**Attachment 3B - Open Market**
**Request for Quotations (Services)**

## *Request for Quotation*

RFQ Number: 0420-21-2C02

Request Date: July 2, 2020

To: Program Administrator

**Special Notes:**

This is a request for **Open Market Pricing**.

Please submit a technical proposal describing your approach and project management in accordance with the attached statement of work to include the local needs. Use the attached quote sheet for a price quotation broken down by task with any supporting documentation for the price attached.

A Quote and supporting documentation should be **emailed** to **Melissa White** by **5:00 p.m. on August 3, 2020.**

Quotes and questions concerning this RFQ should be addressed to:

Melissa White, Contracting Officer
US Probation Office
1835 Assembly St, Room 611
Columbia, SC 29201
**E-mail: melissa_white@scp.uscourts.gov**
Phone: 803-765-5872
Fax: 803-765-5110

Services are to be performed in: Florence County, SC

Sincerely,

Melissa White
Contracting Officer

Attachment

Quote Sheet for RFQ Number: 0420-21-2C02

| Item No. | Project Code | List of Project Code Descriptions | Estimated Monthly Quantity | Unit | Unit Price |
|---|---|---|---|---|---|
| 1 | 3122 | Manualized Cognitive Behavioral Group | 1 | 30 minute session | |
| 2 | 3501 | Administrative Fee (for co-payments) | unknown | N/A | 5% of fees collected by vendor |
| 3 | | In addition to the Statement of Work, see attached Local Needs Request form. | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

Vendor's Name

Vendor's Phone Number/fax number/e-mail address

Vendor's Street Address

Vendor's City, State, and Zip Code

Signature of Person Authorized to Sign Quote

Date

Quantity Discount

Tax Identification Number

Printed or Typed Name of Signator

Discount Terms or Net 30?

Performance Start Date

## 1. DESCRIPTION/STATEMENT OF WORK

## 1.1 INTRODUCTION

a. Pursuant to the authorities contained in 18 U.S.C. 3154 and 3672 and under the *Second Chance Act* (Public Law No. 110-199) and the *Judicial Administration and Technical Amendments Act* of 2008 (Public Law No.110-406), contracts may be awarded to provide reentry services for federal defendants/offenders supervised by the United States Probation Office and United States Pretrial Services Offices under the terms and conditions of this agreement. Where services are provided for pretrial services, the vendor shall submit separate invoices for such services provided to the referring agency.

b. The services to be performed are indicated in the RFQ(request for quote). 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 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 terms was intended to refer to some other office for purposes of that section), and the term "his duly 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) 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 behalf of the Government,

and any other successor Contracting Officer who has responsibility for this Agreement; and 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 defendant/offender receiving reentry services while under the supervision of the Federal Probation and Pretrial Services System.

h. **"Reentry Services"** means any service, other than substance abuse and mental health treatment, designed to protect the public and promote successful reentry of the offender into the community, to include treatment, equipment and emergency housing, corrective and preventative guidance and training and other rehabilitative services.

i. **"Probation Officer"** (i.e., USPO) means an individual appointed by a 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 an individual receiving reentry services.

j. **"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 this contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

k. **"Pretrial Services Officer"** (i.e., PSO) 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 an individual receiving reentry services.

l. **"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.

m. **"Designee"** means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in reentry service matters.

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" - Probation Officer/U.S. Pretrial Services Officer

q. "Probation Form 17" - U.S. Probation Travel Log (**Attachment 5**)

r. "Probation Form 45" - Program Plan (**Attachment 1)**

s. "Probation Form 46R" - Monthly Progress Report (**Attachment 2)**

t. "COTR" - Contracting Officer Technical Representative

u. "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.

v. "OPPS" - Office of Probation and Pretrial Services, Administrative Office of the US Courts.

## 1.2 PURPOSE OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Program Plan (Probation Form 45 - **Attachment 1**) for each defendant/offender for whom services are authorized. 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 and United States Pretrial Services Officer may provide amended Program Plans during the course of service delivery. The United States Probation/Pretrial Services Office 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.

## 1.3 SCOPE

1. **Cognitive Behavioral Treatment (CBT)**

The goal of this intervention is to change the way offenders think, hence changing the way they behave. More specifically, CBT restructures an offender/defendant's thought

patterns while simultaneously teaching pro-social skills. This type of intervention is effective in addressing criminogenic needs such as anti-social values and low self-control.

**The vendor shall provide:**

**Manualized Cognitive Behavioral Group (3122) - Unit: per 30 minute session -** led by a trained facilitator as defined below. The groups shall offer a structured approach to a specific component of an intervention plan and address the criminal thinking component of a defendant/offender. Curriculum materials should: contain opportunities to practice newly learned behavior; include an articulated theory and evidence supporting its effectiveness with offenders; be consistent with underlying theory; should be supported by research or evidence of effectiveness; and should employ multiple strategies proven to be effective in teaching prosocial skills to offenders; and should be grounded in behavioral, social learning and cognitive approaches. Examples of this type of group are Moral Reconation Therapy and Thinking for a Change, Problem Solving Skills in Action, Choices and Changes, and The Change Companies.

**The vendor shall ensure:**

a. A trained facilitator shall successfully complete training for the specific manualized CBT program being utilized. The completion of such training shall be documented. A trained facilitator shall not be required to have clinical oversight.

b. Practitioners prepare treatment plans that include (1) short and long-term measurable goals and objectives the defendants/offenders will be attempting to achieve; (2) type and frequency of services to be received; (3) specific criteria for progam completion and the anticipated time-frame; and (4) no less than every 90 days documentation of treatment plan review (including defendant/offender input) documenting continued need for treatment. The plan shall include information on family and significant other involvement (community support programs, etc.). Note: treatment plan shall be attached to the monthly progress report provided to the USPO/USPSO after every revision but at least every 90 days;

c. Emergency services (e.g. after hours phone numbers, local hotlines) shall be available for defendants/offenders when counselors are unavailable. Emergency phone calls shall be included in the basic unit price;

d. Only face-to-face contacts between practitioner and defendants/offenders (or family) are invoiced;

f. A discharge summary shall be submitted to the USPO/USPSO **within 15 business days** of termination. That summary shall include a reason for discharge, prognosis and any recommendations for future care. In all cases, the discharge status (i.e. successful discharge, unsuccessful discharge, interruption of treatment, etc. ) shall be clearly stated; and

g. Counselors shall contact the USPO/USPSO **within 24 hours** if the defendant/offender fails to report for treatment, violation conduct occurs, or third party risk issues are identified

2. **Defendant/Offender Reimbursement and Co-Payment**

The vendor shall:

a. Collect any co-payment authorized on the Program Plan (Probation Form 45) and deduct any collected co-payment from the next invoice to be submitted to the government;

b. Provide bills and receipts for co-payments to defendants/offenders. The vendor shall keep an individualized record of co-payment collection, make it available for USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in amount owed;

c. Document within the Monthly Progress Report any co-payment received or whether the expected co-payment was not provided, as well as the amount of any outstanding balance;

d. Inform the USPO/USPSO within 3 business days of a defendant's/offender's failure to make a total of 3 consecutive scheduled co-payments;

e. Reimburse the Government as directed in Section G.

**Note**: The vendor may charge an **Administrative Fee (3501)** which is a reasonable monthly fee, to administer the collection of fees from defendants/offenders, not exceeding five (5) percent of the monthly funds collected.

## 1.4 SPECIAL REQUIREMENTS

**Staff Requirements and Restrictions**

a. The vendor shall ensure that persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this contract/agreement nor have access to defendant/offender files.

b. The vendor shall ensure that 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. The vendor and its employees shall:

(1) Avoid compromising relationships with defendants/offenders and the probation or pretrial services staff;

(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 USPO/USPSO or designee; and

(4) Report to the USPO/USPSO or designee any investigations, pending charges, arrests and/or convictions related to a criminal offense by staff performing services under this agreement within 48 hours obtaining knowledge.

d. The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience, and education requirements.

e. Failure to comply with the above terms and conditions could result in termination of this agreement.

**Facility Requirements:**

The vendor shall ensure that its facility(ies) has adequate access for defendants/offenders with physical disabilities.

**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 contract or agreement. Failure to do so may result in immediate termination, and subject the vendor under civil and/or criminal penalties.

## 1.5 ADDITIONAL REQUIREMENTS

(a) **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.

(b) **Acceptable Responses**

(1) **Unit Price**

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

(2) **"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 the RFQ.

(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 scheduled service that is rendered on an individual basis, 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. **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".**

_____(e) **Estimated Monthly Quantity**

The figures provided in the Estimated Monthly Quantity column of the RFQ 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.

**(**f**) Representations, Certifications, and Other Statements of Offeror**

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 Narrative Statement - (Attachment A)**

1. Each offeror shall prepare and submit as part of its offer a **NARRATIVE STATEMENT** in which the offeror describes how it will provide the mandatory requirements stated in the project code descriptions in the Statement of Work. If the offeror is proposing subcontractor(s) to perform any services, the offeror shall identify the proposed subcontractor and describe in the narrative statement how the subcontractor will provide services and meet the requirements of the RFQ. It is imperative that this section be completed in such detail so as to determine the that the offeror has met the mandatory requirements. A general statement that the offeror will comply with RFQ requirements is not sufficient.

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

2. Each offeror shall prepare and submit as part of its offer a separate **BACKGROUND STATEMENT** in which the offeror describes its experience in providing the requested contract services. If the offeror is proposing any subcontractors to perform services, the offeror also shall comply with the requirements in paragraph 1 pertaining to proposed subcontractors.

    a. State expressly each location at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Describe the physical facility(s) (interior and exterior) at which services will be provided. The description shall be in such detail to determine that the offeror has complied with the mandatory requirements listed in this solicitation document.

    b. Include copies of all building, state, and local licenses and inspection reports for the preceding 18 months, and/or state certifications where appropriate. 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 state and local licenses and certifications and are in compliance with state and local regulations.

    c. 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.

    d. 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)**

3. The offeror shall prepare and submit the **OFFEROR'S STAFF QUALIFICATION FORM** for all staff performing services under any resultant contract, and certify therein 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.

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

4. The offeror shall provide three references (Federal State, or local government agencies and/or private organizations), for whom the offeror has provided services identified in this RFQ 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.

## 2.0 DESCRIPTION OF DELIVERABLE(S)

a. **Defendant/Offender Records and Conferences**

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. The use of electronic files is not approved under this contract/agreement.

(b) Segregate defendant/offender files from other vendor records. This will facilitate monitoring and promote defendant/offender confidentiality.

(c) Keep a separate file for each defendant/offender.

(d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in services with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations.

(e) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, **except for the following:**

(1) Appeals under subsection 4. Disputes, in Section I, or

(2) Litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

(f) At the expiration of the performance period of this agreement, the vendor shall provide the USPO/USPSO or designee a copy of all defendant/offender records that have not been previously furnished, including copies of chronological notes.

b. **Disclosure**

The vendor shall:

(1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4) and (5) below.

(2) Obtain defendant's/offender's authorization to disclose confidential information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.

(3) Disclose defendant/offender records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.

(4) Make its staff available to the USPO/USPSO to discuss issues of a defendant/offender.

(5) Disclose defendant/offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual’s right of access to reentry services information that might apply.

(6) Not disclose "pretrial services information" concerning pretrial servics 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 pretrial services officer (or a probation officer performing pretrial services duities) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2A. 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 me resolved by consultation with the USPO/USPSO.

(7) The vendor and its subcontractors is 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 int termination of this contract and the imposition of civil penalties.

(8) Ensure that all persons having access to or custody of defendant/offender records follow the disclosure and confidentiality requirements of this agreement and all applicable state and federal law.

(9) Notify 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 the federal government or federal, state or local law requires.

c. **File Content**

The vendor's file on each defendant/offender shall contain the following records:

(1) **Chronological Notes** that:

(a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall

document all notifications of absences and any violation behavior.

(b) Are current and available for review by the USPO/USPSO or designee and by the Office of Probation and Pretrial Services (OPPS) at the Administrative Office.

(c) Chronological notes shall be legible and up-to-date.

(2) **Program Plan** ( Probation Form 45 **- Attachment 1**) that:

(a) Identifies vendor services to be provided to the defendant/offender and billed to the Government under the terms of the agreement, and any co-payments due by the defendant. Plan may contain amendments.

(b) USPO/USPSO prepares during or immediately after any case staffing conferences. The program plan authorizes the vendor to provide services to the defendant/offender.

(c) USPO/USPSO 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 **- Attachment 1)** (if applicable)
that USPO/USPSO 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/offender during the agreement.

(c) To document any other changes in co-payments, frequency of treatment/services, etc.

(d) To terminate services.

(4) **Monthly Progress Report, if applicable (**Probation Form 46R **- Attachment 2))** that:

(a) Is submitted along with the monthly invoice and any other required supporting documents for the month for which the vendor is invoicing.

(b) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.

(c) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).

(d) Reflects changes in the Program Plan (Probation Form 45).

(e) Shall be typed if requested by the USPO/USPSO.

(5) **Authorization to Release Confidential Information** (Probation Form 11G and/or PSA Form 6- **Attachments 3a and 3b)**) that:

(a) The defendant/offender and USPO/USPSO sign prior to the defendant's first appointment with the service/treatment provider.

(b) The vendor shall obtain the defendant's/offender's signature before releasing any information regarding the defendant/offender or the defendant's/offender's services and progress to the USPO/ USPO.

(6) **Daily Travel Log** (Probation Form 17 - **Attachment 5)**) (if applicable) that:

(a) Vendor shall submit Probation Form 17 with the monthly invoice for **Vendor's Local Travel** by vendor or staff.

(1) By **Vehicle (3401)** (at the rate in the Judiciary Travel Regulations), or

(2) By **Common Carrier (3402)** (reimbursed at actual price).

(7) **Sign-In, Sign-Out Daily Log (Attachment 4**) (if applicable) that:

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.

(b) USPO/USPSO or designee uses to certify the monthly invoice.

(c) USPO/USPSO shall review for approval any vendor Daily Log form that differs from the USPO/USPSO sample form.

(d) Defendant/offender shall sign-in upon arrival and sign-out when leaving/exiting the vendor's facility, and

(e) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

d. **Case Staffing Conference**

Upon USPO/USPSO referral of a defendant/offender to the vendor, the vendor shall:

(1) Communicate with the USPO/USPSO for an initial case staffing conference to develop the Program Plan (Probation Form 45)

(2) Meet at least quarterly face-to-face or via telephone conference with the USPO/USPSO to discuss the defendant's/offender's progress.

(3) Consult and meet as requested by the USPO/USPSO .

**NOTE**: The price of case staffing conferences and consultations are included in the unit prices listed in each project code description.

e. **Vendor Reports**

The vendor shall:

(1) Provide a report on the defendant's/offender's progress upon USPO/USPSO's request. Reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed.

(2) Provide a written recommendation in the report as to whether or not a defendant's/offender's vocational services shall be continued or terminated.

(3) If the vendor recommends service termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to vocational treatment/service and is no longer in need of services, or whether the defendant/offender failed to respond to program interventions).

f. **Vendor Testimony**

The vendor, its staff, employees and/or subcontractors shall:

(1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon

(a) order of the federal court with jurisdiction, and

(b) a request by the United States Probation and Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or

(c) In response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/ offender's: attendance record; general adjustment to program rules; type and frequency of services; and response to services;

(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**

In the case of counseling programs, the vendor shall establish 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.

**Notifying USPO/USPSO of Defendant/Offender Behavior**

The vendor shall:

a. Notify the USPO/USPSO within 24 hours of defendant/offender behavior including but not limited to:

(1) Failure to appear as directed for appointments, evaluation, counseling or testing sessions (i.e., no-show).

(2) Failure to follow vendor staff direction.

(3) Apparent failure to comply with supervision conditions

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

## 3.0 SCHEDULE FOR PERFORMANCE AND DELIVERY/MILESTONE SCHEDULES

The project codes described in the Statement of Work define time limitations for each provided service. Some of the services are on-going and reported on the PROB 46R monthly treatment report. The PROB 46R shall accompany the monthly invoice (**Attachment 6)** and be received by the 10th day of the following month. (i.e. October services shall be invoiced and received by November 10th.)

## 4.0 REVIEW PERIOD FOR DELIVERABLE(S)

The U.S. Probation Office or U.S. Pre-trial Services Office reserves the right to review deliverables at any time during the course of the award. These reviews may include on-site visits and/or written reports. If deficiencies are noted, the contractor will be given written notice to correct the noted deficiencies as provided in the written notice of at least 10 days but no more than 30 days. Failure to correct the deficiencies within the specified time frame may result in termination of the contract. Any corrections are to be accomplished at no additional cost to the judiciary.

## 5.0 ACCEPTANCE CRITERIA FOR DELIVERABLE(S)

**Attachment A**

**OFFEROR'S NARRATIVE STATEMENT**

As required in Section 1.5, Preparation of Narrative Statement, the offeror shall prepare a Narrative Statement below (attach pages as needed labeled as subsets of this Attachment number).

**Attachment B**

## OFFEROR'S BACKGROUND STATEMENT

As required in Section 1.5, Preparation of the Background Statement, the offeror shall prepare a Background Statement below (attach pages as needed labeled as subsets of this Attachment number).

**Attachment C**

## OFFEROR'S STAFF QUALIFICATIONS

As required in Section 1.5, 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 licenses and certification and identifying any staff members that are under pretrial services, probation or supervised release supervision. If resumes are submitted they should reflect the duties and responsibilities with the offeror. The offeror shall complete the certification section below.

NAME TITLE DUTIES EDUCATION EXPERIENCE CERTIFICATION

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.

SIGNATURE: _____ DATE: _____

**Attachment D**

## OFFEROR'S REFERENCES

As required in Section 1.5, the Offeror shall provide the name and address for each reference including a contact person and the telephone number.

## 6.0 ENVIRONMENT

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 sites will be conducted to verify the offeror's written proposal. There will be on-site evaluations for all subcontractors providing services.

**PURCHASE ORDER TERMS AND CONDITIONS**
**Provisions and Clauses**

## I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

**1) JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
http://www.uscourts.gov/procurement/clauses.htm

**2) JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)**

This procurement 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/clauses.htm

**3)** The following clauses are included by reference:

**JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)**
**JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)**

*(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in the JP3 clause 3-3. CO Note: Before including additional provisions or clauses refer to the JP3 Appendix B matrix to determine, if the provision or clause can be included by reference or must be included in full text.)*

*(If estimated cost is over $2,500, the CO will complete the following blanks.)*

*This Statement is for Information Only. It is not a Wage Determination.*

| **Employee Class** | **Monetary Wage-Fringe Benefits** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Wage Rate Determination**

*(If estimated cost is over $2,500, attach the Department of Labor wage rate determination here.)*

**4) JP3 Provision 3-5, Taxpayer Identification (JAN 2003)**

(a) *Definitions.*
"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

"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) through (f) 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 6050M, 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, sate or local);

[ ] foreign government;

[ ] international organization per-26 CFR 1.6049-4;

[ ] other _____.

*(f)* *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

# Local Needs Request Form

**One form must be completed for each Local Needs request**

| | |
|---|---|
| Date: | June 9, 2020 (FY2021) |
| District: | South Carolina |
| Person Requesting Local Need: | Melissa White |
| Project Code Name(s) and Number: | 3122 Manualized Cognitive Behavioral Group |

Requested Change to SOW:

(1) Vendors shall provide open enrollment throughout the delivery of the program. Such enrollment should not compromise the integrity of the specific program lessons/delivery.

(2) Vendors shall incorporate into the unit pricing any costs for required initial intake assessment performed by the service provider and the cost for any curriculum materials. A separate cost/charge for an assessment is prohibited.

[X] Approved

[ ] Disapproved

Approved by Jay Whetzel 06/09/2020

Signature of PPSO Staff Member/Designee Date