes). Local, state, tribal, and federal regulators use the *FDA Food Code* as a model to develop or update their own food safety rules and to be consistent with national food regulatory policy.

*FDA Food Code* is available at: <http://www.cfsan.fda.gov/~dms/fc05-toc.html>

At a minimum, the vendor shall comply with the standards set forth in the most recent version of the *FDA Food Code*.

The vendor shall:

- (1) Keep food free from spoilage, filth or other contamination and safe for human consumption.
- (2) Serve food hot at meals if such food is cooked and customarily consumed hot.
- (3) Transport food in covered steam trays or similar conveyances if served away from preparation site.
- (4) Not store food containers under exposed and unprotected sewer lines or water lines (except automatic fire protection sprinkler heads) or in toilet rooms or vestibules.
- (5) Keep displayed food at an internal temperature of 45 Degrees Fahrenheit or below, or at an internal temperature of 140 Degrees Fahrenheit or above (whichever applies), except 130 Degrees Fahrenheit for rare roast beef.
- (6) Not permit persons to work in any capacity in food service if they: are infected with a communicable disease that can be transmitted by food; are carriers of organisms causing such disease; have boils, infected wounds or acute respiratory infections; and there is a likelihood of such persons contaminating food or food contact surfaces with pathogenic organisms or transmitting disease to other persons.
- (7) Require employees to: thoroughly clean their hands and exposed portions of their arms with soap and water before and during work and after smoking, eating, drinking or using the toilet; keep their fingernails clean and trimmed; and tie or net long hair or beards.

- (8) Wash, rinse and sanitize tableware after each use.
- (9) Protect clean and sanitized equipment from contamination by touching only handles on spoons, knives and forks; and by not touching surfaces of cups, glasses, bowls, plates and similar items contacting user's mouths.
- (10) Keep garbage and refuse in durable, easily cleanable, non-leaking, insect and rodent-proof containers that do not absorb liquids.
- (11) Use effective means and keep the premises in such condition so as to minimize the presence of rodents, flies, cockroaches and other insects and to prevent their feeding.

P. **Vendor Meals Served in Restaurants**

The vendor shall:

Ensure that restaurants preparing and serving food to defendants are full-service and have a valid state or local license, certificate or permit to operate and prepare and/or serve food, and follow the most recent version of the *FDA Food Code*.

Q. **Emergency Medical Service**

The vendor shall:

- (1) Keep basic first aid supplies as set forth in the American Red Cross First Aid Manual available and conveniently located on-site at all times.
- (2) Train at least one staff member on each shift in emergency first aid, CPR, and Automated External Defibrillator (AED).
- (3) Ensure that emergency twenty-four (24) hour, 7-days a week medical service is available with a licensed general hospital, private physician or clinic.
- (4) Ensure that defendants are responsible for their own medical and dental expenses. If the defendant has no resources, the vendor shall make every effort to secure no-cost treatment and assist defendants in identifying available community resources.
- (5) Maintain and follow a written policy and procedure regarding the control and distribution of a defendant's prescribed medication.
  - (a) Prescribed medication must be kept in a locked and secured area which is not accessible by defendants. Medications shall not be kept in the defendants' sleeping area or with their personal items.

\* Note: See Local Services for additional requirement

## **II. Urine Collection, Instrumented Testing and Reporting (1010)**

The vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens:

### **A. Storage of Urinalysis Supplies**

The vendor shall:

- (1) Store all urinalysis supplies in a secure area with access limited only to authorized vendor employees involved in the collection process.
- (2) Prevent defendant/offender access to the secure storage areas.

### **B. Secure Collection Area**

The vendor shall:

- (1) To the extent possible provide a lavatory only for collecting urine specimens that is not used by staff or others not providing urine specimens.
- (2) If the lavatory is used by others not providing a urine specimen the vendor shall:
  - (a) Limit the possibility of any interference with the collection process or adulteration of the specimen; and
  - (b) Limit access during the collection process to only those involved in the collection of urine specimens.

### **C. Safety Precautions and Collector Training.**

- (1) The vendor shall ensure that collectors receive appropriate detailed training that includes a review of the federal OSHA Bloodborne Pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document such training in their personnel file and the employee must certify they have received and understand such training. The vendor shall provide the documentation to the USPO/USPSO upon request.
- (2) The vendor shall ensure that all personnel handling urine specimens wear disposable gloves designed for protection against bio-hazards, and are familiar with standard precautions for handling bodily fluids.

### **D. General Urine Specimen Collection Procedures**

- (1) The vendor shall ensure defendants/offenders:
  - (a) Remove jackets, coats and large pocket items before entering the collection area.

- (b) Leave purse or other carried items outside the collection area, or in the control of the specimen collector.
  - (c) Rinse their hands in cold water and thoroughly dry them prior to voiding to remove any adulterant from under the fingernails or on the skin.
  - (d) Roll up long-sleeved shirts or blouses so the collector can examine defendant/offender's arms to detect tampering devices or adulterants.
- (2) The vendor shall ensure that the collectors:
- (a) Verify the identity of the defendant/offender by means of a state driver's license, state identification or other acceptable form of photo identification.
  - (b) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen bottle/container in view at all times prior to it being sealed and labeled.
  - (c) Complete a Chain of Custody or NIDT Collection Form (provided by the USPO/USPSO) before a defendant or offender voids following the chain of custody procedures, and then unless the vendor is using an NIDT that yielded a negative result, peel the Barcode label from the Chain of Custody form and place it on the bottle.
  - (d) Collect a minimum of 30 milliliters of urine to allow the laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted as the laboratory will not test it due to insufficient quantity.
  - (e) Not flush urinals until the collection is completed and the defendant/offender has left the urinal area (a coloring agent is not necessary).
  - (f) Observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration, or any unusual collection events or discrepancies.
  - (g) Screw the top on the bottle or ensure the defendant/offender tightly screws the top on the bottle, and that the top is secure to the bottle and is not leaking.
  - (h) Review the temperature of the specimen to determine if it is near body temperature, if applicable. The temperature of the specimen should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.

- (i) Use a tamper evident seaming system (e.g., tape) across the top of the bottle cap and down the sides of the bottle, and initial the evidence tape. (This procedure is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample).
- (j) Sign the Specimen Collection Statement of the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample.
- (k) Have the defendant/offender sign or initial the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample. The donor and collector shall not sign the certification area of the form until the collection process is completed.

### **E. Observed Urine Specimen Collection Procedures**

The vendor shall:

- (1) Directly observe defendants/offenders voiding into a specimen collection container. Collectors observing the voiding process shall be the same gender as the defendant/offender providing the specimen (no exceptions).
- (2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process. The USPO/USPSO must approve such use of mirrors.
- (3) Notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for a drug test or does not provide a urine specimen that is suitable for testing (e.g., an insufficient amount, stall, adulterated).

### **F. Urine Specimen Mailing and Storage**

(For specimens shipped or transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

- (1) Every specimen shipped or transferred to a testing facility is contained in a bottle or container specifically designed to withstand the rigors of transport. All bottles and containers shall be provided by the Government. NIDT cups/bottles may only be used for shipping with the advanced approval of OPPS. Vendors shall seek approval for each type of NIDT device intended for shipping.
- (2) The collector places the specimen and corresponding Chain of Custody Form or NIDT collection form in the approved shipping container and places such containers in the custody of an approved delivery service or courier;

- (3) The collector notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory. This notification shall be given no later than the close of business the day the specimens are collected.
- (4) Urine specimens are refrigerated if specimens are retained and not shipped the same day.
- (5) Refrigerated urine specimens are not retained **longer than** 48 hours before they are sent to the laboratory. If urine specimens are retained longer than 48 hours the specimens must be frozen.
- (6) Urine specimens are stored in a secure area or locked refrigerator/freezer with access limited only to collectors or other vendor authorized personnel. The refrigerator temperature shall not exceed 43 degrees Fahrenheit and its temperature should be periodically monitored and documented.

#### **G. “No Test” Policy**

The urinalysis laboratories under contract with the AOUSC **will only test** urine specimens if all of the following conditions are met.

- (1) The specimen bottle contains no less than 10 milliliters of urine.
- (2) The specimen security seal or tamper evident system (e.g., tape) is present and intact.
- (3) The specimen bar code label is present.
- (4) The specimen is accompanied by the Chain of Custody Form.
- (5) The specimen identifier (i.e., bar code number) on the bottle is identical to the number on the Chain of Custody Form.
- (6) The collector’s signature is on the Chain of Custody Form.

**NOTE:** When any of the above conditions are not met, “No Test” will be stamped on the request report form and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that **all** of the above conditions are present for specimens sent to the national drug testing laboratories for testing.

## **J. Urine Specimen Collection Records and Reports**

### **(1) Urinalysis Testing Log (Attachment J.9)**

The vendor shall maintain a log approved by the USPO/USPSO for all urinalysis specimens collected which shall indicate:

- (a) Defendant/offender's name and PACTS number.
- (b) Collection Date
- (c) Specimen ID/Chain of custody (bar code) number.
- (d) Drugs or medications prescribed and date taken.
- (e) Collector's initials.
- (f) Special tests requested, and
- (g) Test results and date received (if applicable)
- (h) Co-pay collected (if applicable)

**NOTE:** Allowing anyone undergoing treatment to see the names or signatures of defendants/offenders violates federal confidentiality regulations regarding disclosure of drug or alcohol treatment records.

### **K. National Contract Urinalysis Laboratories**

Urine specimens are analyzed under a separate contract with the AOUSC. The vendor shall notify the USPO/USPSO of positive specimen results reported from a national laboratory within 24 hours. Upon award, the USPO/USPSO shall notify the vendor that it uses a national contract testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

### **L. Onsite Screening Urinalysis Laboratory**

Urine specimens are analyzed by onsite laboratories at some locations in probation and/or pretrial services offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the USPO/USPSO shall notify the vendor that it uses an on-site testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

## **III. Physical Examination and Laboratory Studies**

Physical Examinations and Laboratory Studies may be an adjunct to Mental Health, Substance Abuse, or Co-Occurring Treatment, and shall be billed under PCs 4010 and 4020 below.

If the defendant has not been previously medically cleared the vendor shall provide:

**A. One Physical Examination and Report (4010)** per defendant/offender, as deemed medically necessary, conducted by:

- (1) A licensed medical doctor/physician, or other qualified practitioner who is board certified or board-eligible, and meets the standards of practice (i.e., academic training, residency, etc.) established by his/her state's regulatory board; or

- (2) Other qualified practitioner (i.e., Licensed/Certified Nurse Practitioner/Specialist) who meets the standards of practice established by his/her state's regulatory board.

**B. Laboratory Studies and Report (4020)** including blood and urine testing at actual price when deemed medically necessary.

**C.** A typed report to the USPO/USPSO within ten (10) business days after completing the **Physical Examination (PC 4010)** and **Laboratory Studies (PC 4020)**.

#### **IV. DELIVERABLES**

##### **DEFENDANT RECORDS AND CONFERENCES**

###### **A. File Maintenance**

The vendor shall:

- (1) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this agreement. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon the request of the USPSO or designee.
- (2) Segregate defendant files from other vendor records. This will facilitate monitoring and promote defendant confidentiality.
- (3) Maintain a security policy on computer file management. Electronic file must be user authentication accessible (password protected). Computer equipment which contains defendant information shall be kept in a secure area which is not accessible by residents.
- (4) Keep a separate file on each defendant.
- (5) Identify any records that disclose the identity of any defendant as **CONFIDENTIAL**.
- (6) Keep all defendant records associated with the agreement for three (3) years after the final payment is received for Government inspection and review, except for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.
- (7) At the expiration of the term of the agreement, provide the chief USPSO/USPO or his/her designee a copy of all defendant records contained in each defendant file that have not been previously furnished, which may include copies of chronological notes.

B. **Disclosure**

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with B. (2), (3), (4) and (5), (6), and (7) below.
- (2) Disclose defendant records upon request to the Chief USPSO/USPO or his/her designee.
- (3) Make its staff available to discuss placement of a defendant with the USPSO/USPO.
- (4) Disclose defendant records and discuss defendant placement in B. (2) and (3) above on an "unrestricted communication" basis.
- (5) Not disclose "Pretrial Services information" concerning Pretrial Services clients. "Pretrial Services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a USPSO/USPO (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.
- (6) The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.
- (7) Ensure that all persons having access to or custody of defendant/offender records follow the disclosure and confidentiality requirements of this agreement and federal law.
- (8) Notify the USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/offender records.

**Note:** The Government agrees to provide any necessary consent forms that federal, state or local law requires.

C. **File Content**

The vendors file on each defendant shall contain:

(1) **Chronological Notes** that:

- (a) Record contacts that significantly relate to compliance, employment, visitations, authorized absences, etc. Additional notes should detail collateral contacts with family members, employers and others.
- (b) Are current and available for review by the Chief Pretrial Services Officer or his/her designee, and by the Office of Probation and Pretrial Services of the Administrative Office.

(2) **Program Plan** (Probation Form 45) that:

- (a) Identifies vendor services to be provided to the defendant and billed to the Government under the terms of agreement, and any copayments due by the defendant.
- (b) The program plan authorizes the vendor to provide services. (e.g., **Provision of Shelter (9905)**) to the defendant.
- (c) The Pretrial Services/Probation Officer shall amend the Program Plan (Probation Form 45) when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts) and upon termination of services.

(3) **Amended Program Plan (Probation Form 45)** (if applicable) that U.S. Pretrial Services/Probation Officer prepares:

- (a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).
- (b) To obtain additional services for a defendant during the agreement or to change the frequency of a defendant's urine collection.
- (c) To document any other changes in co-payments, frequency of services, etc.
- (d) To terminate services.

- (4) **Daily Travel Log** (Probation Form 17)(if applicable) that: Vendor submits with the monthly invoice for **Contractors Local travel** by vendor or staff.
  - (a) **by Vehicle (1401)** (at the rate in the current Judiciary Travel Regulations),  
or
  - (b) **by Common Carrier (1402)** (reimbursed at actual cost).
- (5) **Bail Reports** that:
  - (a) Are forwarded by the referring USPSO/USPO which contain confidential information regarding a defendant's background.
  - (b) Are to be secured and read by staff on a need to know basis.
  - (c) Are returned to the Pretrial Services Office at the end of the placement.
- (6) **Conditions of Release** that:

Are forwarded by the referring USPSO/USPO which establish the court ordered conditions for release for the defendant pending trial, sentencing or surrender.
- (7) **Vocational Assistance Log** that:
  - (a) Demonstrate the defendant's earnings and co-payments received.
  - (b) Report number of hours worked.
- (8) **Urinalysis Log** (If applicable) (Attachment J.9)

D. **Case Staffing Conference**

The vendor's professional staff shall:

- (1) Meet with the USPSO/USPO for an initial case staffing conference to develop the program plan.
- (2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.
- (3) Meet as needed with USPSO/USPO when additional conference are requested.

**NOTE:** All prices associated with case staffing conferences shall be factored into the unit price for Provision of Shelter.

E. **Vendor Reports**

The vendor shall:

- (1) Prepare a written report on the defendant's status upon USPSO/USPO's request.
- (2) Recommend in the report whether defendant's residence status should be continued or terminated.
- (3) If recommending termination, state the reason in the report (i.e., whether the defendant responded to placement and no longer needs services, or whether the defendant failed to respond to structured placement).
- (4) Provide a written termination report to the USPSO/USPO on all defendants discharged from the program within a 30-day period after defendant discharge.
- (5) Provide written report each time action is taken against a defendant in response to non-compliant behavior.

F. **Vendor Testimony**

The vendor shall:

- (1) Appear or testify in legal proceedings convened by the Federal Court:
  - (a) Upon request of the Court, U.S. Probation and/or Pretrial Services Offices, U.S. Attorney's Office, or
  - (b) in response to a subpoena
- (2) Provide testimony including but not limited to a defendant's: attendance record; urine test results; general adjustment to program rules; type and dosage of medication; response to placement; test results; and any program needs.
- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Government.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

**G. Emergency Contact Procedures**

The vendor shall establish and post emergency (24 hours/ 7 days a week) contact procedures (i.e., crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), for times when counselors are not available.

**V. NOTIFYING PRETRIAL SERVICES OFFICER OF DEFENDANT NONCOMPLIANCE**

The vendor shall:

1. Notify the USPO/USPSO within 24 hours or as specified in writing by the Contracting Officer of defendant behavior including but not limited to:
  - (1) Positive drug or alcohol test results
  - (2) Any attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage
  - (3) Failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).
  - (4) Failure to appear as directed for urine collection (i.e., no-show).
  - (5) Failure to follow vendor staff direction.
  - (6) Apparent failure to comply with conditions of supervision.
  - (7) Any behavior that might increase the risk of the defendant to the community.

**Note:** Vendor shall report any information from any source regarding a defendant/offender's apparent failure to comply with conditions of supervision.

**VI. STAFF REQUIREMENTS AND RESTRICTIONS**

The vendor shall ensure that:

- (A) After award, persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/offender files.
- (B) After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.
- (C) After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor shall they have access to

defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.

- (D) After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with OPPS and PMD.
- (E) The vendors and its employees shall:
  - (1) Avoid compromising relationships with defendants/offenders and Probation or Pretrial Services staff, and
  - (2) Not employ, contract with, or pay any defendant/offender or defendant's/offender's firm or business to do any work for the vendor either at the vendor's facilities or personally for any of the vendor's employees during the period of this agreement.
  - (3) Report any such improprieties or the appearance thereof immediately to the Contracting Officer or designee.
  - (4) Report to the Contracting Officer any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.
- (F) The vendor shall notify the Contracting Officer in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements or changes thereof.
- (G) Failure to comply with the above terms and conditions could result in termination of this agreement.
  - (4) Employees may not engage in any conduct which is criminal in nature or which would bring discredit upon the vendor or United States District Court; the vendor shall ensure that the conduct of all employees is above reproach; not only must employees avoid misconduct, but the appearance of misconduct as well.
  - (5) Any violation or attempted violation of the restrictions referred to in this section on employee conduct shall be reported telephonically and in writing, including proposed action to be taken by the vendor, to the Contracting Officer in the U.S Probation/Pretrial Services Office; any failure to report a violation or take appropriate disciplinary action against vendor employees may subject the vendor to appropriate action, up to and including termination of the agreement.
  - (6) Employees are notified of the standards of conduct and document this notification in personnel files.

- (7) No defendant performs work for the vendor, except that as part of the program, they may be required to maintain their respective living areas. Permissible work includes sweeping and cleaning their immediate living area, as well as recreation or day room areas, bathroom and shower areas, and passage and hallway areas. The performance of work by the defendant at the facility should not be used as punishment or in lieu of paid workers.

### **Compliance with Laws and Regulations**

The vendor shall comply with all applicable federal, state and local laws and regulations in performance of the services required under this contractor agreement. Failure to do so may result in immediate termination, and subject the vendor to civil and/or criminal penalties.

## **VII. LOCAL SERVICES:**

### **\* PROVISIONAL SHELTER 9905:**

#### **B. Referral and Intake Processing:**

The vendor will ensure the material witnesses are housed at a location separate from defendants they are named witnesses to. Defendant and material witness referrals (Probation Form 45) will include information relevant to any separation and security concerns known to Pretrial Services.

#### **D. Security and Accountability:**

The vendor must segregate the Pretrial material witnesses from other federal program residences (including federal Pretrial defendants). This shall include separate living quarters and bathing facilities. The vendor shall coordinate separate and reasonable dining and recreation times for the material witnesses and other program residents.

#### **Q. Emergency Medical Service:**

The vendor shall provide or arrange for transportation to and from the emergency medical facility.

**SECTION D. PACKAGING AND MARKING**

NOT APPLICABLE

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 Vendors Performance (Mandatory Requirement)**

The vendor and/or subcontractor shall:

- (a) Maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes).
- (b) Not endanger the health and safety of employees, clients and the community.
- (c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

**E.2 Clause B-5 Clauses Incorporated by Reference (SEP 2010)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

**The clauses listed below are applicable to Agreements and Contracts at any value.**

- |   |                   |
|---|-------------------|
| <b>Clause 2-5A Inspection of Products</b> | <b>(JAN 2003)</b> |
| <b>Clause 2-5B Inspection of Services</b> | <b>(AUG 2004)</b> |

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 Provision of Services to Federal Offenders and Defendants (Mandatory Requirements)**

- a. In an effort to protect the community by providing outpatient treatment, the vendor shall have the capability to immediately place Federal clients in outpatient or urine surveillance without regard to any placement backlog or waiting lists.
- b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space.
- c. The vendor shall not unilaterally refuse services to any defendant or offender referred by the Government, except where the defendant or offender poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.
- d. Termination of clients from treatment, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.
- e. The contractor shall not tell defendants or offenders to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.
- f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

**F.2** The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, and G of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.

**SECTION G - AGREEMENT ADMINISTRATION DATA****G.1 Contact Point for Assistance**

- a. Contact the person listed in block 7 on the form **Solicitation/Offer/Acceptance**, in Section A, p. 1 of the Request For Proposals (RFP).

**G.2 Fiscal Records (Mandatory Requirement)**

The vendor shall:

- a. Maintain its fiscal records according to generally accepted accounting principles.
- b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.
- c. Keep all defendant/offender records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

**G.3. Invoices (Mandatory Requirement)**

The vendor shall:

- a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Treatment Report, Daily Log, Urinalysis Log and Daily Travel Log** (if applicable) shall be submitted to the USPO/USPSO.
- b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:
  - (1) Individual defendant/offender names and identifying numbers, and
  - (2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

**Note:** The Administrative Office encourages computer generated billing and will accept a vendor's invoice form that contains the same information as the Administrative Office invoice. The vendor shall only submit invoices electronically in a manner approved by the Contracting Officer and in compliance with 45 C.F.R. § 164.302 to 164.318.

- d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:
  - (1) Is correct and accurate to the best of his/her knowledge, and
  - (2) Includes only charges for services actually provided to defendant(s)/offender(s).
- e. The vendor shall submit separate invoices for services provided to pretrial services defendants and Bureau of Prisons inmates to the appropriate pretrial services or Bureau of Prisons office.
- f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

1010	2090	5030	6030
1011	4010	6000	6032
2000	4020	6010	6036
2010	5010	6012	6050
2011	5011	6015	6051
2020	5012	6020	6080
2021	5020	6021	6090
2022	5021	6022	6091
2030	5022	6026	7013
2040	5023	6027	7023
2080	5025	6028	

**Note:** A "No-Show" occurs when a defendant/offender does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled service provided customarily by a physician or other professional staff member.

- g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor shall contact the Government for approval. Sessions lasting less than 16 minutes

shall be treated as a “no show” for the purposes of billing.

h. The vendor shall include on the monthly invoice the item number and the fractional part of the session for which the vendor is billing the Government.

i. **Example:**

Assume that the rate of service is \$10.00 per half hour.

Time Spent (in minutes)	Charge
0 - 15	\$ 0.00
16 - 30	\$10.00
31 - 45	\$15.00
46 - 60	\$20.00

j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/offender services unless the Program Plan authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).

k. The vendor shall include the cost of telephone contacts with defendants/offenders in the unit price for the services and shall not bill separately for these calls.

#### **G.4 Reimbursements or Copayments (Mandatory Requirement)**

a. The vendor shall not request or accept payment either directly or indirectly from the defendant/offender for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/offender for prescheduled individual services customarily provided by a physician or professional staff member.

(1) The USPO/USPSO shall evaluate the defendant/offender's financial status (e.g., employment) before authorizing defendant/offender payments to the vendor and shall notify the defendant/offender and vendor of the authorized defendant/offender payments in the program plan.

b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.

c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.

- (1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and conditions of this solicitation document.
- (2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.
- (3) The vendor shall not accept reimbursement for services in an amount that exceeds the amount authorized in the contract/agreement with the Government.

**SECTION H - SPECIAL AGREEMENT REQUIREMENTS****H.1 Clause 7-25, Indemnification (AUG 2004)**

- (a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
- (b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.
- (c) *Hold Harmless and Indemnification Agreement* The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
- (d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.
- (e) *Judiciary's Right of Recovery* Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

- (f) *Judiciary Liability* The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

## H.2 DRUG-FREE WORKPLACE - JAN 2003

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

"**Controlled Substance**" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"**Conviction**" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"**Criminal drug statute**" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"**Drug-free workplace**" means a site for the performance of work done in connection with a specific contract at which the employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"**Employee**" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly Engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"**Individual**" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration--
- (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about-
    - (i) The dangers of drug abuse in the workplace;

- (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees from drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on the contract resulting from this solicitation, the employee will-
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from the contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension of debarment.

### **H.3 Government Furnished Property - (JAN 2003)**

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation.

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

**SECTION I - REQUIRED CLAUSES****I.1 Clause 7-30, Public Use of the Name of the Federal Judiciary - (JAN 2003)**

- (a) The contractor shall not refer to the judiciary, or to any court or other organizational entities existing thereunder (hereinafter referred to as "the judiciary"), in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, web sites, or any other media used generally by the vendor in its commercial marketing initiatives, in such a way that it represents or implies that the judiciary prefers or endorses the products or services offered by the contractor. This provision will not be construed as limiting the contractor's ability to refer to the judiciary as one of its customers.
- (b) No public release of information pertaining to this contract will be made without prior judiciary written approval, as appropriate, and then only with written approval of the contracting officer.

**I.2 Subcontracting**

Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer's approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval. The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement.

The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and the appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes. The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts.

A subcontractor has no contractual rights, known as privity of contract, against the judiciary. However, the subcontractor may have rights against the prime contractor.

Upon contract termination, the contractor must, except as otherwise directed by the CO, terminate all subcontracts to the extent that they relate to performance of the work terminated.

**I.3. Clause 2-90D, Option to Extend the Term of the Contract - (JAN 2003)**

- (a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**I.4 Clause 2-90C, Option to Extend Services - (JAN 2003)**

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract [insert the period of time within which the contracting officer may exercise the option].

**I.5 Clause B-5 Clauses Incorporated by Reference - (SEP 2010)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

**The clauses listed below are applicable to Agreements and Contracts at any value.**

Clause 1-15	Disclosure of Contractor Information to the Public	AUG 2004
Clause 3-25	Protecting the Judiciary's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2003
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	SEP 2010

Clause 7-35	Disclosure or Use of Information	APR 2010
Clause 7-70	Judiciary Property Furnished "As Is"	JAN 2003
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	JAN 2003
Clause 7-140	Discounts for Prompt Payment	JAN 2003
Clause 7-150	Extras	JAN 2003
Clause 7-175	Assignment of Claims	JAN 2003
Clause 7-185	Changes	JAN 2003
Clause 7-215	Notification of Ownership Changes	JAN 2003
Clause 7-223	Termination for the Convenience of the Judiciary (Short Form)	AUG 2004
Clause 7-230	Termination for Default (Fixed Price -	JAN 2003
Clause 7-235	Disputes	JAN 2003

**IN ADDITION TO THE CLAUSES LISTED ABOVE, IF THIS AGREEMENT IS IN EXCESS OF \$100,000, THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CLAUSE, INCORPORATED BY REFERENCE.**

Clause 1-10	Gratuities or Gifts	JAN 2010
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## **SECTION J - LIST OF ATTACHMENTS**

- J.1 PROGRAM DISCHARGE SUMMARY PROFILE
- J.2 SAMPLE PROGRAM PLAN (PROBATION FORM 45)
- J.3 RESERVED FOR FUTURE USE
- J.4 MONTHLY TREATMENT REPORT (PROBATION FORM 46)
- J.7 DAILY TRAVEL RECORD (PROBATION FORM 17)
- J.8 INVOICE
- J.9 TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)

**Program Discharge Summary Profile<sup>1</sup>**

1. Number of defendants<sup>2</sup> enrolled in program during the past 12 months? \_\_\_\_\_
2. Number of offenders<sup>3</sup> enrolled in program during the past 12 months? \_\_\_\_\_
3. Number of defendants successfully discharged from program during the past 12 month period? \_\_\_\_\_
4. Number of offenders successfully discharged from program during the past 12 month period? \_\_\_\_\_
5. Number of defendants unsuccessfully discharged during the past 12 month period? \_\_\_\_\_
6. Number of offenders unsuccessfully discharged during the past 12 month period? \_\_\_\_\_
7. Number of defendants that were discharged due to failure to attend as required during the past 12 month period? \_\_\_\_\_
8. Number of offenders that were discharged due to failure to attend as required during the past 12 month period? \_\_\_\_\_
9. Other types of discharge during the past 12 month period, please explain in short narrative paragraph below (e.g., number of defendants, number of offenders, and reason): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Average treatment duration per client over the past 12 month period? \_\_\_\_\_
11. Average frequency of treatment per client over the past 12 month period? \_\_\_\_\_
12. Average staff to client ratio over the past 12 month period? \_\_\_\_\_

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<sup>1</sup>Shall include entire clientele (federal, state, and local). Shall not be limited to only federal probation and pretrial services referrals.

<sup>2</sup>Defendant - An individual who has been charged with a crime, but not yet convicted. These individuals may or may not have been under pretrial supervision.

<sup>3</sup>Offender - An individual who has been convicted of a crime. These individuals are typically serving a period of probation or other form of post-conviction supervision.

Prob. Form 45

Today's Date:

**Client Identifying Information**

Client:	PACTS#:
Address:	Pretrial/Post
Officer:	Conviction:
Officer Phone:	Client Phone:
	DOB:

**Photo  
Not  
Available**

**Provider Information**

Provider:	Procurement No:
Provider Location:	Effective Date:
Attn:	Termination Date:
Location Address:	
Phone:	
Fax:	

**Authorized Services**

Your agency is authorized to provide the following services beginning on the plan effective date indicated above. Any services provided outside of those listed below and/or outside the Effective and Termination Dates of the Plan will not be authorized for payment.

**Services Ordered**

Project Code	Description Of Services	Phase	Frequency (Units)	Interval	Copay Amount (per unit)
2010	Individual Substance Abuse Counseling		1.0	Weekly	\$0.00
2020	Group Substance Counseling		2.0	Monthly	\$0.00

**Instructions to Provider Regarding Client Needs and Goals of Treatment**


---

 Officer:

---

 Referral Agent:

---

 Client:

**MONTHLY TREATMENT REPORT**

This form must be completed and submitted with each monthly billing. Additional sheets may be used.

1. PROGRAM NAME:		1a. PROVIDER NAME:		2. DATE OF CURRENT TX PLAN (ATTACH REVISIONS):	
3. CLIENT NAME:		3a. PACTS NO.	4. FOR PERIOD COVERING:		
5. PHASE NO.	5a. TIME IN PHASE:	6. PRETRIAL CLIENT: <input type="checkbox"/> Yes <input type="checkbox"/> No		7. CLIENT EMPLOYED: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Student <input type="checkbox"/> Other	

**8. CONTACTS SINCE LAST REPORT**

a. Date	b. Service (Name & No.)	c. Length of Contact	d. Comments (No Shows, Tardiness, Issues Addressed)	e. Copay (amount collected)

**9. URINE TESTING RECORD**

DATE COLLECTED	Scheduled		Sample Not Tested		Drug Use Admitted		COLLECTED BY	SPECIAL TESTS REQUESTED	TEST RESULTS (Positive/Negative)	Copay (amount collected)
	Yes	No	Insuf. Qty.	Stall	No	Yes (specify drug)				

**10. COMMENTS REGARDING CLIENT'S TREATMENT PROGRESS**

a. Describe the treatment goals addressed this month ( Met  Not Met):

b. Describe any steps taken by the client this month toward these goals ( Positive  Negative):

c. Describe any obstacles or setbacks the client encountered this month:

d. Describe one unique way the PO/PSO can assist/support the client in treatment over the next month:

e. If continued treatment is recommended, discuss the plan for next month ( Recommended  Not Recommended):

f. Discuss your observations of the client's behavior and commitment to treatment ( Positive  Negative):

g. Comments:

h. Overall Progress:  Acceptable  Unacceptable

SIGNATURE OF COUNSELOR	DATE
------------------------	------



Date \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

**ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
TREATMENT SERVICES INVOICE**

**(PART A)**

- |  |  |
|--|--|
| 1. Judicial District _____<br>2. Vendor _____<br>a. Address: _____<br>_____<br>_____<br>_____<br>b. Telephone: _____<br>_____<br>_____ | 3. P.O./B.P.A.# _____<br>4. Service Delivery: From _____ To _____<br>5. Total # of Individuals Served: _____ |
|--|--|

Vendor's Certification: I certify that **all** expenditures and requests for reimbursement in this voucher are accurate and correct to the best of my knowledge and include only charges for services actually rendered to clients under the terms of the agreement and for which no other compensation has been received from sources other than the United States District Court.

\_\_\_\_\_  
Authorized Administrator

6. Project Code	7. Quantity	8. Unit Price	9. Total Price

Date \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS  
TREATMENT SERVICES INVOICE**

**(PART B)**

Subtotal all costs for each client listed below:

1. Client Name	2. Client Number	3. Dates of Service	4. Service Rendered	5. Quantity (Units)	6. Unit Price	7. Cost





**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**K.1 Provision 3-130, Authorized Negotiators - (Jan 2003)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, and telephone numbers of the authorized negotiators*).

Name: \_\_\_\_\_  
Titles: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**K.2 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)**

(a) Definitions.

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of [31 U.S.C. §§ 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. §§ 6041, 6041A](#), and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government ([31 U.S.C. § 7701\(c\)\(3\)](#)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN): \_\_\_\_\_

TIN has been applied for.

TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

- sole proprietorship;
- partnership;
- corporate entity (not tax-exempt);
- corporate entity (tax-exempt);
- government entity (federal, state or local);
- foreign government;
- international organization per [26 CFR 1.6049-4](#);
- other

(f) Contractor representations.

The offeror represents as part of its offer that it is , is not  51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- Women Owned Business
- Minority Owned Business (if selected then one sub-type is required)
- Black American Owned
- Hispanic American Owned
- Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
- Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
- Individual/concern, other than one of the preceding.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L.1. GENERAL INSTRUCTIONS FOR PROPOSALS**

**A. Request for Proposals**

This Request for Proposal consists of Sections A through M.

**Section A - Solicitation/Offer/Acceptance Form, AO 367**

In Section A, page 1 is the **Solicitation/Offer/Acceptance**. The offeror must fill out the following blocks on the form:

- (1) Block 8, as instructed on the form.
- (2) Block 9, discount for prompt payment, if applicable.
- (3) Block 10, acknowledgment of amendments.
- (4) Block 11, name and address of offeror.
- (5) Block 12, telephone number.
- (6) Block 13, name and title of person authorized to sign the offer.
- (7) Block 14, signature of offeror,
- (8) Block 15, date signed.

**NOTE:**        **The signature of the original and additional copies must contain original signatures of the offeror in this block.**

**Section B - Submission of Prices**

(1)    **Services**

The offeror must provide a response to every requested service item.

(2)    **Prices**

The prices submitted must reflect the requirements of the Statement of Work for each project code requested as well as all terms and conditions of the contract that relate to that service item.

(3)    **Acceptable Responses**

(a)    **Unit Price**

Sliding price scales will not be accepted by the Government. The price will reflect the unit as defined in Section B and the Statement of Work for each project code.

(b) **"N/C" = No Charge**

For any item that the offeror will provide without charge or without additional charge, the offeror shall insert "N/C" in the Unit Price column of Section B.

(c) **Subcontracting**

For service items that the offeror will be subcontracting, the offeror shall insert the letter "S" following the price inserted in the Unit Price column. Services referred to another vendor shall be considered subcontracting and shall require the "S" designation.

(d) **Prices and "No Shows"**

A "No Show" occurs when a client does not appear for a prescheduled service, and the client fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of client "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3. **It is estimated that clients fail to appear for prescheduled individual services approximately 5% of the time, although specific services may experience a higher rate of "no shows".**

(4) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of Section B are estimates of the frequency that the services will be required. These figures are estimates only and the government is not bound to meet these estimates.

**Proposal Submission**

By submission of a signed proposal (including the submission of the Certification of Compliance (Attachment A) described below), the offeror is agreeing to comply with all requirements, terms, and conditions of this solicitation and any resultant agreement or contract. **Note: The offeror is not required to submit solicitation sections C, D, E, F, G, H, and I as part of its proposal.**

**Section K - Representations, Certifications, and Other Statements of Offeror**

The Offeror must check or complete all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmit the full section as that of the Proposal.

The Offeror's Statements, Qualifications, and References contained in Attachments A through D to this solicitation document shall be completed and submitted as follows:

### **Preparation of Certification of Compliance Statement (Attachment A)**

1. Each offeror shall prepare and submit as part of its offer a **CERTIFICATION OF COMPLIANCE STATEMENT** in which the offeror certifies that it will provide the mandatory requirements stated in Sections C, E, F and G and comply with terms and conditions of the RFP. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor(s) and submit separate certification statements from each subcontractor that certifies that they will provide services in compliance with the requirements of the RFP.

### **Preparation of Background Statement (Attachment B)**

1. Each offeror shall prepare and submit as part of its offer a **BACKGROUND STATEMENT** addressing the requirements in paragraphs 2.a. through d. below. (See Attachment B). If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraphs 2 a. through d. pertaining to each proposed subcontractor.
2. In the **BACKGROUND STATEMENT** the offeror shall:
  - a. provide copies of all monitoring reports for the previous 18 months from federal, state and local agencies. If a monitoring report for the previous 18 months is not available, a federal, state, and/or local certificate or letter indicating the vendor has a satisfactory or higher rating is acceptable. To be considered technically acceptable a vendor must have received ratings of satisfactory or higher. Monitoring reports for proposed subcontractors are not required; however, onsite evaluations will be individually performed for all subcontractors.
  - b. state expressly each location at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation.
  - c. include copies of all applicable business and/or operating licenses as required by state and local laws and regulations. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have all applicable business and/or operating licenses as required by state and local laws and regulations.
  - d. include copies of compliance with all federal, state and local fire, safety and health codes. Offerors are not required to provide copies of the aforementioned documentation for proposed subcontractors; however, the offeror is responsible for ensuring that proposed subcontractors have appropriate documentation demonstrating compliance with all federal, state and local fire, safety and health codes.

3. By submitting the **BACKGROUND STATEMENT** the offeror warrants that all information contained therein is correct and accurately reflects the offeror's ability to perform.

### **Preparation of Staff Qualifications - (Attachment C)**

The offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** (see Attachment C) for all staff performing services under any resultant contract. The offeror shall include the name, title, duties, education, experience, and credentials (licenses and certifications) for all proposed staff members who will be performing services under any resultant agreement. In addition, the offeror shall certify that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local). The Offeror shall also certify that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. Attachment C shall also be prepared for all proposed subcontractor staff performing services.

Offerors providing sex-offense specific evaluations must certify on the Offeror's Staff Qualification Form (Attachment C) that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

### **Preparation of Offeror's References - (Attachment D)**

The offeror shall provide three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the offeror has provided treatment and other services identified in this RFP within the past 3 years. Provide the name and address for each reference, as well as a contact person and phone number. The government reserves the right to contact any reference and consider the information provided as part of its responsibility determination.

### **Sections L - Instructions, Conditions and Notices to Offerors, and M - Evaluation Criteria**

Sections K, L and M contain information and instructions and do not become part of any resultant agreement.

#### **L.2 Provision 3-100, Instructions to Offerors - (APR 2011)**

- (a) *Definitions* As used in this provision:  
"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

- (b) *Amendments to solicitations* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of offers*
  - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The first page of the offer shall show:
    - (i) the solicitation number;
    - (ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
    - (iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
    - (iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and
    - (v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  - (3) *Submission, modification, revision, and withdrawal of offers*
    - (i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

- (ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:
    - (1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
    - (2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or
    - (3) it is the only offer received.
  - (ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.
  - (iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.
  - (v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in Provision 3-115, "Facsimile Offers." Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

- (6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised offers only if requested or allowed by the contracting officer.
  - (8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting officer.
- (d) *Offer expiration date* Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data* Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

- (1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

- (f) *Contract award*

- (1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The judiciary may reject any or all offers if such action is in the judiciary's interest.
- (3) The judiciary may waive informalities and minor irregularities in offers received.
- (4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a price or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that

the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

- (5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price or prices offered, unless the offeror specifies otherwise in the offer.
- (6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative prices, it is in the judiciary's best interest to do so.
- (7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.
- (8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of price or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.
- (9) If a price realism analysis is performed, price realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- (11) The judiciary may disclose the following information in postaward debriefings to other offerors:
  - (i) the overall evaluated price or price and technical rating of the successful offeror;
  - (ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;
  - (iii) a summary of the rationale for award; and
  - (iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

**OFFEROR’S CERTIFICATION OF COMPLIANCE STATEMENT**

As required in Section L.1 , Preparation of Certification of Compliance Statement, the offeror and each proposed subcontractor(s) shall complete the certification below.

I hereby certify on behalf of \_\_\_\_\_ (Name of Offeror or Subcontractor) that \_\_\_\_\_ (Name of Offeror or Subcontractor) will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with requirements, terms, and conditions of the RFP. I understand that failure to perform in accordance with any of the requirements, terms, and/or conditions may result in suspension or discontinuation of referrals or termination of the contract/BPA.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**OFFEROR'S BACKGROUND STATEMENT**

As required in Section L.1, Preparation of the Background Statement, the offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

I hereby certify that all information provided in the BACKGROUND STATEMENT is accurate, complete, and correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**OFFEROR’S STAFF QUALIFICATIONS**

As required in Section L.1, Preparation of Staff Qualifications, the Offeror shall prepare and submit below, (attach pages as needed labeled as subsets of this attachment number), for all staff performing services under any resultant Agreement, including credentials (licenses and certification). Staff providing sex-offense specific evaluations must certify that the evaluator adheres to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA). The offeror shall complete the certification section below.

NAME	TITLE	DUTIES	EDUCATION	EXPERIENCE	CREDENTIALS
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**CERTIFICATIONS**

- I certify herein that no proposed staff members are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release (federal, state, or local).
- I certify herein that no proposed staff members have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry.
- [*Check box only if applicable*] I certify herein that proposed staff conducting sex-offense specific evaluations will adhere to the established ethics, standards and practices of the Association for the Treatment of Sexual Abusers (ATSA).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**OFFEROR'S REFERENCES**

As required in Section L.1, the Offeror shall provide the name and address for each reference including a contact person and the telephone number.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 Basis for Award**

Selection of vendors with whom the Probation/Pretrial Services Office will establish BPA's will be based on technical acceptability and the lowest price to the Government. If the solicitation document identifies that BPA's will be established with a specified number of vendors, the selection of technically acceptable vendors shall be based on price. For example, if a solicitation document identifies that 4 to 6 vendors are needed to provide services and 10 vendors are determined to be technically acceptable, awards will be made to no more than 6 of the lowest priced vendors.

**M.2 Evaluation of Proposals**

- a. To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with the instructions given in Sections B and L of this solicitation document.
- b. By submission of a proposal, the offeror accepts all the terms and conditions of the RFP. Proposals that take exception to the terms and conditions will be determined technically unacceptable and the offeror will be so advised.
- c. Proposals will be evaluated to be considered Technically Acceptable using the following Pass/Fail Criteria. To determine that the offeror has met the following criteria, each proposal shall be evaluated to determine that every individual requirement has been met.

**M.3 Pass-Fail Criteria**

The following criteria address the offeror's ability to perform and comply with all the mandatory service requirements set forth in the Request For Proposals. Offerors who do not meet these requirements will be deemed to be technically unacceptable and will receive no further consideration. The offeror(s) will be so advised. Proposed subcontractor personnel qualifications and facilities will be evaluated and considered in the determination of the offeror's technical acceptability. The review of the criteria shall be based on the Offeror's Technical Proposal, which contains the Offeror's Certification of Compliance, Offeror's Background Statement, the Offerors Staff Qualifications, and the Offeror's References. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

**MANDATORY REQUIREMENTS:**

- (a) Did the Offeror submit a statement certifying that it will provide the mandatory requirements stated in Sections C, E, F and G and all services in strict compliance with the requirements, terms, and conditions of the RFP. This requirement

includes submission of compliance statements for each subcontractor that will be providing services.

YES or NO

**PAST PERFORMANCE**

(a) Did the Offeror provide copies of all federal, state and local monitoring reports, letters, and/or federal, state, and local certificates for the previous 18 months? YES or NO

(b) Monitoring reports, letters, and/or certificates are rated at least "satisfactory" or "pass" regarding performance.

**OR**

If any monitoring report completed for the previous 18 months was rated less than "satisfactory," the deficiencies were corrected as documented on the subsequent monitoring report, resulting in the subsequent report being rated "satisfactory."

YES or NO

**SITE(S) AT WHICH SERVICES ARE PROVIDED:**

(a) Offeror's (and any proposed subcontractor) site(s) at which services will be provided is/are located in catchment area. YES or NO

(b) Offeror has provided copies of applicable business and/or operating license(s). YES or NO

(c) Offeror has provided copies of compliance with all federal, state and local fire, safety, and health codes. YES or NO

**STAFF QUALIFICATIONS:**

(a) Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP. YES or NO

(b) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement are under investigation for or charged with a criminal offense and/or under pretrial, probation, parole, mandatory release or supervised release. YES or NO

- (c) The Offeror's Staff Qualifications Statement certified that no staff member(s) (including proposed subcontractor staff) providing services under this Agreement have been convicted of any sexual offense (including but not limited to child pornography offenses, child exploitation, sexual abuse, rape, or sexual assault) or are required under federal, state or local law to register on the Sexual Offender registry. YES or NO

#### **ON-SITE VISITS**

On site visits will be conducted for those offeror's whose proposals are determined technically acceptable based on the above stated criteria and meet the lowest price requirement. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP. There will be on-site evaluations for all subcontractors providing services.

- (a) Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work. YES or NO

#### **M. 4 Evaluation of Price**

The Government will determine Total Evaluated Price for required services by using the following formula:

- (a) Determining Total Evaluated Price.--Multiply the Estimate Monthly Quantity (EMQ) by 12 months to get a Yearly Quantity. Multiply that figure by the Unit Price offered to arrive at the Total Evaluated Price for that service item. Yearly prices of service items are totaled to arrive at Total Evaluated Price for each offeror.
- (b) Service items that are offered at "N/C" or No Charge, will be evaluated in the Life of Agreement comparison by entering \$0.00 for the unit price.
- (c) Service items that are reimbursable at actual prices or at a travel regulation rate are not considered in the price comparison.
- (d) Service items not marked as required services will not be evaluated or considered.
- (e) Total Evaluated Price (TEP) shall be rank ordered to show the lowest TEP.

**M.5 Provision 2-85A Evaluation Inclusive of Options (JAN 2003)**

- (a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).
- (b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than prices for some work and prices that are significantly overstated for other work.

**M.6 Clause 3-70 Determination of Responsibility (JAN 2003)**

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.