AO 367
(Rev. 5/23)

SECTION A	SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No.	2. Date Issued	3. Award No.
0420-24-M009	**06/30/2023**	

4. Issued By:	5. E-mail Address Offer To (if other than Item 4):
Melissa White **melissa_white@scp.uscourts.gov**	

SOLICITATION

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5

until **08:00 AM** (*hour*) local time **07/31/2023** (*date*)

7. For Information call:	
a. Name **Melissa White**	b. Telephone **(803) 765-5872**

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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 *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

10. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	16. ☐ 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.
12. Telephone No. (Include area code)	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	17A. NAME OF CONTRACTING OFFICER
	17B. UNITED STATES OF AMERICA BY _____ *(Signature Of Contracting Officer)* — 17C. DATE SIGNED
14. Signature — 15. Offer Date	

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of South Carolina is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Florence 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. An asterisk * indicates a requirement line item which has been modified under "Local Services." Offerors shall submit pricing and proposal information related to only the required services. Services proposed, but not 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.

PHYSIOLOGICAL MEASUREMENTS:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	5022	Clinical Polygraph Examination and Report	2024	1	
			2025	1	
			2026	1	
				Unit: per examination and report	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X *	5023	Maintenance Examination	2024	5	
			2025	5	
			2026	5	
				Unit: per examination and report	

TRANSPORTATION FOR CLIENTS:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1201	Administrative Fee	2024	Unknown	5% of amount distributed under pc 1202
			2025	Unknown	
			2026	Unknown	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY		UNIT PRICE
X	1202	Client Transportation Expenses	2024	Unknown	Actual cost
			2025	Unknown	
			2026	Unknown	

PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE

X	1501	Administrative Fee	**2024**	Unknown	5% of fees collected by vendor
			2025	Unknown	
			2026	Unknown	

SECTION C. DESCRIPTION/STATEMENT OF WORK

PROVISION OF SERVICES

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) shall provide a Probation Form 45 for each defendant/person under supervision that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Probation Form 45 for each defendant/person under supervision. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/person under supervision in the Probation Form 45. The United States Probation or Pretrial Services Officer may provide amended Probation Form 45's during treatment. The United States Probation/Pretrial Services Office will notify the vendor in writing via Probation Form 45 when services are to be terminated and the Judiciary shall not be liable for any services provided by the vendor subsequent to the 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/persons under supervision who are drug-dependent, alcohol-dependent, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/persons under supervision 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 or USPSO).

   Note regarding pretrial services defendants: The vendor shall not ask questions pertaining to the instant offense (pending charges), or ask questions or administer tests that compel the defendant to make incriminating statements or provide information that could be used in the issue of guilt or innocence. If such information is divulged as part of an evaluation or treatment, it shall not be included on the written report.

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 judiciary will refer defendants/persons under supervision on an "as needed basis" and makes no representation or warranty that it will refer a specific number of persons to the vendor for services.

DEFINITIONS

A. **"Solicitation"** means a request for proposals (RFP).

B. **"Judiciary"** means United States Government.

C. **"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/her duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.

D. **"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.

E. **"Contracting Officer"** (i.e. CO) means the person designated by the Director or his/her duly authorized representative to execute this Agreement on the behalf of the Judiciary, 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/her written authority.

F. **"Defendant/Person Under Supervision"** means any pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, and or sex offense specific evaluation/treatment/testing while under the supervision of the Federal Probation or Pretrial Services Office. Hereinafter, the term defendant applies to those on pretrial supervision, whereas person under supervision applies to those on post-conviction supervision.

G. **"U.S. Probation Officer"** (i.e., USPO) and **"U.S. Pretrial Services Officer"** (i.e., USPSO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. USPO and USPSO refers to the individual responsible for the direct supervision of a defendant/person under supervision receiving drug/alcohol testing and/or substance use assessment/treatment, mental health assessment/evaluation/treatment, sex offense specific evaluation/treatment/testing, and/or specialized treatment for pretrial defendants charged with a sex offense.

H. **"Chief U.S. Probation Officer"** (i.e., CUSPO) and **"Chief U.S. Pretrial Services Officer"** (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services and/or probation staff. For the purpose of the contract, the CUSPO and CPSO acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.

I. **"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.

J. **"Telemedicine"** includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications.

K. **"Federal Bureau of Prisons"** is 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.

L. **"Clarifications"** are limited exchanges, between the Judiciary 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.

M. **"AOUSC"** refers to the Administrative Office of the U.S. Courts.

N. **"Probation Form 45"** is the referring document submitted by the USPO/USPSO per defendant/person under supervision that outlines the services the vendor is authorized to provide.

O. **"Monthly Sign-In Log"** is a document the vendor will use for each defendant/person under supervision to verify services are being offered/provided per Probation Form 45 requirements. The Monthly Sign In Log includes a place for defendant/person under supervision to sign for services based on project code, with a time in/out, vendor initials, co-payment received, and comments (to include a comment if the defendant/person under supervision failed to report, if no services were provided/received within the month, and if telemedicine was provided including the means in which the session was provided (teleconference, video conference, internet). This document accompanies the monthly invoice.

P. **"Case Staffing Conference"** is a meeting between the Officer and the provider to discuss the needs and progress of the defendant/person under supervision. The defendant/person under supervision may or may not be present at the conference.

Q. **"DSM"** is the Diagnostic and Statistical Manual of Mental Disorders.

R. **"Co-payment"** is any payment from defendant/person under supervision.

S. **"PPSO"** is the Probation and Pretrial Services Office, Administrative Office of the US Courts.

T. **"PCRA"** means the Post-Conviction Risk Assessment, which is an assessment administered by the USPO with the person under supervision used to determine risk level, identify dynamic risk factors (criminogenic needs) and criminal thinking.

U. "**Criminogenic Risk"** includes factors in a person under supervision's life that are directly related to recidivism. The most significant are Cognitions, Alcohol and Drugs, Employment/Education, Social Networks and Criminal History.

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:

A. Defendant/Person under supervision Reimbursement and Co-payment
B. General Requirements
C. Notifying USPO/USPSO of Defendant/Person under Supervision Behavior
D. Staff Requirements and Restrictions
E. Facility Requirements
F. Local Services (if applicable)

1. **Physiological Measurements**

For identification, treatment, and management of persons convicted of a sex offense, the vendor shall provide the following services:

a. **Clinical Polygraph Examination and Report (5022** shall be employed to assist in the treatment and supervision of persons under supervision by detecting deception or verifying the truth of their statements. The two types of polygraph examinations that shall be administered to persons under supervision under this code are:

(1) **Sexual History Examination:** examines a person under supervision's lifetime sexual history and sexual behaviors that may be indicators of sexual compulsivity, sexual pre-occupation, or sexual deviancy and it may be included as a part of sex offense evaluation.

(2) **Instant Offense Examinations:** examines additional or unreported offense behaviors in context of the instant offense.

b. **Maintenance Examination (5023)** for pretrial cases, the maintenance examination shall only be employed to investigate the defendant's compliance with conditions of supervision only.

For post-conviction cases, the maintenance examination is employed to periodically investigate the person under supervision's compliance with conditions of supervision, honesty with community supervision and/or treatment. Maintenance polygraph examinations may cover a wide variety of behaviors, including but not limited to, sexual behaviors, grooming behaviors, deviancy

activities or high-risk behaviors. Maintenance polygraph examinations shall prioritize the investigation and monitoring of the person under supervision's involvement in any noncompliance, high-risk, and deviancy behaviors that may change over time and would signal an escalating risk level prior to re-offending.

The vendor shall ensure that polygraph examiners meet the following minimum standards (**5022 and 5023)** and that polygraph examinations are conducted in accordance with the following:

(1) **Education.** Polygraph examiners shall be graduates of a basic polygraph school accredited by the American Polygraph Association (APA). Examiners shall possess a baccalaureate or higher degree from a regionally accredited university/college, or have at least five years' experience as a full-time commissioned federal, state, or municipal law enforcement officer.

A minimum of 40 hours of Post-Conviction Sex Offender Testing (PCSOT) specialized instruction, beyond the basic polygraph examiner training, shall be required of those who practice sex offender polygraph testing. Examiners who have passed a final examination approved by the APA are preferred.

(2) **Certification.** Examiners shall be members of a professional organization that provides regular training on research and case management of sex offenders.

(3) **Experience.** Polygraph examiners shall have a minimum of two years of polygraph experience in criminal cases. Examiners are required to have specialized training or experience in the examination of sex offenders.

(4) **Ethics and Standards.** Polygraph examiners shall adhere to the established ethics, standards and practices of the American Polygraph Association (APA). In addition, the examiner shall demonstrate competency according to APA professional standards and conduct all polygraph examinations in a manner that is consistent with the accepted standards of practice.

(5) **Licensure:** Examiners shall be licensed by the State's regulatory Board (if applicable).

(6) All polygraph examinations are audio or video taped in their entirety (videotaping is preferred).

(7) Polygraph examiners provide a typed report **within 10 business days** to the USPO/USPSO outlining findings and include the following information (if necessary to explain findings in any hearing or case evaluation conference): date and time of examination; beginning and ending times of examination; reason for examination; referring Officer; name of defendant/person under supervision; case background (instant offense and conviction); any pertinent information obtained outside the exam (collateral information if available); statement attesting to the defendant/person under supervision's suitability for polygraph testing (medical, psychiatric, developmental); list of defendant/person under supervision's medications; date of last post-conviction examination (if known); summary of pretest and post-test interviews, including disclosures or other relevant information provided by the person under supervision; examination questions and answers; examination results; reasons for inability to complete exams (if applicable); and any additional information deemed relevant by the polygraph examiner (e.g., behavioral observations or verbal statements).

(8) Consent forms specific to the polygraph procedures shall be read, signed, and dated by the defendant/person under supervision. If the defendant/person under supervision refuses to sign the form(s) or submit to testing, the examiner shall follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of Defendant/Person Under Supervision Behavior. In such a case, testing will be discontinued until further instructions are received from the USPO/USPSO.

(9) Polygraph examinations are subject to quality review. Polygraphers shall submit their complete records for independent quality review upon request of the CO.

(10) Files shall include at a minimum, the name, date, examination location, copy of consent forms, pretest worksheet, copy of test questions, all case briefing materials, copy of charts, an examiner hand score sheet, the audio or video tape, and the polygraph results. Copies of all the aforementioned material are to be forwarded to the USPO/USPSO at the expiration of the contract, to be kept in the USPO/USPSO file.

(11) Examiners shall follow notification protocols outlined in this Statement of Work under Notifying USPO/USPSO of

Defendant/Person Under Supervision Behavior. Any factors that may increase risk of further sex offenses, or identified third-party risk issues arise shall be immediately communicated to the USPO/USPSO.

(12) If the defendant/person under supervision refuses to submit to polygraph testing, based on a fifth amendment concern, testing shall be discontinued immediately and guidance sought from the USPO/USPSO.

2. **Defendant/Person under supervision Transportation**

The vendor shall provide:

a. **Defendant/Person under supervision Transportation Expenses (1202)** for defendant/person under supervision transportation to and from treatment facilities:

(1) For eligible defendants/person under supervision who the USPO/USPSO determines are unemployed or unable to pay transportation prices,
(2) That the USPO/USPSO authorizes and approves, **and**
(3) That does not exceed the price of public transportation via the most direct route.

If public transportation is not available, the vendor must seek prior approval from the CO for reimbursement of alternative means of transportation.

Note: The vendor may charge an **Administrative Fee (1201)** for **Defendant/Person under supervision Transportation Expenses (1202)** which is a reasonable monthly fee to administer transportation expense funds, not exceeding five (5) percent of the monthly funds distributed under **Defendant/Person under supervision Transportation Expenses (1202)**.

3. **Defendant/Person under supervision Reimbursement and Co-Payment**

The vendor shall:

a. Collect any co-payment authorized on the Probation Form 45 and deduct any collected co-payment from the next invoice to be submitted to the judiciary (note that co-payment cannot exceed the cost of the service provided);

b. Accept more than one co-payment type (e.g. check, credit card, cash, cashier's check, web-based transactions, etc.).

c. Provide bills and receipts for co-payments to defendants/persons under supervision. Receipts shall be provided to the defendant/person under supervision at the time of payment collection. The vendor shall keep an individualized record

of co-payment collection, make it available for the USPO/USPSO review, and have systems in place to both follow-up on collection of outstanding amounts and to resolve any discrepancies in the amount owed;

d. Document within the Monthly Sign-In Log any co-payment received or whether the expected co-payment was not provided;

e. In conjunction with submission of invoices, provide an outstanding co-payment due report itemizing the total amount outstanding per defendant/person under supervision.

f. Reimburse the Judiciary as directed in Section G.

Note: The vendor may charge an **Administrative Fee (1501)** which is a reasonable monthly fee, to administer the collection of fees from defendants/persons under supervision, not exceeding five (5) percent of the monthly funds collected.

4. **General Requirements**

a. **Defendant/Person under supervision Records and Conferences**

(1) File Maintenance

The vendor shall:

(a) Maintain a secure filing system of information on all defendants/persons under supervision to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall provide access to all files available for review (format shall be specified by the CO, e.g. paper copy, flash drive, electronic access, etc.) immediately upon request of the CO.

(b) If maintaining paper files, separate defendant/person under supervision files from other vendor records. This will facilitate monitoring and promote defendant/person under supervision confidentiality.

(c) Keep a separate file for each defendant/person under supervision.

(d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision but continued in treatment 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) Identify any records that disclose the identity of a defendant/person under

supervision as **CONFIDENTIAL.**

(f) Keep all defendant/person under supervision records for three years after the final payment is received for Judiciary 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. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

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

NOTE: The vendor shall comply with the HIPAA privacy rule Security Standards for the Protection of Electronic Protected Health Information set forth at 45 C.F.R. § 164.302 to 318 with regard to electronic information.

b. **Disclosure**

The vendor shall:

(1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4),(5), (6), and (7) below.

(2) Obtain defendant's/person under supervision's authorization to disclose confidential health 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/person under supervision 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 treatment of a defendant/person under supervision.

(5) Disclose defendant/person under supervision 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, treatment or protected health information that might apply.

(6) Not disclose "pretrial services information" concerning pretrial services defendants. "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 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.

(7) 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.

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

(9) Notify the CO immediately upon receipt of legal process requiring disclosure of defendant/person under supervision records.

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

c. **File Content**

The vendor's file on each defendant/person under supervision shall contain the following records:

(1) **Chronological Notes** that:

(a) Record all significant contacts (e.g., in person, by telephone, or any other form of protected electronic communication) with the defendant/person under supervision including USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct

violating a condition of supervision occurs.

(b) Are in accordance with the professional standards of the individual disciplines and with the respective state law on health care records.

(c) Notes could include sessions attended, topics covered during sessions, defendant's/person under supervision's participation, clinical goals of treatment, the methods/methodologies and/or type of therapy used, changes in treatment, the defendant's/person under supervision's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failure to attend, failed assignments, rule violations and consequences given should be recorded.

(d) Are current and available for review by the USPO/USPSO or CO and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.

(e) Chronological notes shall be legible, dated and signed/electronically certified by the practitioner, to include the practitioner's licensure/credentials.

(2) Probation Form 45 and **Amended Probation Form 45** that:

(a) The USPO/USPSO prepares which identifies vendor services to be provided to the defendant/person under supervision and billed to the Judiciary under the terms of agreement, and any co-payments due by the defendant. Note: the Judiciary is not required to reimburse for any services that were not authorized on the Probation Form 45, or any services provided in excess of services authorized.

(b) USPO/USPSO shall amend the 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) **Authorization to Release Confidential Information** that:

(a) The defendant/person under supervision and USPO/USPSO and/or other witness sign prior to the defendant's/person under supervision's first appointment with the treatment provider.

(b) The vendor shall have a signed release of information before releasing any information regarding the defendant/person under supervision or the defendant's/person under supervision's treatment and progress to the

USPO/USPSO.

(4) **Monthly Sign-In Log**

(a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing, with one Monthly Sign-In Log per defendant/person under supervision.
(b) Includes all defendant's/person under supervision's scheduled contacts during the month (per project code), to include notation/comment indicating any failure to report on scheduled dates, or when service was provided via telehealth.
(c) Defendant/person under supervision shall sign-in upon arrival to include the time in and time out of service with the vendor initialing to verify accuracy of time in/time out.
(d) Documents any defendant's/person under supervision's co-payment, and
(e) USPO/USPSO or designee uses to certify the monthly invoice.
(f) For residential placements, only required to obtain defendant/person under supervision signature on first and last day of placement.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/person under supervision violates federal confidentiality regulations regarding treatment records.

(5) **Urinalysis Testing Log** (if applicable) that:

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

(b) Shall record all collected urinalysis specimens and indicate:
Has all applicable sections completed

(1) Defendant's/person under supervision's name and PACTS number
(2) Vendor name and agreement #
(3) Month/Year
(4) Collection Date
(5) Defendant's/person under supervision's signature
(6) Collector's initials
(7) Bar Code number (if applicable)
(8) Special tests requested (if applicable)
(9) Drugs or medication taken
(10) Test Results (if applicable)
(11) Co-pay collected (if applicable)

(c) The vendor shall submit for CO approval if vendor Urinalysis Testing Log form differs from the sample form.

(d) The vendor shall ensure that a defendant/person under supervision signing or initialing an entry Urinalysis Log cannot see the names or signatures of other defendants/person under supervision.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/person under supervision violates federal confidentiality regulations regarding treatment records.

d. **Telemedicine**

On a case-by-case basis, telemedicine may be authorized to provide services outlined within this Statement of Work. The use of telemedicine is authorized only after the vendor and the USPO/USPSO staff the individual defendant's/person under supervision's case, determine he/she is appropriate for treatment via telemedicine, determine which specific services are appropriate via telemedicine, and it is approved by the district's contracting officer or designee.

NOTE: The use of telemedicine is for the benefit of the Judiciary and not the convenience of the vendor. The use of telemedicine is not in lieu of the vendor's ability to provide services in-person when appropriate. This requirement is not in lieu of the provisions which require the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area.

(1) The vendor is authorized to provide specified services via telemedicine, which includes providing health care delivery, assessment, diagnosis, consultation, and treatment and the transfer of medical data through interactive audio, video, or electronic/data communications. The vendor must adhere to and meet the same legal, ethical, and confidentiality standards when providing telemedicine. The vendor shall also obtain consent of the defendant/person under supervision before the delivery of telemedicine services and shall include documentation of the same in the individual's treatment record.

(2) In situations in which more than one person is in attendance, to ensure confidentiality for each session, the vendor shall require that each person verify that he or she is the only person on that line and that no person who is not part of that treatment group is listening. Each participant will also enter into a confidentiality agreement before being allowed to participate in treatment by telephone.

(3) To verify that services were performed, the vendor shall complete the Monthly

Sign- In Log with all necessary information; however, the vendor shall print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was conducted (i.e. teleconference, video conference, internet).

(4) For de-escalation, if an emotionally charged topic was discussed or the defendant/person under supervision appears emotionally agitated, the vendor shall follow up with additional contact later in the day to ensure that the defendant/person under supervision has successfully de-escalated. The vendor shall also remind the defendant/person under supervision to reach out to his or her social support system at any time.

e. **Case Staffing Conference**

The vendor shall participate in case staffing conferences:

(1) Case staffing with the USPO/USPSO can be conducted in person, by telephone, or any other form of protected electronic communication. When applicable, the case staffing may include the vendor, the defendant/person under supervision, and the officer to clearly define expectations and clinical treatment goals. Communication with the officer should be driven by risk, needs, and responsivity specific to the defendant/person under supervision. Additionally, case staffing shall occur:

a. A minimum of every 30 days for PCRA high and moderate risk referrals
b. A minimum of every 30 days, regardless of risk level, for residential treatment placements
c. A minimum of every 90 days for all other clinical services referrals, and
d. As requested by the USPO/USPSO.

(2) Case staffing should include, but is not limited to, the following:

a. The defendant's/person under supervision's motivation for treatment;
b. Appropriate type and frequency of treatment;
c. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART goals);
d. PCRA dynamic risk factors and elevated thinking styles (for USPO referrals);
e. Responsivity, cultural considerations for service delivery;
f. Non-compliance with supervision and/or treatment;
g. Community observation, collateral supports, officer delivered interventions.

NOTE: The price of case staffing conferences and consultations are included in the prices in Section B.

f. **Vendor Reports (Substance Use, Mental Health, and Sex Offense Specific Treatment Reports)**

The vendor shall submit to the USPO/USPSO, and maintain in the defendant's/person under supervision's file, the following:

(1) A typed **Treatment Plan**, created with the defendant/person under supervision, is submitted at least every 90 days that outlines the following:
   a. Treatment related goals that are specific, measurable, achievable, relevant and time-bound (SMART) goals,
   b. Action steps for the defendant/person under supervision to accomplish the identified treatment goals, to include appropriate type and frequency of treatment;
   c. The defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-workers, etc.),
   d. Medication management plan (when applicable),
   e. Collaboration and coordination for community-based services (when applicable),
   f. Skills to assist in managing known risk and symptoms,
   g. Adaptable skills for self-management,
   h. Recommendation/justification for continued treatment services, and
   i. Signed and dated by the vendor and defendant/person under supervision.

(2) A typed **Transitional Care Plan**, created with the defendant/person under supervision when possible, that is submitted at the conclusion of contract treatment services, but no later than 15 business days after treatment is terminated.
   a. The community is best served when the person under supervision remains drug free, employed, and invested in healthy relationships beyond the period of supervision. Transitioning is defined as the process of moving a person under supervision from contract treatment services to a community-based aftercare program that is managed by the person under supervision. Transitioning from treatment occurs throughout the treatment process to ensure that the person under supervision possesses the tools and community resources necessary to function under decreasing levels of supervision which is monitored by the officer.

   b. The typed transitional care plan shall outline the following:
      1) the reason for concluding contract treatment services, to include unsuccessful discharge and the reasons why unsuccessful,
      2) the defendant's/person under supervision's supportive social networks (e.g. family, friends, peer support, co-

workers, etc.),
3) medication management plan (when applicable),
4) collaboration and coordination for community-based services (when applicable),
5) acquired skills to assist in managing known risk and symptoms,
6) adaptable skills for self-management,
7) diagnosis and prognosis, and
8) signed and dated by the vendor, and the defendant/person under supervision when possible.

g. **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 order of the federal court with jurisdiction, and

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

(ii) in response to a subpoena.

(2) Provide testimony including but not limited to a defendant's/person under supervision's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.

(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 Judiciary.

(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 U.S. Probation Officer or Chief U.S. Pretrial Services Officer.

h. **Emergency Services and 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), and provide for emergency services (e.g., after hours staff phone numbers, local hotlines), for times when counselors are not available.

5. **Notifying USPO/USPSO of Defendant/Person under Supervision Behavior**

The vendor shall:

a. Notify the USPO/USPSO, or follow other notification protocol outlined by the CO, within 24 hours or as specified in writing by the CO of defendant/person under supervision behavior including but not limited to:

(1) Positive drug or alcohol test results.

(2) Attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage.

(3) Attempts or offers of bribery.

(4) Attempts at subterfuge and/or 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).

(5) Failure to appear as directed for any service as authorized on the Probation Form 45, including but not limited to, drug testing (to include urine collection, alcohol test, and sweat patch), evaluation, assessment, counseling session, polygraph testing, medication appointments.

(6) Failure to follow vendor staff direction.

(7) Apparent failure to comply with conditions of supervision.

(8) Any behavior that might increase the risk of the defendant/person under supervision to the community or any specific third party. Behaviors under this subsection shall be immediately reported to the USPO/USPSO and CO.

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

6. **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/person under supervision 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/person under supervision files unless approved in writing by the CO after consultation with PPSO 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) or 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/person under supervision files unless approved in writing by the CO after consultation with PPSO 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, or whose license has expired, shall not perform services under this agreement or contract nor shall they have access to defendant/person under supervision files unless approved in writing by the CO after consultation with PPSO and PMD.

e. The vendors and its employees shall:

(1) Avoid compromising relationships with defendants/person under supervision and probation or pretrial services staff, and

(2) Not employ, contract with, or pay any defendant/person under supervision, defendant's/person under supervision's firm or business, or currently employed USPO/USPSO 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.

(4) Report to the USPO/USPSO 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. Within three business days, the vendor shall notify the CO in writing of any staff changes. For any new staff, the vendor shall submit an Offeror's Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.

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

7. **Facility Requirements:**

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

Should a vendor and/or subcontractor choose to relocate a facility within the catchment area, the vendor shall provide the CO written notification no less than 30 days prior to relocation and include the facility address. For any relocation, the vendor must provide a copy of Attachment B, certifying compliance with the requirements as listed in paragraphs 2(c) and 2(d) of Section L. On site visits will be conducted to verify that the offeror's facility complies with the requirements of the RFP.

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

9. **Local Services**

NOTE: When an asterisk (*) is indicated in Section B for a project code, the vendor shall comply with additional requirements as outlined below.

PHYSIOLOGICAL MEASUREMENTS

* 5022

In addition to the standard requirements included in the Request for Proposal, the vendor shall: (1) provide the requested services within the space and facilities provided by the USPO/USPSO located at 401 West Evans Street, Suite 202, Florence, SC, 29501, between the hours of 8:30 a.m. and 5:00 p.m., Monday - Friday. (2) Provide the required services two times per month within the space and facilities identified in (1). The schedule will be determined in advance between the USPO/USPSO and vendor.

NOTE: This requirement for 5022 and 5023 services is in lieu of the provisions set forth in the Request for Proposal which requires the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area. All travel and lodging expenses associated with providing these services shall be the financial responsibility of the vendor and shall be factored into the unit costs provided for under 5022 and 5023.

* 5023

In addition to the standard requirements included in the Request for Proposal, the vendor shall: (1) provide the requested services within the space and facilities provided by the USPO/USPSO located at 401 West Evans Street, Suite 202, Florence, SC, 29501, between the hours of 8:30 a.m. and 5:00 p.m., Monday - Friday. (2) Provide the required services two times per month within the space and facilities identified in (1). The schedule will be determined in advance between the USPO/USPSO and vendor.

NOTE: This requirement for 5022 and 5023 services is in lieu of the provisions set forth in the Request for Proposal which requires the vendor (and any proposed subcontractor) to maintain an acceptable facility located within the defined catchment area. All travel and lodging expenses associated with providing these services shall be the financial responsibility of the vendor and shall be factored into the unit costs provided for under 5022 and 5023.

SECTION D. PACKAGING AND MARKING

NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Vendors Performance (Mandatory Requirement)

The vendor and subcontractor shall:

(a) Maintain a physical facility, within the identified catchment area, that meets all applicable federal, state and local regulations (e.g., building codes). In the event the physical facility does not provide adequate access for defendants/persons under supervision with physical disabilities (e.g. no elevator access to second floor office space, etc.), the vendor shall have access to an alternate facility/space within the identified catchment area that meets the requirements.

(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.

Clause 2-5A Inspection of Products	**(APR 2013)**
Clause 2-5B Inspection of Services	**(APR 2013)**

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Defendants and Persons Under Supervision (Mandatory Requirements)

a. In an effort to protect the community by providing outpatient treatment services, the vendor shall have the capability to immediately place Federal defendants/persons under supervision in outpatient assessment/testing/evaluation/treatment or drug/alcohol testing 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, recognizing priority placement above other referrals.

c. The vendor shall not unilaterally refuse services to any defendant/person under supervision referred by the Government, except where the defendant/person under supervision 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 defendants/persons under supervision from treatment or other authorized services, 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/persons under supervision 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.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/person under supervision 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. Note: this requirement is not in lieu of the vendor following other local/state/federal record retention requirements.

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 Sign In Log, Drug Testing Logs,** and documentation of any vendor related travel (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/person under supervision 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, said signature can be electronic or physical:

(1) Is correct and accurate to the best of his/her knowledge, and

(2) Includes only charges for services actually provided to defendants/persons under supervision.

e. The vendor shall submit separate invoices for services provided to U.S. Pretrial Services defendants and services provided to U.S. Probation Office persons under supervision.

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	4010	6000	6030
1011	4020	6010	6032
2000	5010	6012	6036
2010	5011	6015	6050
2011	5012	6016	6051
2020	5020	6020	6090
2022	5021	6021	6091
2030	5022	6022	7013
2030	5023	6026	7023
2090	5025	6027	9021
	5030	6028	

Note: A "No-Show" occurs when a defendant/person under supervision 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
61-75	$25.00
76-90	$30.00

j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/person under supervision services unless the Probation Form 45 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, e-mails, texting, etc. with defendants/persons under supervision in the unit price for the services and shall not bill separately for these contacts.

l. For project codes 1010, 1011, and 1012, that are untestable in accordance with the no-test policy or failure to follow the required collection guidelines, the vendor shall not invoice the district. The USPO/USPSO will provide notification to the vendor of untestable specimens.

G.4 Reimbursements or Copayments (Mandatory Requirement)

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

(1) The USPO/USPSO shall evaluate the defendant's/person under supervision's financial status (e.g., employment) before authorizing defendant's/person under supervision's payments to the vendor and shall notify the defendant/person under supervision and vendor of the authorized defendant/person under supervision required payments in the Probation Form 45.

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. Note: if the vendor submitted invoices and received payment for the same services from other sources, the vendor is not authorized to collect an administrative fee for receipt of payment.

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 or co-payment 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)(l) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(l) 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 (l0) 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)(l) 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 - (JUN 2014)

(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 when providing past performance information as part of a proposal submission, as opposed to general public marketing.

(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 - (APR 2013)

(a) The judiciary may extend the term of this contract by written notice to the contractor no later than 30 calendar days prior to the contract's expiration date; 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 - (APR 2013)

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 no later than 30 calendar days prior to contract's current expiration date.

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	JUN 2014
Clause 3-160	Service Contract Act of 1965, As amended	JUN 2012
Clause 3-205	Protest After Award	JAN 2003
Clause 3-210	Protests	JUN 2014
Clause 3-300	Registration in the System for Award Management	APR 2013

The Offeror shall register in the System for Award Management (www.sam.gov) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in www.sam.gov. Failure to do so could result in delay in payments.

Clause 7-35	Disclosure or Use of Information	APR 2013
Clause 7-70	Judiciary Property Furnished "As Is"	APR 2013
Clause 7-85	Examination of Records	JAN 2003
Clause 7-115	Availability of Funds	JAN 2003
Clause 7-135	Payments	APR 2013
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	APR 2013
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 1-5	Conflict of Interest	
Clause 1-10	Gratuities or Gifts	JAN 2010
Clause 3-35	Covenant Against Contingent Fees	
Clause 3-40	Restrictions on Subcontractor Sales to the Government	
Clause 3-45	Anti-Kickback Procedures	
Clause 3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
Clause 3-55	Price or Fee Adjustment for Illegal or Improper Activity	
Clause 3-105	Audit and Records	
Clause 3-120	Order of Precedence	

Clause 7-20	Security Requirements
Clause 7-25	Indemnification
Clause 7-100B	Limitation of Liability (Services)
Clause 7-110	Bankruptcy
Clause 7-130	Interest (Prompt Payment)
Clause 7-210	Payment of Emergency Closures
Clause 7-215	Notification of Ownership Changes

SECTION J - LIST OF ATTACHMENTS

J.1 SAMPLE PROGRAM PLAN (PROBATION FORM 45)

J.2 MONTHLY SIGN IN LOG

J.3 AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
(PROBATION FORMS 11B, 11E, and 11I; and PSA FORMS 6B, and 6D)

J.4 INVOICE

J.5 TESTING LOGS (URINALYSIS, SWEAT PATCH, BREATHALYZER)

J.6 DEPARTMENT OF LABOR WAGE DETERMINATION
(As required by the Service Contract Act, when applicable.)

Attachment J.1

Prob. Form 45

Today's Date:

Client Identifying Information

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

Photo Not Available

Provider Information

Provider:
Provider Location:
Attn:
Location Address:

Phone:
Fax:

Procurement No:
Effective Date:
Termination Date:

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:

Revised 5-2023

MONTHLY SIGN IN LOG

Complete one form per person per month. Include all scheduled contacts. In the event the person does not attend a scheduled service, indicate "no show" in the comment column. In the event the person does not attend any services within the month, include a comment noting why no services were provided/received. If telemedicine is provided, print the defendant's/person under supervision's name within the signature field, and the comment section shall reflect the means in which the session was provided (i.e. teleconference, video conference, internet).

Vendor:

Agreement #:

Defendant/Person Under Supervision:

PACTS #: ☐ Pretrial ☐ Post-Conviction

Service Month/Year:

Required co-payment (if applicable):

Date	Defendant/Person under Supervision signature	Project Code	Time In	Time Out	Vendor Initials	Co-pay Received	Comments (i.e., no show, delivery method of telemedicine, no services)

Additional Page

Defendant/Person Under Supervision Name:

Date	Defendant/Person under Supervision signature	Project Code	Time In	Time Out	Vendor Initials	Co-pay Received	Comments (i.e., no show, delivery method of telemedicine, no services)

✎ PROB 11B
(Rev. 5/21)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
SUBSTANCE USE DISORDER PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)
information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United States Probation Office of the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my _____
(pretrial release, post-trial release, probation, or parole).

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court and/or United States Parole Commission when necessary for the purpose of discharging its supervisory duties over me.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

_____	_____
(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

✎ PROB 11E
(Rev. 5/21)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
SUBSTANCE USE AND MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)
information in its records, possession, or knowledge of whatever nature may now exist or come to exist to the United States Probation Office of the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); psychotherapy notes; date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with the preparation of a court-ordered report.

I understand that the probation office may use the information hereby obtained only in connection with its official duties, including total or partial disclosure of such, to the District Court.

I understand that this authorization is valid until I have been sentenced and my sentence is final, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before the completion of the presentence investigation will be reported to the court.

_____	_____
(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

✎ PROB 11I
(Rev. 4/05)

UNITED STATES PROBATION SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its possession to the United States Probation Office in the _____
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations, clinical polygraphs); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my post-conviction supervision (including probation, parole, mandatory release, supervised release, or conditional release), and may be used by the probation officer for the purpose of keeping the probation officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my post-conviction supervision.

(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
(Date Signed)	(Date Signed)
(Name & Title of Witness)	(Date Signed)

✎PS 6B
(Rev. 5/05)

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
(DRUG OR ALCOHOL ABUSE PROGRAMS)

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its records, possession, or knowledge, of whatever nature may now exist or come to exist to the United States Pretrial Services or Probation Office for the _____ District of _____ .
(Name of Court) (State)

The confidential information to be released will include: date of entrance to program; attendance records; urine testing results; type, frequency and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

The information which I now authorize for release is to be used in connection with my participation in the aforementioned program which has been made a condition of my pretrial release.

I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my pretrial supervision.

_____	_____
(Signature of Parent or Guardian, if Client is a Minor)	(Signature of Client)
_____	_____
(Date Signed)	(Date Signed)
_____	_____
(Name & Title of Witness)	(Date Signed)

✎PS 6D
(5/03)

UNITED STATES PRETRIAL SERVICES SYSTEM
AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION
MENTAL HEALTH TREATMENT PROGRAMS

I, _____ , the undersigned,
(Name of Client)

hereby authorize _____ to release confidential
(Name of Program)

information in its possession to the United States Pretrial Services Office in the _____ .
(Name of Court)

The confidential information to be released will include: date of entrance to program; attendance records; drug detection test results; type, frequency, and effectiveness of therapy; general adjustment to program rules; type and dosage of medication; response to treatment; test results (e.g., psychological, psycho-physiological measurements, vocational, sex offense specific evaluations); date of and reason for withdrawal or termination from program; diagnosis; and prognosis.

This information is to be used in connection with my participation in the above-mentioned program, which has been made a condition of my pretrial supervision, and may be used by the pretrial services officer for the purpose of keeping the pretrial services officer informed concerning compliance with any condition or special condition of my supervision. I understand that this authorization is valid until my release from supervision, at which time this authorization to use or disclose this information expires. I understand that information used or disclosed pursuant to this authorization may be disclosed by the recipient and may no longer be protected by federal or state law. Such information may also be made available to the probation office for the purpose of preparing a presentence report in accordance with federal law.

I understand that I have the right to revoke this authorization, in writing, at any time by sending such written notification to the program's privacy contact at:

_____ .
(Name and Address of Program)

I understand that if I revoke this authorization to release confidential information, I will thereby revoke my authorization to further disclosure of such information. I also understand that revoking this authorization before I satisfy the condition of my supervision that requires me to participate in the program will be reported to the court. My revocation of authorization under such circumstances could be considered a violation of a condition of my pretrial supervision.

(Signature of Parent or Guardian if Client is a Minor)	(Signature of Client)
(Date Signed)	(Date Signed)
(Name & Title of Witness)	(Date Signed)

Date _____ Page _____ of _____

ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
TREATMENT SERVICES INVOICE

(PART A)

1. Judicial District _____
2. Vendor _____
   a. Address: _____
   _____
   _____
   b. Telephone: _____
3. P.O./B.P.A.# _____
4. Service Delivery: From _____ To _____
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

BREATHALYZER INSTRUMENT LOG

Vendor Name _____

Instrument Serial Number	Requirements for Calibration	Dates of Calibration	Date of Next Calibration	Signature of Person Conducting the Calibration

Attachment J.5

BREATHALYZER LOG

COMPLETE ONE FORM PER CLIENT PER MONTH

Client Name_____ PACTS #_____ Month/Year_____

Date	Client's Signature/Initials	Collector's Initials	Reason Tested	Test Results	Refusal

Comments (please note any unusual occurrences):

SWEAT PATCH TESTING LOG

COMPLETE ONE FORM PER CLIENT PER MONTH - to be used for project code 1012
COMPLETE THE FIRST FIVE COLUMNS UPON APPLICATION, AND THE LAST FOUR UPON REMOVAL (bill only upon removal)

Client Name _____ **PACTS #** _____ **Month/Year**_____

Application Date	Client's Signature/Initials	Chain of Custody Bar Code Number	Medications Taken	Collector's Initials	Removal Date	Client's Initials	Collector's Initials	Test Results/Date	Co-Pay Collected

Comments (please note any unusual occurrences):

Urinalysis Testing Log

Complete one form per person per month - to be used for project codes 1010 and 1011

Defendant/Person Under Supervision Name:

PACTS #:

Vendor Name & BPA #:

Month/Year:

Date Collected	Defendant/Person Under Supervision Signature	Collector initials	Bar Code # (for 1010)	Special test (for 1010)	Meds taken	Test Result (for 1011 only)	Co-pay collected

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 10, acknowledgment of amendments.
(3) Block 11, name and address of Offeror.
(4) Block 12, telephone number.
(5) Block 13, name and title of person authorized to sign the offer.
(6) Block 14, signature of Offeror (this shall be signed by a representative authorized to commit the Offeror to contractual obligations. Signature can be electronic or physical.).
(7) Block 15, date signed.

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 defendant/person under supervision does not appear for a prescheduled service, and the defendant/person under supervision fails to cancel the appointment at least 24 hours in advance. Offerors may factor the price of defendant/person under supervision "No Shows" for prescheduled appointments into the unit prices for the project codes listed in G.3, as this is not an otherwise billable service.

(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. Estimated Monthly Quantities are based on the specific unit indicated within the project code. (For example, if one unit is equal to thirty minutes at a unit rate of $10, but the service provided is ninety minutes, that would equate to three units of the service for a total cost of $30. Within Section B, the Offeror shall include the pricing based on the unit indicated). *These figures are estimates only and the government is not bound to meet these estimates.* Note that if the government awards to multiple Offerors, the Estimated Monthly Quantities would be spread amongst the multiple Offerors; however, the government is not required to award to multiple Offerors, even if indicated in Section B. An Offeror should be prepared to provide the full amount of Estimated Monthly Quantities reflected. If the Offeror is unable to provide the full amount of Estimated Monthly Quantities, the Offeror must expressly state this within its proposal and provide the reasoning behind it, as well as indicate the volume of services the Offeror would be capable of providing.

Proposal Submission

Proposals are due by the Date and Time specified in Section A Block 6 of the Solicitation/Offer/Acceptance. *Proposals shall be e-mailed to the person designated in Block 4 and 5 of Section A, Solicitation/Offer/Acceptance.* All e-mail submissions must reference in the subject line, the Solicitation # indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted, unless otherwise noted. It is the responsibility of the offeror to confirm the government's receipt of the proposal.

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, I, and J as part of its proposal.**

Section I – Required Clauses

The Offeror shall register in the System for Award Management (www.sam.gov) at the time an offer is submitted. Note: if awarded, the Offeror shall maintain registration in www.sam.gov. Failure to do so could result in delay in payments.

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 (if applicable) 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 a *certification statement for each subcontractor* that certifies that they will provide services in compliance with the requirements of the RFP.

Preparation of Background Disclosure (Attachment B)

1. Each Offeror shall prepare and submit as part of its offer a **BACKGROUND DISCLOSURE** addressing the requirements in paragraphs 2.a. through d below. (See Attachment B). The Offeror shall identify and clearly label all required documents included in the submitted proposal. 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 DISCLOSURE** the Offeror shall:

    a. provide copies of all monitoring reports/compliance audits for the previous 24 months from all federal, state and local agencies *for similar services provided within the catchment area(s) identified*.

        Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports but shall provide copies of all monitoring reports for the previous 24 months

from other federal, state, and local agencies for similar services provided within the catchment area(s) solicited.

If the Offeror is not able to provide copies of monitoring reports, compliance audits, or other certification of compliance due to no such documents existing, being a private practice, or other documented reasons, the Offeror must expressly state so in its proposal for this area.

To be considered technically acceptable, an Offeror must have received ratings of satisfactory or higher (or have remedied any unsatisfactory rating and provided documentation of same) or have expressly stated in its proposals that it does not have monitoring reports or other certification/letters of compliance. Monitoring reports for proposed subcontractors are not required.

b. specifically identify each performance site at which the Offeror and ~~any~~ all proposed subcontractors intend to provide services in response to this solicitation. Offeror and subcontractor sites shall be located within the solicitation's identified catchment area and shall be operational sites at the time of the RFP submission. Onsite evaluations will be individually performed at Offeror and subcontractor sites.

c. maintain compliance with all applicable business and/or operating licenses as required by state and local laws and regulations. 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. maintain compliance with all federal, state and local fire, safety and health codes. 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 DISCLOSURE** 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 providing direct delivery of services under any resultant contract. The Offeror shall include the name, services that will be performed specified by numeric project code, education, relevant experience, and current licenses/credentials.–

> Note: the Offeror is not required to provide documentation of the education, credentials, licenses, and certification of staff members; however, the Offeror shall verify the information is accurate and that any required licenses are current.

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.

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 the same or similar type of treatment and other services identified in this RFP within the past 3 years. Offerors who are currently awarded an agreement with the USPO/USPSO are not required to provide references. Note: references should not include current USPO/USPSO employees, or other U.S. Courts employees. Provide the name, agency and title, phone number and e-mail address for the contact person. It is the responsibility of the Offeror to notify references 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 2013)

(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). An Offeror's failure to acknowledge amendments affecting price, quantity, quality or delivery may result in the Offeror's proposal being determined unacceptable where award is made without discussions.

(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) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(5) 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.

(6) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(7) 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 post-award 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.

Attachment A

OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT

As required in Section L.1 , Preparation of Certification of Compliance Statement, the Offeror shall complete the certification below, as well as a certification for each proposed subcontractor.

I hereby certify that as the Offeror, I 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.

I hereby certify that _____ (Name of Subcontractor, if applicable) 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.

PRINTED NAME OF OFFEROR : _____

SIGNATURE OF OFFEROR : _____ DATE: _____

TITLE:_____

Attachment B

OFFEROR'S BACKGROUND DISCLOSURE

As required in Section L.1, Preparation of the Background Disclosure, the Offeror shall complete and sign the Background Disclosure below (attach pages as needed labeled as subsets of this Attachment number).

Attach monitoring reports as referenced in 2(a), if applicable.

List below the full address(es) of each performance site where services will be provided (as well as all performance sites a subcontractor will utilize) and, if utilizing multiple performance sites, specify which project codes or services will be provided at each site:

CERTIFICATIONS

By signing below, I certify that all information provided in the BACKGROUND DISCLOSURE is accurate, complete, and correct and that the offeror is in compliance with the requirements as listed in paragraphs 2(a) through 2(d)

PRINTED NAME OF OFFEROR : _____

SIGNATURE: _____ DATE: _____

Attachment C

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 providing direct delivery of services under any resultant Agreement. The Offeror shall complete the certification section below.

CERTIFICATIONS

By signing below, I certify the following:

- 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).

- 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.

- Staff specified to provide services listed by project code have the required education, relevant experience and current licenses/credentials listed in Section C of the RFP.

PRINTED NAME OF OFFEROR : _____

SIGNATURE: _____ DATE: _____

Name	Services performed specified by Project Code for each staff person	Education	Relevant Experience	Current Licensure/Credentials

Attachment D

OFFEROR'S REFERENCES

As required in Section L.1, the new Offerors shall provide three (3) references below:

Reference #1

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference #2

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

Reference #3

Name and Title:

Agency Name and Physical Address:

Phone Number:

Email Address:

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, and the Offeror's Staff Qualifications. Each of these shall demonstrate how the offeror will perform/meet the requirements of the RFP.

SECTION A – SOLICITATION / OFFER / ACCEPTANCE FORM (AO 367)

Offeror completed Blocks 8, 10, 11, 12, 13, 14 and 15 of the Solicitation/Offer/Acceptance Form (AO 367)

YES or NO

Proposal was electronically (unless otherwise noted) submitted within the designated date/time indicated in Section A

YES or NO

SECTION B – SUBMISSION OF PRICES

Offeror provided a response to every requested service item.

YES or NO

SECTION I – REQUIRED CLAUSES

The Offeror has registered in the System for Award Management (www.sam.gov)? Must be completed prior to award.

YES or NO

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

Offeror checked or completed all applicable boxes or blocks in the paragraphs under Section K of the Solicitation Document and resubmitted the full section with the Proposal. (Required, but not used in determining technical acceptability).

YES or NO

SECTION L – CERTIFICATION OF COMPLIANCE STATEMENT

Offeror signed and submitted Attachment A, OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT.

YES or NO

Offeror signed and submitted Attachment A, OFFEROR'S CERTIFICATION OF COMPLIANCE STATEMENT, for each subcontractor.

YES or NO or N/A

SECTION L – BACKGROUND DISCLOSURE

Offeror provided copies of all monitoring reports/compliance audits for the previous 24 months from all federal, state and local agencies *for similar services provided within the catchment area(s) identified*.

Offerors who are currently awarded an agreement with the USPO/USPSO conducting the solicitation are not required to provide copies of USPO/USPSO monitoring reports but shall provide copies of all monitoring reports for the previous 24 months from other federal, state, and local agencies for similar services provided within the catchment area(s) solicited. **OR**

YES or NO or N/A

Offeror *expressly stated in its proposal* that it is not able to provide copies of monitoring reports, compliance audits, or other certification of compliance due to no such documents existing, being a private practice, or other documented reasons. **OR**

YES or NO or N/A

Monitoring report have a rating of satisfactory or higher (or have remedied any unsatisfactory rating and provided documentation of same)

YES or NO or N/A

Offeror's (and all proposed subcontractor) site(s) at which services will be provided is/are located in catchment area and are operational at time of RFP submission.

YES or NO or N/A

Offeror signed and submitted Attachment B, OFFEROR'S BACKGROUND DISCLOSURE, certifying compliance with the requirements as listed in paragraphs 2(a) through 2(d) of Section L.

YES or NO

SECTION L – STAFF QUALIFICATIONS

Offeror signed and submitted Attachment C, OFFEROR'S STAFF QUALIFICATIONS, to identify staff (and any proposed subcontractor) providing direct delivery of services, including name, services that will be performed specified by numeric project code, education, relevant experience and current licensures/credentials.

YES or NO

Offeror (and any proposed subcontractor) meets all minimum staff requirements listed in Section C of the RFP.

YES or NO

SECTION L – PREPARATION OF OFFEROR'S REFERENCES

Offeror provided three references (Federal, State, or local government agencies and/or private organizations), using Attachment D, for whom the Offeror has provided the same or similar type of treatment and other services identified in this RFP within the past 3 years. Offerors who are currently awarded an agreement with the judiciary are not required to provide references.

YES or NO or N/A

SECTION C – FACILITY REQUIREMENTS (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.

An on-site visit will not be conducted on Offerors who are currently awarded an agreement with the judiciary unless the Offeror's proposal includes a performance site where services are not currently provided under the existing agreement.

Offeror's (and any proposed subcontractor) facility meets requirements listed in Statement of Work.

YES or NO

Is there private office space preserving both the integrity of the confidential relationship and the personal dignity of the client?

YES or NO

Is there a secured filing or electronic storage system to preserve confidentiality of defendant/person under supervision services?

YES or NO

Did the vendor 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.

YES or NO

The facility provides adequate access for defendants/persons under supervision with physical disabilities (e.g. elevator access to second floor office space, etc.). In the event the space does not, the vendor has provided an alternative facility/space within the identified catchment area that meets the requirements.

YES or NO

Residential Treatment Only

Are emergency and evacuation plans and diagrams posted?

YES or NO

Are there smoke detectors on each floor?

YES or NO

Is the facility in compliance with state and local licensure requirements for residential treatment?

YES or NO

Urine Collection Testing Only

Is there a dedicated bathroom or one that can be secured for collecting urine?

YES or NO

Is there a secured room for the storage of specimens and supplies?

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. For an offeror to be found responsible, the offeror must not be on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs and references (if applicable) must show satisfactory performance. If the offeror is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event an offeror is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.